

## Attachment A

### Scope of Services

#### PROJECT DESCRIPTION

The scope of this project includes the development of construction documents for the park improvements at Chuck Silcox Park, Lebow Park and Westhaven Park.

The scope of work includes the removal of the existing trees, the installation of new pavement, workout stations, child play areas, shade structures, seating and trash receptacles and water crossings.

Scope items for the consultant include design and preparation of construction documents, construction administration and project close-out assistance. The estimated combined construction budget for the three (3) parks' improvements is \$1,268,378.

The CONSULTANT shall prepare construction documents and cost opinion, ensuring that the site is designed within the specified park budget.

#### Schedule Overview

The CITY currently anticipates the following schedule for CONSULTANT's completion of final construction documents for bidding:

|   |                             |
|---|-----------------------------|
| Design (30/60/90/100% Sealed Construction Docs) | July 2023 – December 2023   |
| Construction Phase                              | March 2024 – September 2024 |

#### LANDSCAPE ARCHITECTURE SERVICES

1. Coordination/Management/Communication  
CONSULTANT shall perform the following tasks:
  - A. Attend one (1) project kick-off meeting (two-hour duration) with the CITY to review project scope, schedule, deliverables, status reporting, communications, and expectations for the project.

- B. Lead and manage the CONSULTANT and sub-consultant design team throughout the project.
  - C. Communicate regularly by phone and email with CITY staff
  - D. Provide to the CITY a one-page project status report on the last business day of each month throughout the project.
  
  - E. Participate in meetings with CITY staff as noted specifically in each task described below.
  - F. Basic services for each bid set shall include preparation of design submittals, construction documents, project manual and cost opinion documents. Project design duration is anticipated to be approximately six (6) months (180 Calendar days).
  - G. Special Services shall be those services necessary to provide appropriate design guidelines for the design/construction documents. (i.e.; topographic survey, etc.) These are described in greater detail below.
2. Data Review/Site Visit/Base Map  
CONSULTANT shall perform the following tasks:
- A. Gather and review available relevant project data provided by CITY and other sources.
  - B. Visit the project site to observe and photographically document existing conditions as necessary for completion of the project. Scope includes up to two site visits per park.
  - C. Prepare a project base map for the project utilizing sheet format provided by CITY, CONSULTANT's special survey data, relevant project data, and latest Google Earth or other available aerial photographic imagery. The project base map shall be suitable for use in both 22 inch x 34 inch (full-size) and 11 inch x

17 inch (half size) format with black and white line work (and with full-color aerial photo background which can be turned on or off as requested by CITY).

- D. Attend one (1) meeting (two-hour duration) with the CITY to review project data, site photos, base map

Note: City Project Manager will coordinate public input for the site, consultant to provide 'extra' service cost for attendance of public meeting (if required) for site amenity items. See task item 10 for optional public involvement scope.

### 3. Schematic (30% Design)

LANDSCAPE ARCHITECT shall perform the following tasks:

- A. Consultant will prepare Construction Documents (CD's) for the proposed park improvements and submit to the CITY at an approximate 30% level of completion.
  - a. Reference Clarifications and Exclusions for Construction Document Scope.
- B. Based upon the 30% CD's, Consultant will prepare an OPCC for the proposed improvements to be included in the Bid and Construction Document Package.
- C. Consultant will attend one (1) meeting with the CITY to review the 30% CD's and the 30% OPCC to confirm the overall design and obtain CITY approval before proceeding into the 60% CD level documents. The CONSULTANT will take the comments and input from the CITY and incorporate those in the 60% CD's.

Note: All improvements will follow applicable City of Fort Worth standards and details, unless directed otherwise. Park Facility Standards will be provided by the CITY. All other required standards will need to be researched, verified, and acquired separately.

### 4. 60 % Construction Documents

LANDSCAPE ARCHITECT shall perform the following tasks:

- A. Prepare and submit 60% design/construction documents for all anticipated park improvements to the CITY for review. These documents shall incorporate

CITY comments and input from the previous review of project data and existing site conditions.

