



NOTICE OF THE REGULAR MEETING OF THE  
**PARKS COMMITTEE**

July 10, 2025 at 6:00 PM

Argyle Town Hall, 308 Denton Street, Argyle, Texas

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**AGENDA**

Notice is hereby given of the Regular Meeting of the Parks Committee beginning at 6:00 PM, Thursday, July 10, 2025, at Argyle Town Hall, 308 Denton Street, Argyle, Texas. The Items listed below are placed on the agenda for discussion and/or action.

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**American Flag**

**Texas Flag: "Honor the Texas Flag; I pledge allegiance to thee Texas, one state under God, one and indivisible."**

**OPEN FORUM**

*This is an opportunity for the public to address the Parks Committee on any matter of public business, except public hearings. Comments related to public hearings will be heard when the specific hearing begins. Each speaker is limited to five (5) minutes, unless the speaker requires the assistance of a translator, in which case the speaker is limited to ten (10) minutes, in accordance with applicable law. Each speaker shall approach the podium and state their name. Speakers shall address the governing body with civility that is conducive to appropriate public discussion. Speakers can address only the governing body as a whole and not individual city officials or employees. The public cannot speak from the gallery but only from the podium. Per the Texas Open Meetings Act, the Committee is prohibited from deliberating or taking action on any matter not listed on the agenda. The Committee may only: (1) make a statement of fact regarding the item; (2) make a recitation of existing policy regarding the item; or (3) propose the item be placed on a future agenda, in accordance with Council adopted procedures.*

**WORKSHOP ITEMS**

1. Discuss the role of the Parks Committee and the Town's long-term vision for park property.
2. Discuss the park design and scope of services prepared by Westwood for the Argyle Nature Trail.

**ADJOURN**

## CERTIFICATION

I hereby certify the above Notice of Meeting was posted on the bulletin board at Argyle Town Hall, a place convenient and readily accessible to the general public at all times, and to the Town's website in compliance with Chapter 551, Texas Government Code, on **July 4, 2025, by 5:00 p.m.** and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

*Harrison Wicks*

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Harrison Wicks, MPA

Director of Community Development



***Persons with disabilities who plan to attend this public meeting and who may need auxiliary aid or services are requested to contact the Argyle Town Hall 48 hours in advance, at 940-464-7273, and reasonable accommodations will be made for assistance.***



## PARKS COMMITTEE

**Meeting**

**Date:** July 10, 2025

**To:** Parks Committee Members

**From:** Harrison Wicks, Director of Community Development

**Subject:** Discuss the role of the Parks Committee and the Town's long-term vision for park property.

**Purpose:**

Discuss the role of the Parks Committee and the Town's long-term vision for park property.

**Background:**

During their meeting on February 25, 2025, Town Council authorized the creation of the Parks Committee to assist in the oversight of maintenance, improvements, and long-term planning of park property in the Town. A key mission of the Committee is to protect the integrity of the Town's neighborhoods and natural assets.

This agenda item is to introduce and discuss the role of the Parks Committee and solidify the mission and vision with Committee members to ensure cohesive action with Town Council and Town staff on behalf of the community.

**Exhibits:**

Exhibit A – Resolution - 2025-12 - Authorizing the Creation of a Parks Committee

Exhibit B – Resolution - 2025-13 - Appointing Parks Committee Positions

# EXHIBIT A

## TOWN OF ARGYLE, TEXAS RESOLUTION NO. 2025-12

### **A RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF ARGYLE, TEXAS, AUTHORIZING THE CREATION OF A PARKS COMMITTEE AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town is empowered under §51.001 of the Texas Local Government Code to adopt an ordinance that is for the good government of the Town;

**WHEREAS**, the Town has a substantial interest in oversight of Town property designated for parks;

**WHEREAS**, determining what actions should be taken on park property in the Town is important to protect the integrity of the Town's neighborhoods and natural assets;

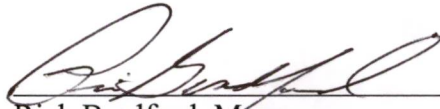
**WHEREAS**, assistance in the oversight of maintenance, improvements, and long-term planning of park property will aid the Town Council and staff in the proper management of Town facilities and resources.

### **NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF ARGYLE, TEXAS:**

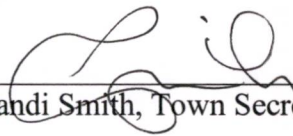
- Section 1.** The Town Council of the Town of Argyle, Texas, does hereby order the creation of a Parks Committee.
- Section 2.** The Parks Committee shall consist of up to fourteen members to be appointed by the Town Council. Said members shall serve at the pleasure of the Town Council.
- Section 3.** Members of the Parks Committee shall serve a two-year term. All members will be reappointed in even years.
- Section 4.** The Director of Communications and Marketing shall serve as the liaison between the Town and the Parks Committee. As a liaison, the Director of Communications and Marketing shall provide updates as needed to Town Council on meeting activities.
- Section 5.** The Parks Committee shall meet as needed to discuss possible projects on Park property owned by the Town of Argyle, to ensure progress is being made to implement the Town's long-term vision.
- Section 6.** This Resolution shall become effective from and after its date of passage.

**PASSED AND APPROVED THIS THE 25TH DAY OF FEBRUARY 2025.**

**TOWN OF ARGYLE, TEXAS**

  
Rick Bradford, Mayor

**ATTEST:**

  
Candi Smith, Town Secretary



# EXHIBIT B

## TOWN OF ARGYLE, TEXAS RESOLUTION NO. 2025-13

### A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF ARGYLE, TEXAS APPOINTING MEMBERS TO VARIOUS POSITIONS OF THE PARKS COMMITTEE; PROVIDING AN EFFECTIVE DATE.

**WHEREAS:** Annual appointments for the Town’s Boards, Commissions and Committees are made each year; and

**WHEREAS:** The Parks Committee has up to fourteen (14) positions open; and

**WHEREAS:** The fourteen (14) positions are two-year terms expiring October 31, 2026.

**BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF ARGYLE, TEXAS:**

**SECTION 1.** That the following members are hereby appointed to the Parks Committee:


PLACE	NAME	POSITION	TERM EXPIRATION
Place 1	Stephen Shannon	Parks Member	Oct. 2026
Place 2	Will Woods	Parks Member	Oct. 2026
Place 3	Trish Cook	Parks Member	Oct. 2026
Place 4	Michele Fitzhugh	Parks Member	Oct. 2026
Place 5	Zac Sheer	Parks Member	Oct. 2026
Place 6	David Gaona	Parks Member	Oct. 2026
Place 7	Christian Cockrell	Parks Member	Oct. 2026
Place 8	John Ankeny	Parks Member	Oct. 2026
Place 9	Jacob Fuller	Parks Member	Oct. 2026
Place 10	Judy Davenport	Parks Member	Oct. 2026
Place 11	Jerry Hamby	Parks Member	Oct. 2026
Place 12	Emily Holt	Parks Member	Oct. 2026
Place 13	Jim Reid	Parks Member	Oct. 2026
Place 14	Diane Weatherby	Parks Member	Oct. 2026

**SECTION 2.** That the newly appointed members to the Parks Committee are hereby appointed for the terms stated above and until the new successors are appointed and qualified.

**SECTION 3.** That this Resolution shall take effect upon its adoption with the new terms commencing as of the adoption date.

**PASSED AND APPROVED** this the 25th day of February 2025.

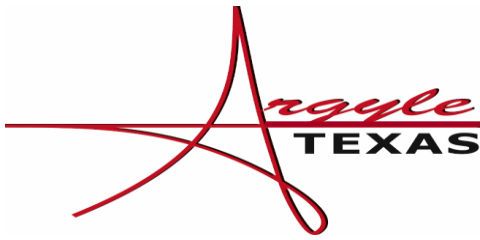
Town of Argyle, Texas

  
Rick Bradford, Mayor

ATTEST:

  
Candi Smith, Town Secretary





## PARKS COMMITTEE

**Meeting**

**Date:** July 10, 2025

**To:** Parks Committee Members

**From:** Harrison Wicks, Director of Community Development

**Subject:** Discuss the park design and scope of services prepared by Westwood for the Argyle Nature Trail.

**Purpose:**

Discuss the park design and scope of services prepared by Westwood for the Argyle Nature Trail.