- a. Reference Clarifications and Exclusions for Construction Document Scope
  - B. The design/construction documents shall plan and instruct the installation of park improvements, as based on the approved Schematic Design plans.
  - C. 60% design/construction documents will be required for:
    - a. Design/construction plans
    - b. Anticipated technical specifications (outline only)
    - c. Detailed opinion of probable costs
  - D. Attend a meeting with the CITY to discuss CITY review comments regarding the 60% submittal and obtain CITY input prior to LANDSCAPE ARCHITECT's preparation of 90% construction documents.
5. 90% Construction Documents
- A. Prepare and submit 90% design documents for all anticipated park improvements at both sites to the CITY for review, incorporating previous CITY review comments and input. An opinion of probable cost will be prepared
    - a. Reference Clarifications and Exclusions for Construction Document Scope
  - B. 90% design/construction documents will be required for:
    - a. Design/construction plans
    - b. Anticipated technical specifications (approximated final copies)
  - C. Attend a meeting with the CITY to discuss CITY review comments regarding the 90% submittal and obtain CITY input prior to LANDSCAPE ARCHITECT's preparation of 100% final construction documents.
6. 100% Preliminary-Final Construction Documents  
LANDSCAPE ARCHITECT shall perform the following tasks:

- A. Prepare and submit 100% preliminary-final design documents for all improvements at both sites to the CITY for review, incorporating previous CITY review comments and input. An opinion of probable cost will be prepared
  - a. Reference Clarifications and Exclusions for Construction Document Scope
- B. 100% preliminary-final design documents required, will be:
  - a. Cover sheet (template to be supplied by CITY)
  - b. Design/construction plans
  - c. Final technical specifications (considered ready for bidding documents)
- C. Incorporate any remaining comments and input from CITY regarding the 100% preliminary-final submittal prior to LANDSCAPE ARCHITECT's submittal of final sealed and signed construction documents for bidding advertisement by CITY.
- D. Submit plans to a Texas Licensed Registered Accessibility Specialist (RAS) for review and inspection upon construction completion.

7. Sealed Construction Documents for Bidding

LANDSCAPE ARCHITECT shall perform the following tasks:

- A. Submit sealed and signed bid set design documents for all improvements to CITY for bidding advertisement, incorporating previous CITY review comments and input. These improvements shall include all of the elements from the previous task. Provide documents in PDF and DWG format as applicable.
- B. Bidding design/construction documents shall include the following:
  - a. Sealed design/construction plans
  - b. Sealed page for final technical specifications
  - c. Detailed opinion of probable costs for all planned improvements

8. Bid Phase Assistance

LANDSCAPE ARCHITECT shall perform the following tasks:

- A. Prepare and submit written responses to bidder requests for information (RFI's), through CITY
- B. Attend pre-bid conference, in support of the CITY

- C. Assist the CITY with bid analysis, bid tabulation, and bid award recommendation

9. Construction Phase Assistance

LANDSCAPE ARCHITECT shall perform the following tasks:

- A. Attend the pre-construction conference, in support of the CITY
- B. Review up to 20 product submittals and shop drawings
- C. Attend on-site construction coordination/status meetings as requested by CITY during construction phase of project. Anticipated to be one (1) per month for a maximum of six (6).
- D. Participate in final walk-through
- E. Inspection of project improvements by a Texas Licensed RAS.

10. Public Input Meeting

Consultant to attend one (01) public input meeting per park and assist the city project manager in leading talks with the public, answering questions, and providing design input. Display graphics can be provided as an additional service.

**SURVEY SERVICES**

**11. Topo Survey**

Consultant will provide a Topographic Survey for the entire park space. The proposed topographic survey will include all areas that are anticipated to be included in the construction document work. The topographic survey will include the locations and elevations of the above ground features such as existing streets, trails and walks, fences, light poles, drainage features, readily visible utility components, etc.

- A. Consultant deliverables include:

- a. Sheet format: 22x34 sheets at appropriate scale
- b. PDF and CAD format

## **12. Tree Survey**

Identify species, size, stem designation, and field-tie location of all trees within the designated area that are a minimum 6-inch diameter and larger as measured breast height.

## **GEOTECH SERVICES**

### **13. Geotechnical Evaluation**

LJA shall retain the services of a Geotechnical Engineer to provide borings on site and prepare a Geotechnical Evaluation based on their findings for the design of structural components and structural systems to achieve design goals. Scope includes one boring at the proposed pavilion site.

## **CLARIFICATIONS AND EXCLUSIONS**

1. Services and work products by CONSULTANT beyond those specifically described above are not included in the project unless mutually agreed to by CITY and CONSULTANT in writing prior to performance of such services.
2. CITY shall provide review, coordination, and submittals related to historic resources.
3. CITY shall provide review, coordination, and submittals related to tree preservation ordinance requirements.
4. CONSTRUCTION DOCUMENTS SCOPE

Based upon Client approved Schematic Design, prepare construction documents for the Proposed Improvements at 30%, 60%, 90%, and 100% milestones for approval by the Client. Upon completion of the plans, process the plans through the City for approval. This task includes the following drawings and deliverables:

Demolition Plan – Prepare the demolition plan for existing site features that will be removed, preserved, or relocated for the project in conjunction with the site improvements.

- a. Erosion Control Plan – Prepare the erosion control plan in conjunction with the site improvements and drainage design. This task is for the preparation of design drawings and associated details only. The most current TCEQ requirements for the design of silt fence, erosion control logs, rock filter dams, and construction entrances will be used as required.
- b. Dimension Control and Site Layout – Provide horizontal control, typical dimensions, standard details, and notes required for the layout of proposed improvements.
- c. Site Grading – Prepare a grading plan that includes the notes and details required to allow grading for proposed improvements. The grading plan will show existing and proposed contour lines and spot elevations, along with existing utility information.
- d. Planting Plan – Prepare the Planting Plans, Details and Notes required to show all plantings areas and arrangement of plant materials as required by the Client and the overseeing public agency. The quantity, species, size and spacing of all materials will be specified in a plant legend/schedule on the plan.
- e. Lighting Plan - Prepare a landscape lighting plan to include identification and location of light fixtures / installation to be turnkey by installer. This includes schematic layout and fixture recommendations only and excludes any site electrical engineering design.
- f. Technical Specifications – Provide specifications following the Standard CSI Format. Specifications will be submitted at the 60%, 90% and 100% submittal milestones, as mentioned in the City standard scope. The provided specifications will include all necessary technical specification for the proposed improvements.

## **GENERAL CONDITIONS**

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This Scope is based on the following General Conditions:

- All negotiations and coordination with adjoining property owners will be by Client.
- All research for the boundary survey including easements, adjoining deeds, etc., will



be provided by the Client's title company or will be performed by an outside deed research company and billed as a reimbursable expense.

- Contract documents will be prepared by others.
- Franchise utility coordination will be by others.
- Site will be developed in accordance with City of Fort Worth Parks and Recreation design standards
- Site will be mowed by Client prior to design surveys or verifications. Contractor shall be responsible for protecting stakes.
- Any additional work not specifically included in the Proposed Scope of Work will be accomplished as Additional Services.
- For client generated changes to the design once Construction Document Preparation is in progress, time will be billed at an hourly rate (or an agreed upon lump sum) until the work is at the same level of completion as it was prior to the change.
- The Client shall, in a timely manner, provide full information regarding the requirements of the project, including design objectives, constraints and criteria, and any other relevant information; shall designate a representative to act on Client's behalf to examine the documents or the work as necessary and to render decisions related thereto in a timely manner so as to avoid unreasonable delays; and shall furnish all services required for the expeditious completion of the project which are not part of LJA services to be provided under this agreement.
- The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as Landscape Architects in Texas. The Board's address and phone is P. O. Box 12337, Austin, TX 78711, phone: 512-305-9000, fax: 512- 305-8900. The Board's web site address is [www.tbae.state.tx.us](http://www.tbae.state.tx.us).