**Background:**

During their meeting on June 16, 2025, Town Council approved resolution 2025-28 authorizing the Town to enter into a professional services agreement with Westwood Professional Services, Inc., for the purpose of providing engineering and design services of the Argyle Nature Trail.

This agenda item is to allow discussion on the proposal provided by Westwood, attached as Exhibit A, and to receive feedback from the Parks Committee members.

**Exhibits:**

Exhibit A – Westwood Proposal

# EXHIBIT A

PROPOSAL AND AGREEMENT FOR PROFESSIONAL  
CIVIL ENGINEERING, LAND SURVEYING &  
LANDSCAPE ARCHITECTURE SERVICES

# Argyle Park Design

SOUTH OF 202 COOK STREET  
ARGYLE, DENTON COUNTY, TEXAS 76226  
4.61± ACRES  
JUNE 30, 2025

PREPARED FOR:  
Argyle Town Council

PREPARED BY: **Westwood**

# Scope of Services & Fee Proposal

June 30, 2025 (Revised)

0059616.00

Westwood Professional Services, Inc.  
7557 Rambler Road, Suite 1400  
Dallas, Texas 75231-2388

(Hereinafter Referred to as “Westwood”),

AND

To Whom It May Concern  
**Argyle Town Council**

(Hereinafter Referred to as “Client”),

Upon execution by both Client and Westwood for the Argyle Park Trail Design project, Westwood shall provide services as set out in this Scope of Services and Fee Proposal based on scope for a 5’ wide trail improvement on an existing park property and per the terms of the General Conditions of Agreement attached hereto. The included scope anticipates providing surveying, civil engineering design services and landscape architecture design services (“Services”) for the subject tract and shall be paid in accordance with the Payment Schedule attached hereto in accordance with the invoicing schedule of the work described and the requirements set forth in the General Conditions of Agreement. The proposed site consists of 4.61± acres located south of 202 Cook Street in Argyle, Denton County, Texas 76226.

Improvements include approximately 0.40 miles of 5’ wide concrete trail and 10-12 parking spaces south of Cook Street with access from Cook Street. The trail improvements include connections to the east west south and north as shown on Attachment B. The following written scope is broken out by Task. Westwood will not proceed with any Task item without prior written notice to proceed from the Town of Argyle. It is our understanding that geotechnical information will be provided by the owner including recommendations for concrete thickness (pedestrian and vehicular), reinforcement, strength, light pole foundation, and subgrade preparation.

Sincerely,



Cody A. Atwood, P.E.

Argyle Park Design

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## Assumptions

Based on our preliminary discussions and review of the information received to date, the following is a list of assumptions and our perception of the services to be provided by Westwood:

- Underground utilities will be mapped per visible observations on site, markings per a state One Call, and plans provided by the Client. Below ground utilities will not be physically located. A third party private locate can be provided at an additional cost;
- The client will obtain land control and provide full site access for Westwood staff, and vehicles that may include trucks, ATV's, and/or aerial drones;
- The client will notify all participating landowners prior to Westwood visiting the Site;
- The entire site will be accessible during the daylight hours;
- Requests for services not outlined in the Scope of Basic Services will be considered "additional" and will be performed on an hourly basis in accordance with our current fee schedule.
- The site is not impacted by floodplain or other drainage constraints.
- Current Zoning on the subject tract allows the proposed uses;
- The proposed scope of services will consist of a single phase;
- Public infrastructure (roadways, water, sanitary sewer and/or storm sewer) is assumed to be available to the site and located at the boundaries of the site and being through public right-of-way and easements;
- All Geotechnical Services will be provided by others and copies of the associated reports will be provided to Westwood, and are to be relied upon for our scope of design services;
- No proposed restroom is included with this project.

Surveyors are required by the Professional Land Surveying Practices Act to inform you that the regulatory board having jurisdiction over Registered Professional Land Surveyors in the State is The Texas Board of Professional Engineering and Land Surveying, 1917 S. Interstate 35 Austin, Texas 78741, phone number 512-440-7723 and Email: info@pels.texas.gov. Complaints about surveying services may be forwarded to that regulatory board.

Westwood proposes the following scope of services for the proposed development project:

### Task 1

## Feasibility Investigation

### TREE INVENTORY AND ASSESSMENT

Through the use of a qualified subconsultant, Westwood will inventory, GPS locate to <60cm accuracy\*, and assess condition of all listed protected trees 6" dbh and greater per Argyle ordinance within the provided survey boundaries of 4.61-acre (approximate) project area. Tree diameter breast height (DBH), species, GPS location <60cm accuracy, and condition rating with supportive notes to be provided. Deliverable to be excel spreadsheet with link to individual tree report and photos of each tree and exported .csv in PNEZD format that can be imported into design software by others and drawn for tree plans. Locations in northing/easting in ESRI:102738 NAD 1983 StatePlane Texas North Central FIPS 4202 Feet coordinate system. Call/email with design team to discuss results included. Summary report with tree preservation/mitigation recommendations and development strategies to be provided for design team use.

\*Tree inventory to include general tree point location data per client-provided approximate property boundaries. Points located within approximately 60 centimeters circular error probable (CEP) from the trunk as visibly displayed on GIS rover collector equipment.

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## FEASIBILITY PLAN

Westwood will prepare a Conceptual Site Plan for the project, as required by the City for future design approval by phase. The Conceptual Site Plan will evaluate different options for trail material and construction, including: boardwalk, brick, concrete, and decomposed Granite. Because these plans are conceptual and are intended to aid in the preparation of construction documents, they shall not be construed as final landscape architecture plans for city approval or construction.

Included in this item:

- 2-D rendering of up to two (2) development options in enough detail to demonstrate design intent to the client.
- Pedestrian Lighting option which will be included in the cost estimate
- One (1) Presentation to the client for review and comment.
- Develop rough order of magnitude cost estimates for the concepts to aid the client in establishing a budget.
- Coordination with the civil engineers to support the overall concept design.
- Up to two (2) revisions to the concept to reflect client comments. Additional changes will be made on an hourly rate basis.

Not included in this item:

- Modeling of any building architecture.
- 3-D models.
- Detailed schematic design.
- Digital tree survey or field identification of trees.
- Environmental Investigation.

## Task 2

### Land Surveying and Design Phase Services

#### SITE BOUNDARY DETERMINATION

Westwood will do limited property research (filed plats and current deeds only) and complete fieldwork required to determine the boundaries of the site. This information will be used in site layout, dimensional control, and as a base for plats, surveys, and easement documents.

Included in this item:

- Plot easements or setbacks of which the surveyor has knowledge or has been made aware. This item does not include an abstract of title.
- Retrieve subdivision plats, maps and/or deeds delineating the ownership for the project.
- Limited field measurements to only those existing boundary monuments, deemed necessary by the surveyor, to determine the location of the site boundary.

Not included in this item:

- Information regarding the ownership of adjacent tracts.
- Right-of-Entry efforts for private property.
- Monumentation.
- Sealed or certified drawings, including ALTA or closing surveys.
- Metes & bounds property descriptions.

Argyle Park Design

## Landscape Architecture Services

### LANDSCAPE ARCHITECTURE ASSUMPTIONS AND EXCLUSIONS

Below are shown the assumptions and qualifiers for the landscape architecture scope of work found herein.

Assumptions:

- Project budget is unknown.

Exclusions:

- Presentations, documents, or plans required for “Special Exceptions”, Variances or Zoning changes required by the architectural or civil design solutions chosen by the Owner.
- Field identification or location of trees. The landscape architect assumes that the tree survey provided by the owner will have the pertinent information.
- Tree Mitigation Plan.
- Town Site Plan Submittal and/or review.
- Multiple design alternatives beyond those described herein, or significant site plan revisions following acceptance at each given phase of review documents.
- Hardscape Design (Civil Scope).
- Ornamental Planting and Irrigation Plans, in excess of revegetation plans with associated temporary irrigation specifications.
- Site signage and/or signs for buildings and vehicular circulation.
- LEED pursuit.
- Site walls over 36” height and/or retaining walls less than 36” height with significant surcharge.
- Regular owner/Architect/Contractor (OAC) project coordination meetings during construction.