**COMPENSATION SCHEDULE**

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**(00) PARK IMPROVEMENTS**

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**LANDSCAPE ARCHITECTURE SERVICES**

|    |   |          |          |
|----|---|----------|----------|
| 01 | Coordination/Management/Communication     | Lump Sum | \$5,500  |
| 02 | Data Review/Site Visits/Base Map          | Lump Sum | \$6,000  |
| 03 | Schematic (30% Design)                    | Lump Sum | \$13,000 |
| 04 | 60% Construction Documents                | Lump Sum | \$28,000 |
| 05 | 90% Construction Documents                | Lump Sum | \$22,000 |
| 06 | 100% Preliminary-Final Construction       | Lump Sum | \$13,000 |
| 07 | Sealed Construction Documents for Bidding | Lump Sum | \$7,000  |
| 08 | Bidding Assistance                        | Lump Sum | \$1,500  |

|                        |                               |          |                  |
|------------------------|-------------------------------|----------|------------------|
| 09                     | Construction Phase Assistance | Lump Sum | \$5,250          |
| 10                     | Public Meeting Attendance     | Lump Sum | \$3,500          |
| <b>SURVEY SERVICES</b> |                               |          |                  |
| 11                     | Topographical Survey          | Lump Sum | \$44,000*        |
| 12                     | Tree Survey                   | Lump Sum | \$23,000**       |
| 13                     | Geotechnical Evaluations      | Lump Sum | \$35,750***      |
| <b>TOTAL</b>           |                               |          | <b>\$207,500</b> |

\*\$24,000 provided by MWBE firm

\*\*\$12,000 provided by MWBE firm

\*\*\*\$35,750 provided by MWBE firm

### **ADDITIONAL SERVICES**

Compensation for Additional Services not listed herein or services required due to change in municipal ordinances and/or State legislation will be billed on a time and materials basis in accordance with LJA Standard Rate Schedule below or on a lump sum basis agreed upon at the time the work is authorized.

- Revisions to the plans requested by the Client after the plans are approved, unless necessitated by discrepancy in the plans
- Design of areas outside the limits of the defined project site
- Tree Mitigation Plans
- Public meetings or hearings
- Additional graphic products needed for marketing or public meetings
- Additional meetings or workshops not identified in the project scope of services
- Negotiations with adjacent property owners
- On-site inspections during construction or other construction services
- Architectural services
- Arborist services
- Structural Engineering
- Irrigation Design or Specifications
- Civil Engineering Services
- Electrical engineering for site lighting or irrigation controller location(s) (assumed turnkey by installer or others)
- Redesign of project in attempt to reduce construction costs (after completion of Construction Documents)

- As-built surveys
- Applying for and obtaining construction permits (typically completed by contractor)

**BILLING RATES**

| <b>LABOR CATEGORY</b>                         | <b>LOWEST</b> | <b>HIGHEST</b> |
|---|---------------|----------------|
| Department Head (VP, Division Manager)        | \$225.00      | \$300.00       |
| Senior Consultant                             | \$230.00      | \$290.00       |
| Director                                      | \$200.00      | \$285.00       |
| Group Manager                                 | \$195.00      | \$265.00       |
| Sr. Project Manager                           | \$190.00      | \$260.00       |
| Project Manager                               | \$135.00      | \$210.00       |
| Senior Project Engineer                       | \$140.00      | \$215.00       |
| Professional Engineer (Project Engineer, APM) | \$120.00      | \$195.00       |
| Graduate / Design Engineer                    | \$ 90.00      | \$140.00       |
| Sr. Civil Designer                            | \$ 90.00      | \$175.00       |
| Civil Designer                                | \$ 80.00      | \$140.00       |
| Sr. Planner                                   | \$130.00      | \$195.00       |
| Planner                                       | \$ 85.00      | \$150.00       |
| Sr. Landscape Architect (Studio Lead)         | \$130.00      | \$175.00       |
| Landscape Architect                           | \$100.00      | \$165.00       |
| Landscape Designer                            | \$ 85.00      | \$140.00       |
| Sr. Construction Manager                      | \$120.00      | \$195.00       |
| Construction Manager                          | \$100.00      | \$155.00       |
| Resident Project Representative               | \$ 85.00      | \$145.00       |
| Construction Engineer                         | \$ 85.00      | \$145.00       |
| Construction Inspector                        | \$ 70.00      | \$135.00       |
| GIS Developer                                 | \$105.00      | \$190.00       |
| GIS Analyst                                   | \$ 75.00      | \$125.00       |
| Survey Project Manager                        | \$130.00      | \$210.00       |
| Project Surveyor                              | \$110.00      | \$170.00       |
| Survey Technician                             | \$ 75.00      | \$155.00       |
| Clerical (Admin. Assistant)                   | \$ 60.00      | \$125.00       |
| Intern  | \$ 45.00      | \$ 85.00       |

## **REIMBURSABLE EXPENSES**

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In performance of the Scope of Services attached to the Project specific Proposal, the following types of expenses are not contemplated in the Total Proposal Fee. These are considered Reimbursable Expenses and LJA will be compensated for in accordance with the following:

1. Reproduction, out-of-town travel expenses, employee travel and mileage, and other non-labor charges directly related to the Project will be billed at cost plus ten percent.
2. Filing fees, permit fees, and other special charges which are advanced on behalf of the Client will be billed at cost plus ten percent.
3. Subcontracted services and other services by outside consultants will be billed at cost plus ten percent.
4. Vehicle mileage will be charged at the current IRS mileage rate per mile for all travel.

## **ATTACHMENT B**

### **COMPENSATION**

#### **Chuck Silcox Park, Lebow Park and Westhaven Park**

City Project No. 104701, 104702, 104703

Lump Sum Project

#### **I. Compensation**

- A. The ENGINEER shall be compensated a total lump sum fee of \$207,500 as summarized in Exhibit B-1 – Engineer Invoice and Section IV – Summary of Total Project Fees. The total lump sum fee shall be considered full compensation for the services described in Attachment A, including all labor materials, supplies, and equipment necessary to deliver the services.
- B. The ENGINEER shall be paid monthly payments as described in Section II - Method of Payment.

#### **II. Method of Payment**

- A. Partial payment shall be made to the ENGINEER monthly upon City's approval of an invoice prepared and submitted by the ENGINEER in the format and including content as presented in Exhibit B-1, Progress Reports as required in item III. of this Attachment B, and Schedule as required in Attachment D to this Agreement.
- B. The estimated current physical percent complete as required on the invoice shall be calculated from the progress schedule as required in Attachment D to this Standard Agreement and according to the current version of the City of Fort Worth's Schedule Guidance Document.
- C. The cumulative sum of such monthly partial fee payments shall not exceed the total current project budget including all approved Amendments.
- D. Each invoice shall be verified as to its accuracy and compliance with the terms of this Agreement by an officer of the ENGINEER.

#### **III. Progress Reports**

- A. The ENGINEER shall prepare and submit to the designated representative of the Park & Recreation Department monthly progress reports and schedules in the format required by the City.

**ATTACHMENT B**

**COMPENSATION**

**IV. Summary of Total Project Fees**

| Firm                               | Primary Responsibility | Fee Amount | %    |
|------------------------------------|------------------------|------------|------|
| <b>Prime ENGINEER</b>              |                        |            |      |
| LJA Engineering                    | Conceptual Planning    | \$207,500  | 100% |
| <b>Proposed MWBE Sub-ENGINEERS</b> |                        |            |      |
| None                               |                        |            |      |
|                                    |                        |            |      |
|                                    |                        |            |      |
| <b>Non-MWBE ENGINEERS</b>          |                        |            |      |
| None:                              |                        |            |      |
|                                    |                        |            |      |
|                                    |                        |            |      |
| <b>TOTAL</b>                       |                        | \$ 207,000 | 100% |

| Project Number & Name  | Total Fee | MWBE Fee   | MWBE % |
|--|-----------|------------|--------|
| 104701, 104702, 101403 - Chuck Silcox Park, Lebow Park, Westhaven Park | \$104,750 | \$ 102,750 | 50 %   |

City MWBE Goal = 0%

ENGINEER Committed Goal = 50%

**EXHIBIT "B-1"**  
**ENGINEER INVOICE**  
**(Supplement to Attachment B)**

Insert required invoice format following this page, including negotiated total budget and allocations of budgets across work types and work phases.