### DEMOLITION PLAN

Westwood will prepare a Demolition Plan for the proposed project. The scope of work defined by this plan shall be limited to site work only. Plans and/or specifications for demolition of buildings and structures shall be by others if required.

Included in this item:

- Coordination of City review and approval of plans prepared as part of this item.
- Two (2) revisions to the plan to reflect site plan changes as a result of Owner or Architect comments. Additional changes will be made on an hourly rate basis.
- Limits of demolition or removal as appropriate.
- Identification of items to be protected and/or preserved during demolition.
- General notes related to the demolition activities.

### TREE PROTECTION PLAN

Westwood will provide a mitigation plan for the trees located on a site according to the governing municipal ordinance.

Included in this item:

- A digital spreadsheet provided the identification number of the tree, size in caliper inches, approximate canopy spread, species, and condition of the tree based on the tree survey.
- Tree protection plan, details and specifications as required by ordinance.

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## LANDSCAPE ARCHITECTURE PLAN SERVICES

Westwood will provide Landscape Architecture Design services that consists of hard surface elements of the site on the ground plane, excluding vehicular paving. Elements typically include coordination, selection and specifications of site furniture and park lighting.

Included in this item:

- Coordination of City review and approval of plans prepared as part of this item.
- Full construction design and documentation with deliverables as previously described to a level that is sufficient to demonstrate design intent and allow the construction thereof, including materials and quantity schedules.

Not included in this item:

- Items as specifically described in “Landscape Architecture Assumptions and Exclusions.”

## REVEGETATION PLANS

Westwood will provide plans, notes and schedules for reestablishing vegetative cover for site disturbed by construction activities.

Included in this item:

- Coordination with the Civil Engineer to establish areas of site disturbance requiring remediation.
- Revegetation Plan: One (1) plan with accompanying vegetative schedules and notes.
- Temporary Irrigation Plan: One (1) plan with accompanying notes and requirements for establishment of the vegetative cover.

## TAS/TDLR COORDINATION

Westwood will prepare submittal paperwork and submit plans and specifications to a Registered Accessibility Specialist (RAS) to be reviewed in accordance with the Texas Accessibility Standards (TAS); particularly, the Architectural Barriers Act.

Included in this item:

- Two (2) revisions to the plans to respond to any deficiencies in the plans and specifications identified in the RAS plan review.
- One (1) site visit with the RAS for the final site inspection.

Not included in this item:

- Changes to plan sheets other than those representing deficiencies in the design identified by the RAS.

## Civil Engineering Services (Site Design)

### CIVIL ENGINEERING ASSUMPTIONS AND EXCLUSIONS

Below are shown the assumptions and qualifiers for the Civil Engineering scope of work found herein.

Assumptions:

- Project budget is unknown.
- Current Zoning on the subject tract allows the proposed uses;
- The proposed scope of services will consist of a single phase;

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- Public infrastructure (roadways, water, sanitary sewer and/or storm sewer) is assumed to be available to the site and located at the boundaries of the site and being through public right-of-way and easements. No Public Roadway or utility improvements are included in this scope;
- All Geotechnical Services will be provided by others and copies of the associated reports will be provided to Westwood and are to be relied upon for our scope of design services.

Exclusions:

1. Design of franchise utilities (gas, power, phone service and cable television service, etc.)
2. Foundation Plan, design of docks, screening walls or detached structures
3. Geotechnical Investigation, Geotechnical Report or Soils Report/Investigation (May be available through subconsultant)
4. Locations of underground utilities and utility lines by way of digging or uncovering (May be available through subconsultant)
5. Application, submittal, review, permit, pro-rata, escrow, or impact fees
6. Extraneous revisions or additions to the plans as requested by the Client
7. Marketing and/or Lease Exhibits
8. Property taxes (Ad valorem, Property, Roll Back, Etc.)
9. Materials Testing
10. Construction
11. Public Roadway or Public Utility Improvements
12. Franchise Utility Coordination
13. Private On Site Sanitary Sewer Utility Work
14. Design of retaining walls or drainage thru walls
15. Relocation of existing public utilities

## GRADING & DRAINAGE PLAN

Based on the design option chosen by the Town of Argyle from the Task One Feasibility Phase, Westwood will prepare a Grading & Drainage plan for the project which consists of trail improvements and 10-12 parking spaces with access from Cook Street. This plan will show existing grades, proposed contours and spot elevations as required, and existing and proposed finished floor elevations. Grading concepts will be provided by the Landscape Architect in the preliminary phase and will be progressed and presented by Westwood through the Construction Documents. It is assumed that the site will sheet flow and no storm drain infrastructure will be required.

Included in this item:

- Coordination of City review and approval of plans prepared as part of this item.
- Two (2) revisions to the plan to reflect site plan changes as a result of Owner comments. Additional changes will be made on an hourly rate basis.
- Preparation of a site Drainage Area Map that will define stormwater discharges and proposed drainage patterns for the site.

Not included in this item:

- Profiles for public systems.
- Design of stormwater detention facilities.
- Design of any off-site storm sewer or drainage improvements not described above.
- Design of any underfloor drainage systems or grading, and the design of French drain systems around the building perimeters.
- Additional modifications to cut/fill balance the site after the initial revision.
- Design of on-site storm sewer, if required.
- Redesign of the site grading to balance the cut/fill on the site based upon contractor input.

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## **STORMWATER POLLUTION PREVENTION PLAN**

Westwood will prepare a Stormwater Pollution Prevention Plan for construction activities in the project area including an Erosion Control Plan, Instructions to the Contractor and Contractor's Checklists.

Included in this item:

- Coordination of City review and approval of plans prepared as part of this item.
- Two (2) revisions to the plan to reflect site plan changes as a result of Owner or Architect comments. Additional changes will be made on an hourly rate basis.

Not included in this item:

- Review and determination of any listed endangered or threatened species or designated critical habitats in the project area.
- Construction administration or monitoring of contract activities during construction.
- Assistance to the Owner and to the Contractor in filing the required Notice of Intent (NOI) and the Notice of Termination (NOT) form for the proposed construction activities.

## **Task 3**

### **Bid Phase and Construction Administration Services**

#### **BID PHASE SERVICES**

During the Bid Phase, Westwood will be available to provide coordination as required with prospective bidders. It is our understanding that the Town of Argyle will run the bid phase and open bids.

#### **ARBORIST CONSULTING**

Westwood's subconsultant, Tree Mann Solutions, to provide an estimated allowance for ongoing hourly consulting services, to be billed port to port, if/as needed, to address requested consulting scope such as additional assessments/reassessments, canopy impact studies, plan review, design collaboration, document preparation, call/meeting attendance, general comment clearing assistance, administrative variance preparation assistance, care plan preparation, advocacy with municipal review staff, etc.

#### **CONSTRUCTION ADMINISTRATION**

Westwood will be available to attend up to one (1) onsite and three (3) digital project coordination meetings (including conference calls) during construction. Meetings could include:

- Pre-Construction Conference.
- Substantial Completion Walk-Through.
- Final Completion Walk-Through.
- Visits to the construction-site to monitor progress of the construction and to check for general compliance with the construction documents.

This shall not be construed as performing continuous construction inspection. Westwood will also be available to review submittals from the Contractor that are required for this project and related to the civil site improvements. Those submittals could include Contractor's Application for Partial Payment and Final Payment, shop drawings, product data, mix design, etc. Submittals not required by the contract documents or not related to civil site improvements will not be reviewed. Westwood will also review and respond to Request for Information (RFI's) as they pertain to the actual design and/or clarification of the design.

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Please note the following:

- Westwood shall not at any time supervise or have authority over any Contractor work or jobsite management procedures, nor shall Westwood have authority over or be responsible for the means and methods, or procedures of construction selected or used by the Contractor.
- Westwood neither guarantees the performance of the Contractor nor assumes responsibility for the Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- Westwood shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- Westwood shall not be responsible for the acts or omissions of the Contractor or for any decision or interpretation of the Contract Documents made by the Contractor.
- While at the Site, Westwood's employees and representatives shall comply with the specific applicable requirements of the Contractor's and Owner's safety programs of which Westwood has been informed in writing.

## Land Surveying Services - Special Services (If Requested)

### TOPOGRAPHIC SURVEY

Westwood will perform an on the ground survey for the 4.61 acre (approximate) area shown on the attached Site Exhibit under the direct supervision of a Registered Professional Land Surveyor. The limit of survey work may be reduced or eliminated entirely if required by the city or the tree survey provides adequate information. The reduction in scope and fee will be discussed with the city prior to field work commencement.

Included in this item:

- Location of permanent improvements on, and immediately adjacent to, the site.
- Spot elevations at 50-foot intervals and significant grade breaks.
- Contours on one-foot intervals.
- Top of curb and gutter elevations for paving on, and immediately adjacent to, the site.
- Location of visible utilities and appurtenances.
- Location and sizes of underground utilities based on available record information.
- Westwood will graphically plot, if any, the Special Flood Hazard Area from the Flood Insurance Rate Map (FIRM), published by Federal Emergency Management Agency (FEMA), for this area.

Not included in this item:

- Species names of trees.
- Tree locations and identification in heavily wooded areas.
- Boundary surveying.
- Research or review of easements that may affect the subject tract.
- Subsurface utility engineering services.
- Location of sprinkler heads or irrigation control valves.

## Lighting Services – Special Services (If Requested)

### SITE LIGHTING PLAN

Westwood will provide a Site Lighting Plan to meet local and/or Client requirements listed below. This plan will include location and description of proposed trail and parking lot lighting improvements with specifications. It is assumed that the required power to site lighting will be provided from Cook Street.

Included in this item:

- Lighting that meets DarkSky principles (shielded,  $\leq 3,000$  K CCT) while providing  $\sim 0.25$  fc average for safety; motion-dimming after 10 p.m.
- Coordination with a lighting representative to select light fixtures and provide recommendations on placement/layout.
- Coordination of City review and approval of plans prepared as part of this item.
- One (1) revision to the plan to reflect site plan changes as a result of Owner comments. Additional changes will be made on an hourly rate basis.
- Photometric analysis of the site to determine optimal light standard locations.
- Class 5 OPCC.
- New 200-A electric meter at Cook Street; 2-in spare conduit.

## Exclusions

Based on our understanding of the scope of services, the following items are not included in this proposal:

1. Locations of underground utilities and utility lines by way of digging or uncovering (May be available through subconsultant)
2. Application, submittal, review, permit, pro-rata, escrow, or impact fees
3. Marketing and/or Lease Exhibits
4. Property taxes (Ad valorem, Property, Roll Back, Etc.)
5. Structural design of boardwalks or specialty construction administration for tree mitigation

## Schedule

Westwood acknowledges the importance to CLIENT of the project schedule and agrees to put forth its best professional efforts to perform its services in a manner consistent with that schedule. CLIENT understands, however, that Westwood's performance must be governed by sound professional practices. If, through no fault of Westwood, such periods of times or dates are changed, or the orderly and continuous progress of Westwood's services is impaired or Westwood's services are delayed or suspended, then Client agree to abide by the terms in the Agreement regarding adjustments to the time for completion of Westwood's services and/or the rates and amounts of Westwood's compensation. If requested, Westwood would be pleased to develop a project schedule outlining each of the items included previously described in the Scope of Services.

## Payment Schedule

Westwood proposes to provide the services described in this Proposal on a Fixed Fee basis for a total fee, exclusive of Reimbursable Expenses as set forth below. Some items may be indicated as “Hourly”, which will be provided on an hourly rate basis. A copy of our “Fee Schedule of Hourly Rates” is included in Attachment A for your reference. Reimbursable Expenses such as application fees, review fees, tax certificates, sales tax, reproductions, in-house printing, delivery and shipping fees, digital files, scanning, travel expenses, mileage, surveying supplies and materials, etc. are not included in the fees set forth and will be charged at cost times a multiplier as specified in the Agreement, if any. If applicable, please note that professional boundary surveying services are subject to state sales tax.

<b>Services</b>	
<b>Description</b>	<b>Fee</b>
<b>Task One – Feasibility Investigation</b>	
Tree Inventory & Assessment	\$ 8,800.00
Feasibility Plan	\$ 8,300.00
<b>SUBTOTAL</b>	<b>\$ 17,100.00</b>
<b>Task Two – Design Phase</b>	
<b>Land Surveying Services</b>	
Site Boundary Determination	\$ 3,000.00
<b>Landscape Architecture Services</b>	
Demolition Plan	\$ 2,250.00
Tree Protection Plan	\$ 2,250.00
Landscape Architecture Plan Services	\$ 2,800.00
Revegetation Plans	\$ 2,250.00
TAS/TDLR Coordination	\$ 3,000.00
<b>Civil Engineering Services</b>	
Grading & Drainage Plan	\$ 7,000.00
Stormwater Pollution Prevention Plan	\$ 1,500.00
<b>SUBTOTAL</b>	<b>\$ 24,050.00</b>
<b>Task Three – Bid and Construction Administration</b>	
Bid Phase	\$ 2,000.00
Arborist Consulting	\$ 3,000.00
Construction Administration	\$ 6,000.00
<b>SUBTOTAL</b>	<b>\$ 11,000.00</b>
<b>TOTAL BASIC SERVICES</b>	<b>\$ 52,150.00</b>
<b>Land Surveying Services – Special Services (If Requested)</b>	
Topographic Survey	\$ 12,000.00
<b>SUBTOTAL</b>	<b>\$ 12,000.00</b>

<b>Lighting Services – Special Services (If Requested)</b>			
Feasibility Plan – Lighting		\$	10,500.00
	<b>SUBTOTAL</b>	<b>\$</b>	<b>10,500.00</b>
	<b>TOTAL ALL SERVICES</b>	<b>\$</b>	<b>74,650.00</b>

\*Please note that boundary surveying and related services are subject to state and local sales tax. It is our understanding that the work described in this proposal will be contracted directly with the Argyle Town Council, a tax-exempt entity. If Argyle Town Council provides Westwood with a “Texas Sales and Use Tax Exemption Certificate” prior to Westwood beginning work, then sales tax will not be charged when these services are invoiced.

The client may add additional tasks due to field conditions and committee input for hourly fees or negotiated rates.

Please note that the fees above are based on the assumption that Westwood will perform the above services all together for this project. In the event any item is deleted from the scope of work, Westwood reserves the right to adjust the fees for other items as appropriate.

This Proposal is offered for a period of thirty (30) days after which, if Client has not executed the Agreement to which this Proposal applies, said Proposal should no longer be valid.

KCM/jmc  
0059616.00R4

# Signatures

The Proposal for the Project, together with the with the attachments herein, including the General Conditions of Agreement and any amendments or change orders hereto, which are each incorporated by reference, are an agreement (collectively, the “Agreement”) between Client and Westwood, each a “Party” and collectively, the “Parties”.

In the event of any inconsistency or conflict between the terms and conditions of any contract documents related to this Agreement, the order of precedence (from higher to lower) shall be (1) the General Conditions of Agreement, (2) the Proposal, and (3) any other applicable agreement or document. Any amendment or change order with additional or expressly conflicting provisions to the terms of this Agreement shall only be effective and control if the Parties mutually agree in writing that the subject additional or conflicting provisions are intended to prevail and supersede over the contract documents identified in the order of precedence above.

By signing below, Client and Westwood each agree to be bound to the terms and conditions and perform their respective obligations and duties. The Parties hereto have executed this Agreement, which is effective as of June 30, 2025 (the “Effective Date”).

**CLIENT:**  
**Argyle Town Council,**  
a Texas organization

**WESTWOOD:**  
**Westwood Professional Services, Inc.,**  
a Texas corporation

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name – Printed)

\_\_\_\_\_  
(Name – Printed)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

**Client Address/Contact for giving notices:  
notices:**

**Westwood Address/Contact for giving**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Westwood Professional Services, Inc.  
C/O General Counsel  
2805 North Dallas Parkway, Suite 150  
Plano, Texas 75093  
Email: legal@westwoodps.com

Argyle Park Design

# Attachment A – Fee Schedule (For Hourly Work)

## FEE SCHEDULE FOR PUBLIC INFRASTRUCTURE SERVICES

2025D – South Region

The following is the fee schedule for all work performed under an hourly agreement.

Classification	Hourly Rate
Survey Tech I – Survey Tech VI.....	\$130 – \$220
Survey Field I – Survey Field VII.....	\$80 – \$185
Graduate Surveyor I – Graduate Surveyor III.....	\$150 – \$180
Surveyor I – Surveyor VI .....	\$205 – \$270
Remote Sensing Field Tech I – Remote Sensing Field Tech VII.....	\$115 – \$200
Remote Sensing Field Manager .....	\$215
Remote Sensing Tech I – Remote Sensing Tech V.....	\$135 – \$200
Remote Sensing Manager .....	\$230
Engineering Technician I – Engineering Tech VII.....	\$130 – \$210
Graduate Engineer I – Graduate Engineer IV.....	\$155 – \$195
Engineer I – Engineer VII .....	\$200 – \$285
Dust Monitor.....	\$80
Construction Observer I – Construction Observer V .....	\$120 – \$180
Drafter I – Drafter IV.....	\$85 – \$115
Environmental Scientist I – Environmental Scientist VIII .....	\$130 – \$245
Environmental Field I – Environmental Field III.....	\$90 – \$115
GIS I – GIS VIII .....	\$105 – \$225
Graduate Landscape Architect I – Graduate Landscape Architect III.....	\$125 – \$160
Landscape Architect I – Landscape Architect VI .....	\$155 – \$240
Project Processor I – Project Processor II.....	\$90 – \$110
Project Coordinator I – Project Coordinator II.....	\$130 – \$145
Senior Project Coordinator I – Senior Project Coordinator II .....	\$170 – \$180
Admin I – Admin V.....	\$90 – \$140
Intern I – Intern III .....	\$85 – \$115
Assistant Project Manager I – Assistant Project Manager III.....	\$185 – \$210
Project Manager I – Project Manager VII .....	\$ 205 – \$305
Expert Witness – Court Appearance/Deposition.....	2 x rate
Westwood Current™ (Geospatial Project Management Tool) Setup and Licensing .....	\$600.00+
Specialized Geospatial Equipment – Per Day Use .....	\$200.00 – \$3,000.00





Charges for Other Direct Costs, Outside Services, and facilities furnished by Westwood are computed on the basis of actual cost plus 15 percent.

Argyle Park Design

# Attachment B

Argyle Park Trails

## Legend

-  Access Trails
-  Approximate Property Lines
-  Approximate Survey Limits
-  Main Trail (1/4 mile loop)

Item 2.



# Attachment C – General Conditions of Agreement

## Westwood

### 1.01 SCOPE AND RESPONSIBILITIES

- A. *Scope.* The Proposal for the Project, together with (i) the attachments herein, including these General Conditions of Agreement, and (ii) any amendments or change orders hereto, are collectively the Agreement between Client and Westwood. In exchange for the mutual covenants and promises and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree that Westwood shall provide, or cause to be provided, the Services set forth in this Agreement for Client in exchange for the payment contemplated. In addition, Westwood shall provide drawings, specifications, plans, designs, work product, and other items and materials as described herein (the “Deliverables”).
- B. *Westwood.* Westwood shall perform Services for the Project as set forth in the Proposal in accordance with the terms of this Agreement. Westwood reserves the right to augment its staff with employees and/or consultants as it deems appropriate to assist in the performance of Services for the Project due to Project logistics, scheduling issues, and/or market conditions. The Deliverables and all other documents, software, data, intellectual property, and other work products created, developed, produced, delivered, performed, and/or provided by Westwood, whether in hard copy or in electronic form, are instruments of service (“Instruments of Service”) for this Project, whether the Project is completed or not.
- C. *Client.* In addition to the other responsibilities described in this Agreement and/or imposed by law or in equity, Client shall have the following obligations:
  1. Provide all information and criteria as to Client’s requirements, objectives, and expectations for the Project, including all numerical criteria that Client expects Westwood and its consultants, if any, to meet, including all standards of development, design, and/or construction.
  2. Provide Westwood all previous studies, plans, and/or other documents pertaining to the Project, including but not limited to the contract with the property owner (the “Prime Contract”), if any, and all applicable data requested by Westwood.
  3. Arrange for reasonable access to the Project site and other private or public property, including any easements or other authorizations as required for Westwood to provide the Services.
  4. Review all documents and/or oral reports presented by Westwood and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services for the Project.
  5. Apply for and furnish applicable approvals, licenses, and/or permits from governmental authorities having jurisdiction over the Project.
  6. Furnish certifications and/or consents from other entities as may be necessary from time to time and in accordance with Section 9.01.C herein.
  7. Be responsible for obtaining from others such independent accounting, legal, insurance, cost estimating, and overall feasibility services as Client may desire for the Project.
  8. Give reasonably prompt written notice to Westwood whenever Client becomes aware of any development that affects the scope, timing, and/or payment of Westwood’s Services and/or any defect or noncompliance in any aspect of the Project.

### 2.01 ADDITIONAL SERVICES

- A. The Parties recognize that the Project scope may change from time to time, and in such an event, Westwood may furnish services in addition to those set forth in the Proposal, if authorized by Client in writing.
- B. In such case(s), the Parties shall appropriately and reasonably adjust Westwood’s Services, the Project Schedule, and compensation for such additional services. Specifically, Client shall pay Westwood for such additional services an amount equal to the cumulative hours charged to the Project by each class of Westwood’s employees multiplied by the rates for each applicable billing class plus reimbursable expenses and Westwood’s consultant charges, if any. Client shall also adjust the budget and anticipated design and construction milestones, if any, as necessary to accommodate such changes to the Project Schedule. Additional Services may be documented in a Project Change Order, a template of which can be made available to Client if requested.

### 3.01 PAYMENT PROCEDURES

- A. *Compensation.* Client shall compensate Westwood for its Services as set forth in this Agreement, including any subsequent amendments and/or change orders. Client shall pay Westwood as follows:
  1. *Hourly.* If all or any portion of the Services are agreed to be on an hourly basis, invoice amounts shall be in accordance with Westwood’s Fee Schedule in effect at the time when the Services are performed. Westwood’s current Fee Schedule may be found at Attachment A. Westwood’s standard hourly rates in the Fee Schedule shall be defined as an amount equal to the cumulative hours charged to the Project by Westwood’s employees times standard hourly rates for each applicable billing class for all Services

performed on the Project plus reimbursable expenses and Westwood's consultant charges, if any. Fee Schedule prices and rates are subject to change.

2. *Lump Sum/Fixed Fee.* If all or any portion of the Services are agreed to be on a lump sum/fixed fee basis, invoice amounts shall be an amount equal to the percent of each task's completion multiplied by the sum of the task plus reimbursable expenses and Westwood's consultant charges, if any. Specific lump sum/fixed fee compensation information are included and further detailed in the Payment Schedule within the Proposal.

Reimbursable expenses for hourly or lump sum/fixed fee Services are defined as Project-related internal expenses to Westwood actually incurred plus all invoiced external reimbursable expenses allocable to the specific project, the latter of which is multiplied by a factor of 1.15.

If applicable, when compensation to Westwood includes charges of Westwood's consultants, those charges shall be the amounts billed by Westwood's consultants to Westwood multiplied by a factor of 1.15. The consultant's reimbursable expenses and Westwood's factors include consultant overhead and profit associated with Westwood's responsibility for the administration of such services.

Westwood may alter the distribution of compensation between individual phases of work for hourly or lump sum/fixed fee Services to be consistent with the Services actually rendered.

- B. *Preparation of Invoices.* Westwood will prepare a monthly invoice in accordance with Westwood's standard invoicing practices and submit the invoice to Client.
- C. *Payment of Invoices.* Invoices are due and payable within thirty (30) days of receipt.
- D. *Termination or Suspension of Services.* If Client fails to make any payment due to Westwood for fees, costs, or expenses within thirty (30) days of receipt of Westwood's invoice, such failure shall be considered substantial nonperformance and cause for termination in accordance with Section 8.01.B.3.iii of this Agreement. Alternatively, Westwood may suspend Services under this Agreement until Westwood has been paid in full for all amounts due and after giving seven (7) days advance written notice to Client. In the event of a suspension of Services under this Section, Westwood shall have no liability for delay or damage caused because of its suspension of Services. If Westwood resumes its Services after being paid all amounts due, the Westwood's time and compensation may be equitably adjusted, if necessary.
- E. *Payment Disputes.* Client shall provide written notification to Westwood within fourteen (14) days of receipt of the invoice should Client object to all or any part of the charges appearing on the invoice. Such written notice shall set forth, at a minimum, the specific portion of the invoice disputed, the amount disputed, and the alleged factual and legal basis for the dispute. The portion of the invoice not in dispute shall be paid by Client within thirty (30) days receipt of said invoice, and the disputed portion shall be resolved in accordance with Section 7.01 herein.
- In no event shall Client withhold amounts from Westwood's compensation to impose a penalty or liquidated damages unless Westwood has been found liable for the amounts in a binding dispute resolution proceeding or lawsuit.
- F. *Taxes.* Each Party shall be solely responsible for their own tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to this Agreement.
- G. *Attorney Fees.* In the event that Westwood must retain an attorney or collection agency due to Client's breach of this Agreement and/or to recover amounts due and owing to Westwood, including any additional services authorized by Client in writing pursuant to Section 2.01, Client shall be liable for all fees, costs, and expenses, including reasonable attorney fees, incurred regardless of whether an action is filed or not.
- H. *Interest.* Interest on any outstanding invoice balance past 30 days shall accrue at the maximum lawful rate and so as to comply with applicable usury laws then in effect, if any. Payments will be credited first to interest and then to principal.

#### 4.01 INTELLECTUAL PROPERTY

- A. *Ownership and License.* Westwood shall be the owner of all right, title, and interest in and to any and all Deliverables and/or Instruments of Service, together with any and all related rights of copyright, patent, trade secret, trademark, service mark, and all other proprietary rights of any kind whatsoever, including all Westwood delivery Services, software, data, and all other Westwood work product and intellectual property. Subject to the provisions herein and upon Westwood's receipt of full payment for the Deliverables and/or Instruments of Service, Westwood hereby grants to Client, and Client accepts (i) a nonexclusive, nontransferable, without the right to sublicense, royalty-free license to use the Deliverables and/or Instruments of Service for the sole purpose of constructing the Project, and (ii) the right to reproduce applicable portions of the Deliverables and/or Instruments of Service for Client's contractors, consultants, and/or suppliers solely for use in construction of the Project; provided, however, that Client reproduces on such copies the copyright notice and other proprietary legends that were on the original, if any. Upon termination of this Agreement or due to forces or acts beyond Westwood's control that prevent Westwood from performing the Services or the Project's completion, the license granted herein shall immediately terminate, and Client shall immediately return the Deliverables and/or Instruments of Service to Westwood.
- B. *Reuse.* Deliverables and/or Instruments of Service are not intended or represented to be suitable and are not licensed to Client for reuse, change, or alteration on extensions of the Project or on any other project without

the express written permission of Westwood. Any unauthorized use of the Deliverables and/or Instruments of Service will be at the user's sole risk without liability to Westwood, and Client hereby agrees to indemnify and hold harmless Westwood, its officers, directors, partners, employees, and consultants, if any, from and against any and all third-party claims for costs, losses, and damages, including the cost of defense and attorney fees, arising out of any such unauthorized use.

#### 5.01 GENERAL CONSIDERATIONS

- A. *Standard of Care.* The standard of care ("Standard of Care") for all Services performed or furnished by Westwood under this Agreement will be the care and skill ordinarily used by members of Westwood's profession practicing under similar circumstances at the same time and in the same locality. Westwood shall perform its Services as expeditiously as is consistent with such professional skill and care and in accordance with the orderly progress of the Project.
- B. **DISCLAIMER OF WARRANTIES AND GUARANTEES. EXCEPT FOR THE STANDARD OF CARE, WESTWOOD MAKES NO OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO WESTWOOD'S SERVICES UNDER THIS AGREEMENT. WESTWOOD HEREBY DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. THESE SERVICES AND THIS DISCLAIMER EXTEND TO ALL WESTWOOD DELIVERY SERVICES, SOFTWARE, DATA, AND ALL OTHER WESTWOOD WORK PRODUCT AND INTELLECTUAL PROPERTY. FURTHER, WESTWOOD NEITHER GUARANTEES THE PERFORMANCE OF ANY THIRD PARTY, INCLUDING CONTRACTORS, USING THE DELIVERABLES OR SERVICES NOR ASSUMES ANY RESPONSIBILITY FOR ANY THIRD PARTY'S FAILURE TO FURNISH OR PERFORM ANY WORK THAT USES THE DELIVERABLES OR SERVICES.**
- C. *Compliance with Laws.* The Parties will apply the Standard of Care and will comply with applicable laws, codes, regulations, and ordinances in effect at the time of rendering Services during the term of this Agreement, and which to the best of each Party's knowledge, information, and belief, apply to each Party's respective obligations.
- D. *Right of Entry.* Client grants to Westwood, and, if the Project site is not owned by Client, warrants that permission has been granted for, a reasonable right of entry, access, and/or easement from time to time by Westwood, its employees, agents, and/or consultants upon the Project site for the purpose of providing the Services. Upon written request and approval by Westwood, Westwood may assist Client in obtaining necessary permits and/or licenses related to rights of entry and/or easements in order for Westwood and Westwood's consultants, if any, to adequately access and perform Services at the Project site under this Agreement.
- E. *Underground Data and Investigative Equipment.* Client shall advise and provide Westwood with all information and data in its possession concerning the type and location of all underground utilities, both public and private, as applicable. Client recognizes that the use of investigative equipment and practices may unavoidably alter the existing Project site conditions and affect the environment in the area being studied despite the use of reasonable care. If Client elects to proceed, Client shall indemnify and hold Westwood harmless from claims for damages caused by reasons of Westwood's provision of Services under this Section.
- F. *Reliance on Client-Provided Data.* Client shall be responsible for—and Westwood and its consultants, if any, may use and/or rely upon—the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Client or Client's consultants, if any, including but not limited to Client's contractors, manufacturers, and/or suppliers (collectively, "Client-Provided Data"). Westwood assumes no responsibility or liability for the accuracy or completeness of such Client-Provided Data, and Westwood may use such Client-Provided Data in performing or furnishing the Services under this Agreement. Westwood agrees to coordinate the Services with the work provided by Client and/or Client's consultants for the Project, if any, but Client agrees that Westwood will not be responsible for any interpretations or recommendations generated or made by others, which are based, whole or in part, on Westwood's Deliverables, interpretations, or recommendations as a result of errors, omissions, or inaccuracies contained within the Client-Provided Data.
- G. *Corrections.* Within 60 days of delivery and in the event that Westwood's Services, Deliverables, or Instruments of Service fail to meet the Standard of Care, Client shall promptly notify Westwood in writing, and Westwood shall have the opportunity to correct, and to commence correction of the Services, Deliverables, or Instruments of Service at Westwood's expense within 15 days of receipt of Client's written notice. Westwood shall correct such deficiency(ies) without additional compensation to Client within 60 days after Westwood's receipt of Client's written notice, except to the extent such action is directly attributable to deficiencies in Client-Provided Data. If for any reason Westwood is not able to correct such deficiency(ies) within 60 days after Westwood's receipt of Client's written notice under this Section, Westwood will notify Client and will advise in writing the time frame needed to correct the deficiency(ies) as expeditiously as possible.
- H. *Responsibility for Others.* Westwood shall not be responsible for the acts, errors, or omissions of any consultant(s), contractor(s), subconsultant(s), subcontractor(s), and/or supplier(s), or of any of their agents or employees or any other persons (except Westwood's own employees or those for whom Westwood is legally

responsible) furnishing or performing any work or for any decision made on interpretations or clarifications of Deliverables or Instruments of Service without the consultation and advice of Westwood.

- I. *Non-Construction Phase Work.* It is understood and agreed that if Westwood's Services under this Agreement do not include construction-phase work, and that such work will be provided by Client or others on behalf of Client, then Client assumes all responsibility for interpretation of the Deliverables and/or Instruments of Service for construction observation and/or review. In such instances, if applicable, Client waives any and all claims against Westwood that may be in any way connected thereto. Further, Westwood shall not be required to make exhaustive or continuous on-site inspections of the Project to check the quality or quantity of the work for construction but will reasonably promptly report to Client known deviations, defects, and/or deficiencies, if any.
- J. *Hazardous Environmental Conditions.* The Parties acknowledge this Agreement does not include any Services related to a known hazardous environmental condition. Such conditions include, but are not limited to the presence of, asbestos, polychlorinated biphenyls, petroleum, toxic substances or waste, and/or radioactive materials (collectively, "Hazardous Environmental Conditions"). If Client becomes aware or suspects a Hazardous Environmental Condition, Client agrees to notify Westwood in writing as soon as reasonably practicable. If Westwood or any other entity or individual encounters a Hazardous Environmental Condition, Westwood may, at its option and without liability for consequential, liquidated, or any other damages, suspend performance of Services on the portion of the Project affected thereby until Client (i) retains an appropriate specialist consultant and/or contractor to identify and, as appropriate, abate, remediate, and/or remove the Hazardous Environmental Condition and (ii) warrants that the site is in full compliance with applicable laws, codes, regulations, and ordinances then in effect, if any. Westwood shall have no responsibility for the discovery, presence, handling, removal, disposal of, or exposure of persons or property to any such Hazardous Environmental Condition in any form at the Project site.
- K. *Substitutions.* Westwood shall not be responsible for Client's directive, substitution, or acceptance of non-conforming work at the Project that is made or given without Westwood's written approval.

#### 6.01 ALLOCATION OF RISKS

- A. **INDEMNITY BY WESTWOOD. TO THE FULLEST EXTENT PERMITTED BY LAW, WESTWOOD SHALL INDEMNIFY AND HOLD HARMLESS (BUT SHALL NOT DEFEND) CLIENT, CLIENT'S OFFICERS, DIRECTORS, PARTNERS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL THIRD-PARTY CLAIMS FOR COSTS, LOSSES, OR DAMAGES TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF WESTWOOD OR WESTWOOD'S OFFICERS, DIRECTORS, PARTNERS, OR EMPLOYEES IN THE PERFORMANCE OF WESTWOOD'S OBLIGATIONS UNDER THIS AGREEMENT. IN NO EVENT SHALL WESTWOOD'S INDEMNITY OBLIGATIONS EXTEND BEYOND ANY APPLICABLE ANTI-INDEMNITY STATUTE OR THE LIMITS OF LIABILITY CONTEMPLATED IN SECTION 6.01.C BELOW.**
- B. **INDEMNITY BY CLIENT. TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS (BUT SHALL NOT DEFEND) WESTWOOD, WESTWOOD'S OFFICERS, DIRECTORS, PARTNERS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL THIRD-PARTY CLAIMS FOR COSTS, LOSSES, OR DAMAGES TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF CLIENT OR CLIENT'S OFFICERS, DIRECTORS, PARTNERS, OR EMPLOYEES IN THE PERFORMANCE OF CLIENT'S OBLIGATIONS UNDER THIS AGREEMENT. IN NO EVENT SHALL CLIENT'S INDEMNITY OBLIGATIONS EXTEND BEYOND ANY APPLICABLE ANTI-INDEMNITY STATUTE OR THE LIMITS OF LIABILITY CONTEMPLATED IN SECTION 6.01.C BELOW.**
- C. **LIMITATION OF LIABILITY.**
1. **TO THE FULLEST EXTENT OF THE LAW AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT, THE TOTAL LIABILITY, IN THE AGGREGATE, OF WESTWOOD AND WESTWOOD'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND CONSULTANTS TO CLIENT OR TO ANYONE CLAIMING BY, THROUGH, OR UNDER CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ACTS, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF ANY WARRANTY, EXPRESS OR IMPLIED, OF WESTWOOD OR WESTWOOD'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR CONSULTANTS, SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED BY WESTWOOD UNDER THIS AGREEMENT OR \$50,000.00, WHICHEVER IS GREATER.**
  2. **IT IS THE INTENT OF THE PARTIES THAT WHERE NEGLIGENCE IS DETERMINED TO HAVE BEEN JOINT OR CONTRIBUTORY, PRINCIPLES OF COMPARATIVE NEGLIGENCE WILL BE FOLLOWED, AND EACH PARTY SHALL BEAR THE PROPORTIONATE COST OF**

ANY LOSS, DAMAGE, EXPENSE, OR LIABILITY ATTRIBUTABLE TO SUCH PARTY'S NEGLIGENCE.

3. IT IS INTENDED BY THE PARTIES THAT THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT SHALL NOT SUBJECT WESTWOOD'S INDIVIDUAL SHAREHOLDERS, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, OR EMPLOYEES TO ANY PERSONAL LEGAL EXPOSURE FOR THE RISKS ASSOCIATED WITH WESTWOOD'S SERVICES UNDER THIS AGREEMENT.

D. **WAIVER OF CERTAIN DAMAGES.** TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY WAIVES AGAINST THE OTHER, INCLUDING THEIR EMPLOYEES, OFFICERS, DIRECTORS, MEMBERS, PARTNERS, AGENTS, AND INSURERS, ANY AND ALL CLAIMS FOR OR ENTITLEMENT TO INCIDENTAL, SPECIAL, CONSEQUENTIAL, LIQUIDATED, INDIRECT, EXEMPLARY, AND/OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES. THIS PROHIBITION EXTENDS TO ANY CLAIMS FOR LOSS OF PROFITS, REVENUE, OPPORTUNITY, GOOD WILL, COST OF SUBSTITUTE FACILITIES, GOODS, SERVICES, AND/OR COST OF CAPITAL.

#### 7.01 CLAIMS AND DISPUTES

- A. *Notice.* In addition to the provisions of Section 3.01 above regarding payment disputes, if any other dispute, controversy, or claim ("Dispute") should arise between the Parties relating to this Agreement, written notice of the Dispute shall be provided by the aggrieved Party to the other Party within 14 days of the instance giving rise to the Dispute.
- B. *Informal Dispute Resolution.* After written notice of a Dispute, the Parties shall attend an in-person meeting, or by remote means if mutually agreeable, in the county where the Project is located or at another mutually agreeable venue. Each Party shall designate at least one person with authority to act and bind the company on its behalf to attend the meeting in a good faith effort to resolve the Dispute and in a timely and cost-effective manner before any further escalation as detailed in this Section.
- C. *Mediation and Litigation.* Should any Dispute fail to resolve during the meeting required under Section 7.01.B, such Dispute shall be submitted to mediation in accordance with the Construction Industry Arbitration Rules and Mediation Procedures of the American Arbitration Association as a condition precedent to arbitration. The Parties shall agree upon a mediator in the county where the Project is located or in another county if mutually agreed in writing by the Parties. The Parties shall split any mediation fee(s) payable to the mediator to conduct the mediation. The Parties shall each be responsible for and bear their own separate costs and fees for the mediation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes. Should mediation fail, the Dispute shall be resolved by litigation to be held in the county where the Project is located or in another county if mutually agreed in writing by the Parties.
- D. *Subpoenas and Document Production.* In the event Westwood is asked or forced through subpoena, deposition, or otherwise to participate in a dispute resolution proceeding between Client and a third-party(ies), including but not limited to providing trial and pre-trial testimony and searching, reviewing, and/or producing documents, Westwood shall recover its costs, fees, and expenses (including its attorney fees) and be compensated for all time spent at the highest rate provided in Attachment A.
- E. *Consolidation/Joinder.* The Parties agree to consolidation and/or joinder with another pending dispute resolution proceeding, if any, to the extent such consolidation and/or joinder (i) substantially involves common questions of law or fact; (ii) is in the interest of justice or is otherwise necessary to afford complete relief to the Parties hereto; and (iii) is permitted by the judge, arbitrator, mediator, insurance carrier(s), or other decision maker in the other dispute resolution proceeding. The Parties consent to consolidation and/or joinder under this Section even if the other dispute resolution proceeding is in a venue not provided for in this Agreement and/or otherwise is not selected by the Parties hereto.
- F. *Performance.* Client shall continue its payment obligations in accordance with this Agreement during the pendency of any dispute resolution proceedings, including informal dispute resolution, mediation, arbitration, and/or litigation.

#### 8.01 TERM AND TERMINATION

- A. *Term.* This Agreement shall commence on the Effective Date and remain in full force and effect for a period of one (1) year after Westwood's completion of Services. This Agreement may be renewed by mutual written agreement of the Parties.
- B. *Termination.* This Agreement may be terminated:
1. By either Party for convenience upon 35 days written notice.
  2. By either Party upon 30 days written notice in the event of failure by the other Party to perform in accordance with the Agreement's terms through no fault of the terminating party.

Notwithstanding the foregoing, this Agreement will not terminate as a result of a failure to perform in accordance with the Agreement if the Party receiving a notice of failure to perform begins within seven (7) days of receipt of such notice to correct its failure and proceeds diligently to cure such failure within

30 days of receipt of said notice; provided, however, that if and to the extent such failure cannot be reasonably cured within such 30 day period, and if such Party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

3. By Westwood:

- i. Upon seven (7) days written notice if Westwood believes that Westwood is being requested by Client to furnish or perform services contrary to Westwood's responsibilities as a licensed professional;
- ii. Upon seven (7) days written notice if Westwood's Services for the Project are delayed or suspended for more than 90 days for reasons beyond Westwood's control; or
- iii. Upon seven (7) days written notice if Client fails to make any payment due to Westwood in accordance with this Agreement.

Westwood shall have no liability to Client as a result of such termination in this Section.

4. In the event of a termination of this Agreement, the terminating Party may set the effective date of termination at a time up to 30 days later than would otherwise be provided to allow Westwood time to demobilize personnel and equipment from the Project site; to complete tasks providing value that would otherwise be lost; to prepare notes as to the status of completed and uncompleted tasks; and/or to assemble Project materials in orderly files. Westwood shall be compensated for the time required to complete such tasks.

### 9.01 MISCELLANEOUS PROVISIONS

- A. *Insurance.* Westwood shall maintain insurances during the term of this Agreement as indicated in Attachment D, attached and incorporated by reference herein. Client shall purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Westwood's interests in the Project. Client shall cause Westwood, and Westwood's consultants, if any, to be named as additional insureds on a primary and non-contributory basis with severability of insureds with respect to any of the general liability policies purchased and maintained by Client for the Project. The additional insured endorsement shall include both ongoing operations and products and completed operations. Client shall deliver a certificate of insurance including a copy of the additional insured endorsement(s) evidencing this coverage to Westwood prior to commencement of Westwood's services and at each policy renewal thereafter during the life of this Agreement.
- B. *Independent Contractor.* Nothing contained in this Agreement shall be construed to mean that Westwood and Client are engaging in an employer/employee relationship, joint venture, agency, fiduciary relationship, or partnership. The Parties shall at all times be and remain independent contractors of one another. Except as expressly agreed by the Parties in writing, neither Party shall have any right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other Party or to bind the other Party in any respect whatsoever. Neither Party shall have any obligation or duty to the other Party except as expressly and specifically set forth herein, and no such obligation or duty shall be implied by or inferred from this Agreement or the conduct of the Parties hereunder.
- C. *Successors and Assigns.* The Parties and the partners, successors, executors, administrators, and legal representatives of each Party are each hereby bound to the other Party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other Party, in respect of all covenants, agreements, and obligations of this Agreement. Neither Party may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) under this Agreement without the written consent of the other, except to the extent that (i) any assignment, subletting, or transfer is mandated or required by law or (ii) Client assigns this Agreement to a lender providing financing information for the Project so long as the lender agrees to assume Client's rights and obligations under this Agreement, including any payments due to Westwood up to the date of the assignment, if any, and thereafter. In the event of an assignment to a lender, Client shall furnish any applicable certifications and/or consents for Westwood's review and edit, if necessary, at least 14 days prior to the requested date(s) of execution. Westwood shall not be required to execute certifications and/or consents that would require knowledge, Services, or responsibilities beyond the scope of this Agreement.
- D. *No Third-Party Rights.* This Agreement shall not create any rights or benefits to entities other than to Client and Westwood, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of Client and Westwood. No third party shall have the right to rely on Westwood's Deliverables, Instruments of Service, or opinions rendered in connection with the Services without the written consent of Westwood and the third party's agreement to be bound to the same conditions and limitations as Client.
- E. *Force Majeure.* An event of force majeure ("Force Majeure") occurs when an event beyond the control of the Party claiming Force Majeure prevents such Party from fulfilling its obligations under this Agreement. An event of Force Majeure includes, without limitation, floods, hurricanes and other adverse weather conditions, war, riot, civil disorder, acts of terrorism, disease, epidemic, pandemic, strikes and labor disputes, actions or inactions of government or other authorities, law enforcement actions, curfews, closure of transportation systems or other unusual travel difficulties, or the inability to provide a safe working environment.

In the event of a Force Majeure, the obligations of Westwood to perform Services shall be suspended for the duration of the event of Force Majeure. In such event, Westwood shall be compensated for time expended and expenses incurred during the event of Force Majeure, and Westwood's time shall be equitably extended by a like number of days as the event of Force Majeure.

If Services are suspended for 90 days or more, Westwood may, in its sole discretion terminate this Agreement, the amendments hereto, if any, the affected change order(s), if any, or any of the above in accordance with Section 8.01.B.3.ii. In the case of such termination due to an event of Force Majeure, and in addition to the compensation and time extension set forth above, Westwood shall be compensated for all reasonable termination expenses.

- F. *Choice of Law.* This Agreement and any disputes arising out of or relating hereto and/or to this Agreement, its formation, and/or the Exhibits hereto shall be governed by the laws of the State where the Project is located, excluding that jurisdiction's choice of law rules, except to the extent a dispute between the Parties also involves the property owner (if Client is not the property owner), in which case, if another choice of law applies that is enforceable and applicable to this Agreement, the law selected in the Prime Contract shall govern.
- G. *Survivability.* Sections 4.01, 5.01.A-B, 6.01, and 7.01 included in these General Conditions shall survive this Agreement's completion or termination for any reason.
- H. *Invalidity.* Any provision or part of this Agreement held to be invalid, void, or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Parties. To the fullest extent permitted by law, the stricken portion shall be revised to the extent necessary to make that provision legal and enforceable and shall give effect to the Parties' intentions and purposes in executing this Agreement.
- I. *Notices.* Any notice, request, demand, or other communication required or permitted hereunder shall be in writing, shall reference this Agreement, and shall be deemed to be properly given (i) when delivered personally; by registered or certified mail, return receipt requested, postage prepaid; or by UPS/FedEx express courier service or (ii) when sent by e-mail with receipt confirmation requested, provided, that a hard copy of such notice shall also be sent in accordance with the methods described in clause (i) of this Section within two (2) business days of such email. All notices shall be sent to the address set forth on the signature page of this Agreement or to such other address or person as may be designated by a Party in writing to the other Party pursuant to this Section.
- J. *Total Agreement.* This Agreement constitutes the entire Agreement between the Parties and supersedes all prior written or oral understandings regarding this subject. This Agreement may only be amended, supplemented, superseded, or modified by a mutually executed written instrument by both Parties. No waiver of any condition or of the breach of any term of this Agreement shall be deemed to be a further or continuing waiver of any such condition or of the breach of any term of this Agreement.
- K. *Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall be deemed to be one and the same instrument.

**10.01 PRE-LIEN NOTICE:**

- A. AN OWNER'S PROPERTY MAY BE SUBJECT TO A LIEN IF ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR IMPROVEMENTS TO THE OWNER'S PROPERTY IS NOT PAID FOR THEIR CONTRIBUTIONS.**

## Attachment D – Insurance

# Westwood

Westwood shall, during the term of this Agreement, maintain the following insurances:

1. Commercial General Liability (occurrence form):
  - \$2,000,000 General Aggregate
  - \$2,000,000 Products and Completed Operations Aggregate
  - \$1,000,000 Personal and Advertising Injury
  - \$1,000,000 Each Occurrence
  - \$10,000 Medical Expense
2. Commercial Automobile Liability (including all owned, leased, hired and non-owned autos):
  - \$1,000,000 Combined Single Limit (Bodily Injury and Property Damage)
3. Umbrella
  - \$5,000,000 Each Occurrence
  - \$5,000,000 Aggregate
4. Workers Compensation and Employer's Liability
  - \$1,000,000 Bodily Injury by Accident, Each Accident
  - \$1,000,000 Bodily Injury by Disease, Policy Limit
  - \$1,000,000 Bodily Injury by Disease, Each Employee
5. Professional Liability
  - \$2,000,000 Per Claim
  - \$2,000,000 Aggregate

Professional Liability shall include prior acts coverage sufficient to cover the Services performed under this Agreement.