N/A

## **ATTACHMENT “C”**

### **CHANGES AND AMENDMENTS TO STANDARD AGREEMENT**

Design Services for  
Chuck Silcox Park, Lebow Park and Westhaven Park  
City Project No. 104701, 104702, 104703

Exhibit F Insurance Requirements:

Section 2 item f.

e. A minimum of thirty (30) days' notice of cancellation ~~or material change~~ in coverage shall be provided to City. A ten (10) days' notice shall be acceptable in the event of non-payment of premium.



**ATTACHMENT "D"**

**PROJECT SCHEDULE**

**Chuck Silcox Park, Lebow Park and Westhaven Park**

City Project No. 104701, 104702, 104703

The ENGINEER will work in timely manner to meet the project delivery goals of the City.  
The understanding of the project timing is as follows:

As Attached

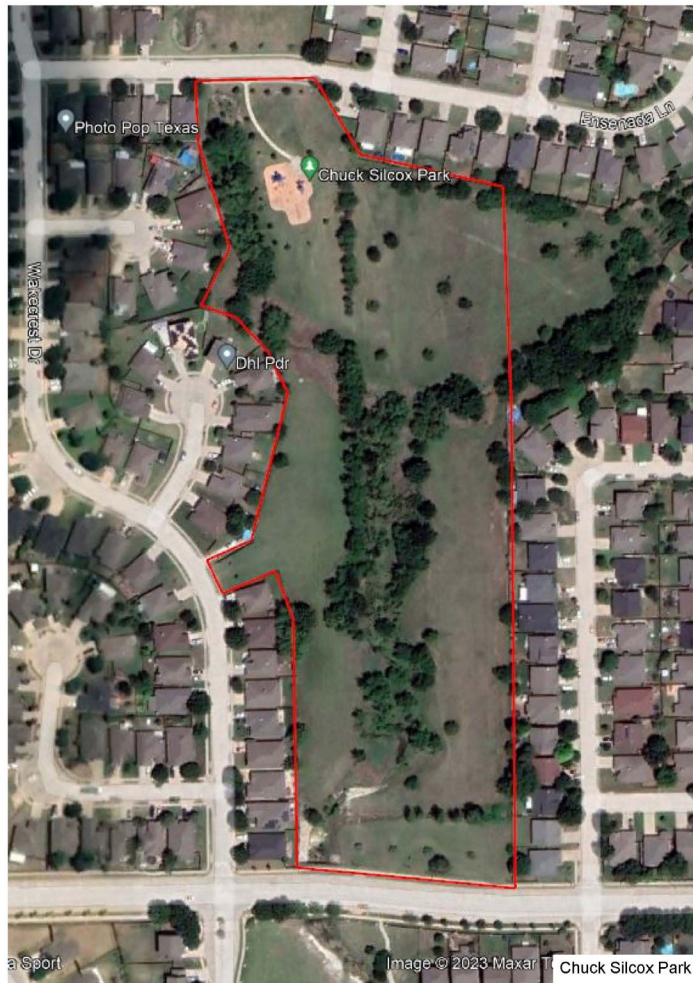
## ATTACHMENT "E"

### PROJECT LOCATION & MAP

#### Chuck Silcox Park, Lebow Park, Westhaven Park

City Project No. 104701, 104702, 104703

The PROJECT has three sites that are located in various locations around the City. Chuck Silcox Park is located the area east of the Walsh Ranch development north of I-30 and east of Chapel Creek Blvd as shown on the exhibit below:



Lebow Park is located the area south of Long Avenue on the west side of Schwartz Avenue as shown on the exhibit below:



Westhaven Park is located by Hulen Mall and south of I-20 on Westhaven Drive as shown on the exhibit below:

