

**PROFESSIONAL SERVICES AGREEMENT**  
**for**  
**26-61-PSA North Cowan Avenue**  
**Water Line, Paving, and Drainage Improvements**

The City of Lewisville, Texas, a Texas home rule municipality (the “City”), hereby engages Lockwood, Andrews & Newnam, Inc., a Texas corporation authorized to conduct business in Texas (the “Consultant”), to perform professional engineering services in connection with North Cowan Avenue Water Line, Paving, Sanitary Sewer, and Drainage Improvements (the “Project”). The City and Consultant shall be referred to herein collectively as the “Parties.”

**1. PROJECT. The Project is described as follows:**

Project will be divided into two (2) phases:

**Phase 1:** Preparation of plans, special specifications, and opinion of probable construction cost for the following items:

- A. **Replace 42-inch Water Line:** Replacement of approximately 1,700 linear feet of 42- inch waterline on the east side of North Cowan Ave. from Jones St. to cul-de-sac including:
  - 1. 36-inch water line and fittings
  - 2. 12-inch water line (for service connections)
  - 3. Vault and appurtenances for mobile home park meter
  - 4. Connect to existing 42” RCCP
  - 5. Install temporary fitting for future connection to Phase 2 water line
  
- B. **Replace Sanitary Sewer:** Replacement of approximately 1100 linear feet of sanitary sewer from north side of Crescent Ave to south side of N. Cowan Ave. cul-de-sac, including:
  - 1. 12-inch sanitary sewer line
  - 2. Connect to existing 8” wastewater line
  - 3. Service connections
  
- C. **Reconstruct North Cowan Avenue:** Reconstruct approximately 1,650 linear feet (1550) of North Cowan Ave. from Jones Street to the cul-de-sac, including:
  - 1. Paving (curb and gutter)
  - 2. Storm drain system
    - a. Underground system
    - b. Roadside ditch
    - c. Concrete channel
    - d. DCTA/DART permits (by City)
  - 3. Sidewalks and curb ramps
  - 4. Signage and striping
  - 5. Connections to existing streets, sidewalk, and trail (at southern

terminus of paving improvements)

- D. **Provide Second Domestic Water Connection to Mobile Home Park:** Provide secondary water system connection to mobile home park from Kealy Ave. side, including:
1. Plans for construction of meter vault, water line, and associated equipment. Approximately 150 linear feet.

**Phase 2:** Design to start upon permit approval from CPKC, DART/ DCTA and UTRWD. Preparation of plans, special specifications, and opinion of probable construction cost for the following items:

- A. **Replace 42-inch Water Line:** Replacement of approximately 500 linear feet of 42- inch waterline on the south side cul-de-sac to Valley Ridge Blvd., including:
1. 36-inch water line
  2. Interconnection to 740 zone transmission MAIN
  3. Railroad permits (by City)
  4. Upper Trinity Reginal Water District (UTRWD) permits (by City)
- B. **Replace Sanitary Sewer:** Replacement of approximately 400 linear feet of sanitary sewer from N. Cowan Ave. cul-de-sac to existing manhole in N. Mill St., including:
1. 8-inch sanitary sewer line
  2. Railroad permits (by City)

## 2. SCOPE OF SERVICES.

Scope and fee are based on the memorandum submitted to the City on December 23, 2025, which outlined the benefits of dividing the Project into two phases. This approach allows the design and construction of North Cowan Ave up to the cul-de-sac to advance while permits are being coordinated with Dallas Area Rapid Transit (DART), Canadian Pacific and Kansas City Southern (CPKC), and UTRWD for the design and construction of the water and wastewater lines within their respective rights-of-way. The scope of services for the Project shall be as follows:

### **BASIC SERVICES:**

1. Project Management

Consultant will manage the work outlined in this scope to ensure efficient and effective use of Consultant's and CITY's time and resources. Consultant will manage change, communicate effectively, coordinate internally and externally as needed, and proactively address issues with the CITY's Project Manager and others as necessary to make progress on the work.

a. Managing the Team

- (1) Lead, manage and direct design team activities
- (2) Ensure quality control is practiced in performance of the work

- (3) Communicate internally among team members
  - (4) Task and allocate team resources
- b. Communications and Reporting
- (1) Attend a Final design project kickoff/charting meeting with CITY staff to understand CITY objectives, and ensure economical and functional designs that meet CITY requirements
  - (2) Conduct and document monthly project update meetings with CITY Project Manager
  - (3) Conduct review meetings with the CITY at the end of each design phase
  - (4) Conduct and document biweekly internal design team meetings
  - (5) Prepare invoices, in accordance with this Agreement and submit monthly.
  - (6) Prepare and submit monthly progress reports.
  - (7) Prepare and submit baseline Project Schedule initially, and Project Schedule updates with plan submittals.

#### ASSUMPTIONS

- a. Schedule outlined in Attachment B.
- b. Monthly Design Meetings (Phase 1: 10 meetings & Phase 2: 4 meeting, 3 LAN staff)
- c. Design Review Meetings (4 meetings, 2 LAN staff)
- d. Coordination meetings (4 meetings, 2 LAN staff)

#### DELIVERABLES

- a. Meeting summaries with action items
  - b. Monthly invoices
  - c. Monthly progress reports
  - d. Baseline design schedule
  - e. Schedule updates with plan submittals
2. Final Design (90% and Bid Submittals)
- Phase 1:** Preliminary plans and specifications shall be submitted to CITY per the approved Project Schedule.

CONSULTANT will develop the final design of the infrastructure as follows.

- a. Upon approval of the Preliminary plans, CONSULTANT will prepare draft final construction plans (90%) including plans and specifications.
  - (1) Update existing and proposed typical section
  - (2) Update storm drain plan and profile

- (3) Update water plan and profile sheets for interim condition
- (4) Update wastewater plan and profile for interim condition
- (5) Finalize signing and pavement marking
- b. Following a 90% construction plan review meeting with the CITY, the CONSULTANT shall submit Final Plans (100%) to the CITY per the approved Project Schedule. Each plan sheet shall be stamped, dated, and signed by the CONSULTANT registered in State of Texas.
- c. The CONSULTANT shall submit a final design estimate of probable construction cost with both the 90% and 100% design packages. This estimate shall use ONLY standard CITY bid items.
- d. The CONSULTANT shall submit 100% plans prior bid opening for Registered Accessibility Specialist (RAS) Review per Special Services Task 5.

#### ASSUMPTIONS

- a. All calculations and design shall conform to the CITY current standards.
- b. Electronic copy (PDF-format) of plans will be delivered for both submittals.
- c. CONSULTANT shall not proceed with Final Design activities without written approval by the CITY and Kickoff meeting.

#### DELIVERABLES

- a. Attend one (1) Kickoff meeting
- b. Final Design Plan Sheets (90% and 100%)
- c. Final Opinion of Probable Construction Cost (90% and 100%)
- d. Bid Item Descriptions (90% and 100%)
- e. Special Specifications (if necessary) (90% and 100%)

**Phase 2:** Design to start upon permit approval from CPKC, DART/ DCTA and UTRWD. Preliminary plans and specifications shall be submitted to CITY per the approved Project Schedule.

- f. CONSULTANT will develop the final design of the infrastructure as follows.
- g. Prepare Phase 2 exhibits to for permitting process with CPKC, DART/DCTA and UTRWD.
- h. Upon approval of Permits from CPKC, DART/ DCTA and UTRWD, CONSULTANT will prepare Phase 2 draft final construction plans (90%) including plans and specifications.
- i. Following a 90% construction plan review meeting with the CITY, the CONSULTANT shall submit Final Plans (100%) to the CITY per the approved Project Schedule. Each plan sheet shall be

stamped, dated, and signed by the CONSULTANT registered in State of Texas.

- a. The CONSULTANT shall submit a final design estimate of probable construction cost with both the 90% and 100% design packages. This estimate shall use ONLY standard CITY bid items.

#### ASSUMPTIONS

- a. Attend (1) Kickoff meeting
- b. All calculations and design shall conform to the CITY current standards.
- c. No additional Level A SUE is required.
- d. Phase 2 design to begin upon approval of permits from UPRR, DART and UTRWD.
- e. Permit approval of current waterline design from UTRWD
- f. Permit approval of current utility design from DART and CPKC.
- g. Electronic copy (PDF-format) of plans will be delivered for both submittals.
- h. CONSULTANT shall not proceed with Final Design activities without written approval by the CITY of the Phase 1 Final Design Package.

#### DELIVERABLES

- a. Final Design Plan Sheets (90% and 100%)
- b. Final Opinion of Probable Construction Cost (90% and 100%)
- c. Bid Item Descriptions (90% and 100%)
- d. Special Specifications (if necessary) (90% and 100%)

#### ADDITIONAL SERVICES

a. This additional service includes drilling three (3) geotechnical borings to a depth of 50 feet below existing grade at the proposed shaft locations. These borings are required due to the potential need to tunnel the 36-inch waterline beneath the existing 72-inch waterline, following UTRWD's rejection of the base design during permitting review. The work will include preparation of geotechnical bore logs and a comprehensive report to support shaft construction and tunneling beneath the existing 72-inch waterline.

We recommend a total of three borings drilled to a depth of about 50 feet below existing grade. Boreholes B-1 and B-3 located at 1230N. Cowan Ave, 1026 N. Mill St respectively and B-2 in CPKC ROW. We will obtain permits from the private property owners and CPKC to drill borings in their respective ROW. Our integrated services will include drilling soil borings by drill crews under our direct supervision,

laboratory testing, and the preparation of a final geotechnical engineering report. The laboratory testing will include moisture content, Atterberg limits, gradation, unconfined compression tests, soluble sulfate and Lime/pH series. The report will include the following items:

- a. Observations from our site reconnaissance including current site conditions, surface drainage features, and surface topographic conditions.
- b. A review of the published soil and geologic conditions and their relevance to your planned development.
- c. A subsurface characterization and a description of the field exploration and laboratory tests performed. Groundwater concerns relative to the planned construction, if any, will be summarized.
- d. Final logs of the soil borings and records of the field exploration in accordance with the standard practice of geotechnical engineers, and the results of the laboratory tests will be noted on the final boring logs or included on a separate test report sheet.
- e. As requested, we will provide additional consultation and engineering analysis for you on other aspects related to the project site and subsurface conditions according to our unit rates.

Proposed cost of complete additional boring: \$ 50,000

3. Bid Phase Services per phase
  - a. Attend in-person pre bid conference conducted by the CITY.
  - b. Assist CITY by responding to questions and interpreting bid documents.
  - c. If necessary, prepare one (1) addendum.

#### ASSUMPTIONS

- a. One (1) addendum per phase.
- b. One (1) in-person pre-bid meeting per phase.

#### DELIVERABLES

None.

4. Construction Phase Services per phase

- a. Attend the Pre-construction meeting at the CITY offices.
- b. Provide hard copies of conformed plans for CITY and contractor use.
- c. Provide up to five (5) responses to requests for information (RFIs) or clarification to the CITY or contractor.
- d. Conduct six (6) site visits throughout construction to observe progress and provide feedback to the CITY regarding general conformance with design intent.
- e. Conduct final walkthrough.
- f. Incorporate contractor's and CITY's mark ups to construction documents for CITY's records. Provide one electronic PDF file to CITY from marked up drawings.

#### ASSUMPTIONS

- a. One (1) meeting at City's offices.
- b. Hard copies of conformed plans:
  - (1) Six (6) full-size sets of plans
  - (2) Four (4) half-size sets of plans
- c. Five (5) responses to RFIs.
- d. Six (6) site visits.

#### DELIVERABLES

- a. Conformed plans issued for construction.
- b. Email or PDF-format responses to RFIs.
- c. PDF format record drawings provided in CD format.

### **SPECIAL SERVICES:**

#### 5. Easements Documents

The Surveyor will prepare metes and bounds descriptions with accompanying map exhibit for permanent and temporary instruments on an as needed basis.

#### ASSUMPTIONS

- a. Instrument Format: All instruments will strictly follow controlling jurisdiction guidelines and procedures for the preparation of instrument documents.
- b. Design changes: This estimate includes only one submittal based on a pre-approved design of the project. All changes due to re-design after the initial submittal for each phase will be invoiced back to the Client/Owner at an hourly cost.
- c. Staking of ROW/Easement Corners: This estimate only includes staking ROW acquisitions on the ground. Temporary

and permanent easement acquisitions will not be monumented on the ground.

- d. Total of seven (7) easements.

#### DELIVERABLES

- a. One electronic executed PDF of the complete instrument for each parcel.
  - b. Existing appraisal district tax card, parent deed and/or plat, map check for each exhibit and all other supporting documentation.
  - c. Signed and sealed PDF of the final documents. Paper copies are not included.
  - d. All documents will include NAD83 GRID coordinates for the point of beginning, horizontal scaling factors and basis of bearings information.
6. Registered Accessibility Specialist Review & Texas Department of Licensing and Regulation Registration

CONSULTANT will conduct the required accessibility review and will send the CITY a full review report for their information when 100% design plans are being reviewed by the City. CONSULTANT will register project with Texas Department of Licensing and Regulation (TDLR) and pay administrative/filing fee. Upon completion of construction, CONSULTANT will perform Texas Accessibility Standards (TAS) on-site inspection and will write a report with photographs that will depict items that don't comply with the Standards.

7. Railroad Permitting

Exhibit Preparation: CONSULTANT shall prepare necessary exhibits to accompany permit applications. Permits will be prepared in accordance with the requirements outlined in the respective permit application for the following:

- (1) Denton County Transportation Authority (DCTA) / DART
- (2) CPKC

CITY will prepare railroad permit(s) and coordinate with railroads and necessary parties for approval. CONSULTANT will provide additional exhibits or coordination on an hourly basis as requested by CITY.

#### ASSUMPTIONS

- a. Exhibits will be prepared for storm drain during Phase 1 90% design.
- b. Exhibits will be prepared for water and wastewater during Phase 2 90% design.
- c. Electronic copy (PDF-format) of exhibits.

- d. 2 submittals of each set of exhibits.
  - (1) Up to 6 sets of exhibits (as necessary)
    - (a) Three (3) DCTA / DART permits
    - (b) Three (3) CPKC

#### DELIVERABLES

- a. 1 set of exhibits for each DCTA / DART permit.
- b. 1 set of exhibits for each CPKC permit.

#### 8. Upper Trinity Regional Water District (UTRWD) Permitting

Exhibit Preparation: CONSULTANT shall prepare necessary exhibits to accompany permit applications. Permits will be prepared in accordance with the requirements outlined in the respective permit application for the following:

- UTRWD

CITY will prepare UTRWD permit(s) and coordinate with UTRWD and necessary parties for approval. CONSULTANT will provide additional exhibits or coordination on an hourly basis as requested by CITY.

#### ASSUMPTIONS

- a. Exhibits will be prepared for water, wastewater and fiber optic during Phase 2 90% design.
- b. Electronic copy (PDF-format) of exhibits.
- c. 2 submittals of each set of exhibits.
  - (2) Up to 2 sets of exhibits (as necessary)

#### DELIVERABLES

- c. 1 set of exhibits for UTRWD permit.

3. **PRIORITY OF DOCUMENTS.** The Agreement shall include the following documents, and this Agreement does hereby expressly incorporate same herein as if set forth verbatim in this Agreement:
- A. This Agreement
  - B. The City’s Insurance Requirements, attached hereto as Attachment “A”
  - C. The Consultant’s Schedule and Fees, attached hereto as Attachment “B”

To the extent that any attachment is in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of Attachment “A”, followed by Attachment “B” shall prevail in the order listed. **Any preprinted or standard terms and conditions or conditions of sale incorporated into Attachment “B” by reference are hereby declared void by agreement of the Parties.**

4. **COMPENSATION.** The total fee for services provided under this Agreement shall not exceed \$471,775.00, as set forth generally herein and more specifically in the Consultant’s Schedule and Fees, attached hereto as Attachment “B”.

**Basic Services**

1. Project Management .....	\$77,555
2. Final Design Phase 1 (90% and bid set).....	\$150,690
3. Final Design Phase 2 (90% and bid set) .....	\$86,340
4. Bid Phase.....	\$19,610
5. Construction Phase.....	\$44,705

**Special Services**

5. Easements — up to 7 @ \$1,540 each.....	\$10,780
6. RAS Review & TDLR Registration.....	\$3,235
7. Railroad Permitting Exhibits. ....hourly not to exceed	\$28,860
8. City-controlled Additional Services.....	\$50,000

Invoices shall be submitted by cover letter from the project engineer. The letter shall certify that the invoice properly represents work actually done. The City reserves the right to request additional justification prior to payment of any invoice. If satisfactory justification is not received, the City reserves the right to amend the invoice or to refuse to make payment without incurring penalty or interest. Invoices shall be based on percentage of work completed per identifiable unit of work. The City agrees to make prompt payments for all approved invoices and agrees to pay interest at the rate approved by law for approved invoices not paid within 30 days from the date of approval.

5. **INSURANCE.** The Consultant agrees to maintain insurance throughout the term of the Agreement, in accordance with Attachment “A”. All Certificates of Insurance shall be kept current and shall be forwarded to the Purchasing Division of the City by cover letter from the Consultant. Certificates of insurance must be received and approved prior to commencement of work. The Consultant shall also review and forward certificates covering sub-consultants.

6. **REUSE OF DOCUMENTS.** All documents, including drawings and specifications prepared by the Consultant pursuant to this Agreement, are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by the City or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by the Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to the Consultant from all claims, damages, losses and expenses including attorneys fees arising out of or resulting therefrom. Any such verification or adaptation will entitle the Consultant to further compensation at rates to be agreed upon, in writing, by the City and the Consultant.
7. **OWNERSHIP OF DOCUMENTS.** Original documents, plans, designs, reports and survey notes developed in connection with services performed hereunder belong to, and remain the property of the City, in consideration of which it is mutually agreed that the City will use them solely in connection with the Project, save with the express consent of the Consultant. The Consultant shall retain reproducible copies or electronic files of such documents for at least five (5) years and shall furnish copies to the City for reimbursable costs, if so requested.
8. **THE CONSULTANT AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, TO THE EXTENT THAT SUCH DAMAGE IS CAUSED BY OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT OR ITS AGENT, CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE DUTY TO DEFEND SHALL NOT APPLY IN THE CASE OF A CLAIM BASED WHOLLY OR PARTLY ON THE NEGLIGENCE OF, FAULT OF, OR BREACH OF CONTRACT BY THE CITY, ITS AGENTS OR EMPLOYEES, OR OTHER ENTITY (EXCLUDING THE CONSULTANT OR ITS AGENT, EMPLOYEE, OR SUBCONSULTANT) OVER WHICH THE CITY EXERCISES CONTROL, IN WHICH INSTANCE THE CITY'S REASONABLE ATTORNEY'S FEES SHALL BE REIMBURSED BY CONSULTANT IN PROPORTION TO THE CONSULTANT'S LIABILITY. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.**
9. **EFFECTIVE DATE; TIME OF COMPLETION.** The effective date of this Agreement shall be the date upon which it is executed by a duly authorized representative of both Parties. A project schedule, shown in Attachment "B" is hereby included in this Agreement by reference. The Consultant agrees to perform the services in accordance with the schedule, to

the extent over which the Consultant has control. Any changes to the schedule provided will require written acknowledgement and approval of the Parties prior to proceeding. The City Manager or her designee may approve changes to the schedule set forth in Attachment “B”-Project Schedule, so long as the date of final completion of the Project does not extend more than one year past the Final Completion date set forth in Attachment “B” –Schedule.

10. **TERMINATION.** This Agreement may be terminated with or without cause at any time prior to completion of the Consultant’s services by the City, or by the Consultant with cause, upon seven days written notice to the City at the address of record. Termination shall release each party from all obligations of this Agreement, except those outlined in Paragraphs 6, 7 and 8 above. Upon notice of termination, the Consultant shall prepare and submit to City a final invoice within 15 days.
11. **CONFIDENTIAL INFORMATION.** To the extent allowed by law, the City will safeguard and keep from release any documents marked “proprietary” or information not generally available to the public. However, the City will, if required, comply with all requirements of the Texas Public Information Act with regard to any documents in its possession at the time of a request made under that Act.
12. **INDEPENDENT CONTRACTOR.** Consultant shall be considered an independent contractor and not an agent, servant, employee, or representative of the City in the performance of the work and Services. No term or provision herein or act of the City shall be construed as changing that status.
13. **ADVERTISING.** Consultant shall not advertise or publish, without the City’s prior written consent, the fact that the Consultant has entered into this Agreement, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.
14. **NOTICE.** Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same, to the address thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the Parties shall be as follows:

If to Consultant, to: Lockwood, Andrews and Newnam, Inc.  
Attn: Keira Leslie, Project Engineer  
8350 North Central Expressway, Suite 300  
Dallas, TX 75206

If to City, to: City of Lewisville  
Attn: Earl Whitaker, Procurement and Payables Manager

151 W. Church Street  
Lewisville, Texas 75057

15. **GOVERNING LAW AND VENUE.** This Agreement is governed by the laws of the State of Texas. Exclusive venue for any dispute arising out of this Agreement is in Denton County, Texas.
16. **GOVERNMENTAL IMMUNITY.** Unless otherwise required under the law, the Parties agree that the City has not waived its governmental immunity by entering into and performing their obligations under this Agreement.
17. **ARBITRATION.** In the event of a dispute which may arise under this Agreement, the City does not agree to arbitration.
18. **COMPLIANCE WITH LAWS.** The Consultant shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws.
19. **PROTECTION OF RESIDENT WORKERS.** The City actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Consultant shall establish appropriate procedures and controls so no services under the Agreement will be performed by any worker who is not legally eligible to perform such services or employment. The City reserves the right to audit consultant's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services under the Agreement. The audit will be at the City's expense.
20. **IMMIGRATION REFORM AND CONTROL ACT (8 U.S.C. §1324a).** The City supports the Immigration Reform and Control Act (IRCA) which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Consultant shall submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that it has not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Consultant shall ensure that its Subcontractors submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that they have not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Consultant and its Subcontractors shall at all times during the term of the Agreement with the City comply with the requirements of IRCA and shall notify the City within fifteen (15) working days of receiving notice of a violation of IRCA. The City may terminate the Agreement with the Consultant if the City determines that (a) the Consultant or its Subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years; (b) if the Consultant fails to ensure that its Subcontractors submit the aforementioned

declaration; or (c) the Consultant or its Subcontractors fail to timely notify the City of an IRCA violation.

21. **ADA COMPLIANCE.** All goods and services provided to the City must be compliant with the Americans with Disabilities Act and any amendments thereto ("ADA") and all regulations promulgated pursuant to the ADA. Consultant will be required to certify compliance, if applicable.
22. **SUCCESSORS AND ASSIGNS; ASSIGNMENT.** The City and Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to partners, successors, executors, administrators and assigns of each other in respect to all covenants of this Agreement. Neither the City nor the Consultant shall assign, sublet or transfer this Agreement or its interest in this Agreement without the written consent of the other, and assignment without such consent shall be void. Nothing herein shall be construed as giving any right or benefits hereunder to anyone other than the City and the Consultant.
23. **REPRESENTATIONS.** Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.
24. **MISCELLANEOUS DRAFTING PROVISIONS.** This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.
25. **FORCE MAJEURE.** If by reason of Force Majeure, the Consultant shall be rendered unable wholly or in part to carry out its obligations under this Agreement then the Consultant shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the Consultant, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean any contingency or cause beyond the reasonable control of the Consultant created by acts of God or the public enemy, war, riot, terrorism, civil commotion, insurrection, governmental or de facto governmental action including, but not limited to, government actions pertaining to the determination of flood zones or FEMA actions (unless caused by acts or omissions of the Consultant), fire, explosion or flood, strikes; provided, however, that (a) the event giving rise to Force Majeure was not caused by the act or omission of the Consultant and makes the performance of any obligation created under this Agreement illegal or impossible; and (b) the Consultant gives reasonable notice of the event giving rise to Force Majeure and exercises all reasonable diligence to remove the cause of Force Majeure.

26. **DISCLOSURE.** Pursuant to Chapter 176 of the Texas Local Government Code, a person or agent of a person who contracts or seeks to contract with the City must complete a conflict of interest questionnaire if the person or agent has an affiliation or business relationship that might cause a conflict of interest with the City. The conflict of interest questionnaire, which is available online at [ethics.state.tx.us](https://ethics.state.tx.us), must be filed with the City Secretary of the City no later than the seventh business day after the person or agent begins contract discussions or negotiations with the City or submits to the City of Lewisville an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code. An offense under Chapter 176 is a Class C misdemeanor.

Said person should consult with legal counsel if they have questions regarding their compliance with the requirements of Chapter 176. It is the responsibility of each person or agent who is contracting or seeking to contract with the City to comply with the filing requirements of Chapter 176.

27. **PRESERVATION OF CONTRACTING INFORMATION.** In accordance with Section 552.372 of the Texas Government Code, if this Agreement has a stated expenditure of, or will result in the expenditure during the City’s fiscal year of, at least one million dollars (\$1,000,000.00) in public funds for the purchase of goods or services by the City, the Consultant shall:

- A. preserve all contracting information related to this Agreement for the duration of this Agreement;
- B. promptly provide to the City any contracting information related to this Agreement that is in the custody or possession of the Consultant on request of the City; and
- C. on completion of this Agreement, either:
  - i. provide at no cost to the City all contracting information related to this Agreement that is in the custody or possession of the Consultant, or
  - ii. preserve the contracting information related to this Agreement as follows:
    - a. construction projects: permanently
    - b. all other projects: four (4) years following completion of the Agreement.

For the purposes of this section, “contracting information” shall have the meaning given in Section 552.003 of the Texas Government Code.

The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

- 28. TEXAS GOVERNMENT CODE CHAPTER 2252.** Pursuant to Texas Government Code Chapter 2252, Subchapter F, Consultant affirms, by entering into this Agreement, that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to Iran, Sudan, or a foreign terrorist organization.
- 29. TEXAS GOVERNMENT CODE CHAPTER 2271.** Pursuant to Texas Government Code Chapter 2271, Consultant affirms that execution of this Agreement serves as written verification that Consultant: (1) does not boycott Israel, as defined by Texas Government Code Section 808.001; and (2) will not boycott Israel during the term of the Agreement. This section shall not apply if Consultant employs fewer than ten (10) full-time employees, or if the funds to be paid wholly or partly from public funds of the City under this Agreement are less than \$100,000.00.
- 30. TEXAS GOVERNMENT CODE CHAPTER 2274.** Pursuant to Texas Government Code Chapter 2274, Consultant affirms that execution of this Agreement serves as written verification that Consultant: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as those terms are defined in that chapter; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

This section shall not apply if Consultant employs fewer than ten (10) full-time employees, if the funds to be paid wholly or partly from public funds of the City under this Agreement are less than \$100,000.00, or if this Agreement is otherwise exempted from the requirements of Texas Government Code Chapter 2274. Any terms used in this section which are defined in Texas Government Code Chapter 2274 shall have the meaning given therein.

- 31. TEXAS GOVERNMENT CODE CHAPTER 2275.** Pursuant to Texas Government Code Chapter 2275, Consultant verifies it is not:
- (a) owned by or the majority of stock or other ownership interest of the company is held or controlled by:
    - (i) individuals who are citizens of China, Iran, North Korea, Russia, or other designated country, as that term is defined in Texas Government Code Section 2275.0101; or
    - (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country, as that term is defined in Texas Government Code Section 2275.0101; or
  - (b) headquartered in China, Iran, North Korea, Russia, or other designated country.

The City may terminate this Agreement immediately without any further liability if the City determines, in its sole judgment, that Consultant has not provided accurate information in response to this section. This section is not applicable if the Agreement does not grant the Consultant direct or remote access to or control of critical infrastructure as defined in the

Texas Government Code section 2275.0101, except as specifically allowed by the City for product warranty and support services.

- 32. TEXAS GOVERNMENT CODE CHAPTER 2276.** Pursuant to Texas Government Code Chapter 2276, Consultant affirms that execution of this Agreement serves as written verification that Consultant: (1) does not boycott energy companies, as defined by Texas Government Code Section 809.001; and (2) will not boycott energy companies during the term of this Agreement.

This section shall not apply if Consultant employs fewer than ten (10) full-time employees, if the funds to be paid wholly or partly from public funds of the City under this Agreement are less than \$100,000.00, or if this Agreement is otherwise exempted from the requirements of Texas Government Code Chapter 2276.

- 33. PERFORMANCE:** In compliance with Texas Local Government Code 271.904, the Consultant agrees to perform the services outlined herein with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license; and to perform the services outlined herein as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.
- 34. WAIVER.** The City's failure to act with respect to a breach by Consultant does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.
- 35. SEVERABILITY.** In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.
- 36. ENTIRE AGREEMENT; AMENDMENTS.** This Agreement and its exhibits contain the entire agreement of the parties with respect to the matter contained herein. All provisions of this Agreement shall be strictly complied with and conformed to by the Consultant, and no amendment to the Agreement shall be made except through a written agreement which has been executed by an authorized representative of both Parties, which shall not be construed to release either party from any obligation of the Agreement except as specifically provided for in such amendment.
- 37. NO OBLIGATION.** The City shall not be obligated to pay any commercial bank, lender, or similar institution for any loan or credit agreement made by Consultant. None of the City's obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

- 38. CERTIFICATION OF EXECUTION.** The Consultant and the person or persons signing and executing this Agreement on behalf of the Consultant, or representing themselves as signing and executing this Agreement on behalf of the Consultant, do hereby warrant and certify that this Agreement has been approved by appropriate action of the Consultant, and that the person or persons signing and executing this Agreement have been duly authorized by the Consultant to sign and execute this Agreement on behalf of the Consultant and to validly and legally bind the Consultant to all terms and conditions herein set forth.
- 39. CLOSURE.** By signature below, the Parties to this Agreement hereby bind themselves to the terms stated herein, including all attachments referred to herein.
- 40. Construction Means, Methods, and Safety.** Consultant is not responsible for supervising, directing, controlling, or otherwise being in charge of the construction activities, means, methods or health or safety programs at the project site or in connection with the work; or supervising, directing, controlling, or otherwise being in charge of the actual work of the construction contractor, its sub-contractors, or other materialmen or service providers not engaged by Consultant.

**(SIGNATURES ON FOLLOWING PAGE)**

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**CITY OF LEWISVILLE, TEXAS**  
Approved by the Lewisville City  
Council \_\_\_\_\_

By: \_\_\_\_\_  
Claire Powell, City Manager

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Jennifer Malone-Ippolito, City Secretary

**CITY OF LEWISVILLE**  
151 West Church Street  
Lewisville, Texas 75057

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Lizbeth Plaster, City Attorney

**LOCKWOOD, ANDREWS & NEWNAM,  
INC. (LAN)**

By:  \_\_\_\_\_  
Justin Reeves, Vice President

Date: March 27, 2026

Attest:  \_\_\_\_\_  
Marilyn M. Petro, Administrative Assistant

## Attachment A

### INSURANCE REQUIREMENTS ENGINEERING/ARCHITECTURE PROJECTS

Vendor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Vendor's proposal.

#### A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage "occurrence" form CG 00 01 (10 01). **"Claims Made" form is unacceptable except for professional liability.**
2. Workers' Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
3. Automobile Liability – as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract. Coverage not required for delivery services.
4. Professional Liability and/or Errors and Omissions Insurance.

#### B. MINIMUM LIMITS OF INSURANCE

Vendor shall maintain throughout contract limits not less than:

1. Commercial General Liability: \$500,000 per occurrence/\$1,000,000 aggregate for bodily injury, personal injury and property damage. Policy will include coverage for:
  - a. Premises – Operations
  - b. Broad Form Contractual Liability
  - c. Products and Completed Operations
  - d. Use of Contractors and Subcontractors
  - e. Personal Injury
  - f. Broad Form Property Damage
  - g. If applicable, Explosion Collapse and Underground (XCU) Coverage (when applicable, Fire Damage, Medical Expense).

***NOTE: The aggregate loss limit applies to each project.***

2. Workers' Compensation and Employer's Liability: Workers' Compensation Statutory limits as required by the Labor Code of the State of Texas and Employer's Liability minimum limits of \$500,000 per injury, \$500,000 per occurrence, and \$500,000 per occupational disease.
3. Automobile Liability - \$500,000 Combined Single Limit. Limits can only be reduced if approved by the HR Director or designee.
4. Professional Liability and/or Errors and Omissions - \$500,000 per occurrence - \$1,000,000 Aggregate.
5. Builders' Risk Insurance (as applicable) – Completed value form, insurance carried must equal the completed value of the structure.

**C. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductible or self-insured retentions must be declared to and approved by the City.

**D. OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverages
  - a. The City, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "Additional Insured" as respects liability arising out of activities performed by or on behalf of the vendor, products and completed operations of the vendor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the City.
  - b. The vendor's insurance coverage shall be primary and non-contributory insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the vendor's insurance and shall not contribute with it.
  - c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, and employees, Boards and Commissions or volunteers.
  - d. The vendor's insurance shall apply separately to each insured against whose claim is made or suit is brought, except to the limits of the insured's liability.
2. Waiver of Subrogation – All Coverages except Professional Liability  
Each insurance policy required by this exhibit except Professional Liability shall waive all rights of subrogation against the City, its officers, officials, employees, and volunteers for losses arising from work performed by the vendor for the City.
3. Notice of Cancellation - All Coverages  
Each insurance policy required by this exhibit shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except

after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City, or ten (10) days prior written notice for non-payment of premium.

4. Professional Liability (applicable only to certified or licensed Engineers and or Architects) “Claims made” policy is acceptable coverage which must be maintained during the course of the project and up to two (2) years after completion and acceptance of the project by the City.

**E. ACCEPTABILITY OF INSURERS**

The City prefers that Insurance be placed with insurers with an A.M. Best’s rating of no less than **A-:VI, or, A or better** by Standard and Poors. Professional Liability carriers will need to be approved by the HR Director or designee.

**F. VERIFICATION OF COVERAGE**

Contractor shall furnish the City with certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be provided on forms approved by the Texas Department of Insurance. City will not accept Memorandums of Insurance or Binders as proof of insurance. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

**G. HOLD HARMLESS AND INDEMNIFICATION**

**THE CONSULTANT AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, TO THE EXTENT THAT SUCH DAMAGE IS CAUSED BY OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT OR ITS AGENT, CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE DUTY TO DEFEND SHALL NOT APPLY IN THE CASE OF A CLAIM BASED WHOLLY OR PARTLY ON THE NEGLIGENCE OF, FAULT OF, OR BREACH OF CONTRACT BY THE CITY, ITS AGENTS OR EMPLOYEES, OR OTHER ENTITY (EXCLUDING THE CONSULTANT OR ITS AGENT, EMPLOYEE, or subconsultant) OVER WHICH THE CITY EXERCISES CONTROL, IN WHICH INSTANCE THE CITY’S REASONABLE ATTORNEY’S FEES SHALL BE REIMBURSED BY CONSULTANT IN PROPORTION TO THE CONSULTANT’S LIABILITY. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.**



# Attachment B



## FEE PROPOSAL Design Services for North Cowan Avenue - Water Line, Paving, and Drainage Improvements

Task No.	Task Description	Total Hours	Task Direct Labor Fee	Labor (hours)						Total Labor Cost	Expense			Total Expense Cost	TOTAL FEE
				QC	Principal	PM	Project Engineer	EIT/CADD	Admin		Sub-Consultant	Sub Markup	Expenses		
Rate				\$ 370	\$ 420	\$ 355	\$ 265	\$ 175	\$ 120						
<b>A</b>	<b>BASIC SERVICES</b>	<b>1,735</b>		<b>32</b>	<b>-</b>	<b>113</b>	<b>528</b>	<b>1,062</b>	<b>-</b>	<b>\$ 291,385</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,175</b>	<b>\$ 1,175</b>	<b>\$ 378,900</b>
1	<b>Project Management</b>	<b>303</b>		<b>-</b>	<b>-</b>	<b>47.0</b>	<b>178.0</b>	<b>78.0</b>	<b>-</b>	<b>\$ 77,505</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 50</b>	<b>\$ 50</b>	<b>\$ 77,555</b>
a	Team management	62	\$ 18,050			20.0	40.0	2.0							
b	Communication & Reporting		\$ 10,600				40.0								
1	Attend project kickoff/chartering meeting with CITY staff	24	\$ 6,360			8.0	8.0	8.0							
2	Conduct & document monthly project update meetings up to 14 with CITY PM	56	\$ 13,580			14.0	14.0	28.0							
3	Conduct review meetings with CITY at end of each design phase (2 per phase)	20	\$ 4,940			4.0	8.0	8.0							
4	Conduct and document biweekly internal design team meetings	56	\$ 12,320				28.0	28.0							
5	Prepare invoices, in accordance with this Agreement and submit monthly.	16	\$ 4,240				16.0					\$ 50			
6	Prepare and submit monthly progress reports.	16	\$ 4,240				16.0								
7	Prepare and submit baseline Project Schedule initially, and Project Schedule updates with plan submittals.	13	\$ 3,175			1.0	8.0	4.0							
			\$ -												
4.1	<b>Final Design (90% &amp; Bid Submittals) Phase 1</b>	<b>738</b>	<b>\$ 150,690</b>	<b>20.0</b>	<b>-</b>	<b>24.0</b>	<b>148.0</b>	<b>546.0</b>	<b>-</b>	<b>\$ 150,690</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 150,690</b>
	Incorporate OWNER review comments into 90% design	54	\$ 10,890			2.0	12.0	40.0							
a	Prepare 90% Plans & Specifications	170	\$ 34,070			8.0	32.0	130.0							
	Typical sections						4.0	16.0							
	Storm Drain						20.0	80.0							
	Water Interim						12.0	40.0							
	Wastewater Interim						12.0	40.0							
	Sign and PVMK						6.0	24.0							
	QC. Submit 90% design plans & Specifications for City review. Prepare comment log.	96	\$ 21,660	12.0		4.0	20.0	60.0							
	90% Design Review Meeting with Owner	16	\$ 3,880			4.0	4.0	8.0							
b	Submit final construction plans (100%)	112	\$ 23,680	8.0		4.0	20.0	80.0							
c	Update Quantity Summary and OPCC for 90% & 100% Packages	21	\$ 4,215			1.0	4.0	16.0							
	Submit 100% for RAS Review	15	\$ 2,985			1.0	2.0	12.0							
			\$ -												
4.2	<b>Final Design (90% &amp; Bid Submittals) Phase 2</b>	<b>408</b>	<b>\$ 86,340</b>	<b>12.0</b>	<b>-</b>	<b>24.0</b>	<b>92.0</b>	<b>280.0</b>	<b>-</b>	<b>\$ 86,340</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 86,340</b>
	Incorporate OWNER review comments into 90% design	54	\$ 10,890			2.0	12.0	40.0							
a	Prepare 90% Plans & Specifications	84	\$ 17,580			8.0	16.0	60.0							
	Water Connections	57	\$ 11,595			1.0	16.0	40.0							
	PRV Interconnect	-	\$ -												
	QC. Submit 90% design plans & Specifications for City review. Prepare comment log.	92	\$ 20,180	8.0		4.0	20.0	60.0							
	90% Design Review Meeting with Owner	12	\$ 3,180			4.0	4.0	4.0							
b	Submit final construction plans (100%)	88	\$ 18,700	4.0		4.0	20.0	60.0							
c	Update Quantity Summary and OPCC for 90% & 100% Packages	21	\$ 4,215			1.0	4.0	16.0							
			\$ -												
5	<b>Bid Phase Services</b>	<b>84</b>	<b>\$ 19,560</b>	<b>-</b>	<b>-</b>	<b>8.0</b>	<b>38.0</b>	<b>38.0</b>	<b>-</b>	<b>\$ 19,560</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 50</b>	<b>\$ 50</b>	<b>\$ 19,610</b>
a	Attend Pre-bid Conference (in-person)	12	\$ 2,640				6.0	6.0					\$ 50		
b,c	RFIs / Addenda ( 1 per phase)	72	\$ 16,920			8.0	32.0	32.0							
d	Attend Bid Opening (Virtual)	-	\$ -												
e	Evaluate Bids	-	\$ -												
f	Provide Letter of Recommendation	-	\$ -												
			\$ -												
6	<b>Construction Phase Services</b>	<b>202</b>	<b>\$ 43,630</b>	<b>-</b>	<b>-</b>	<b>10.0</b>	<b>72.0</b>	<b>120.0</b>	<b>-</b>	<b>\$ 43,630</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,075</b>	<b>\$ 1,075</b>	<b>\$ 44,705</b>
a	Attend Pre-Construction Conference	12	\$ 3,180			4.0	4.0	4.0					\$ 75		
b	Respond to RFIs and submittals ( up to 5) per phase	53	\$ 11,078			0.5	20.0	32.0							
c	Construction Observation ( up to 6 per phase)	57	\$ 11,778			0.5	20.0	36.0					\$ 1,000		
	Review Pay Applications	-	\$ -												
d	Final walkthrough	20	\$ 4,940			4.0	8.0	8.0							
e	Prepare Record Drawings	61	\$ 12,655			1.0	20.0	40.0							
			\$ -												
	<b>TOTAL (BASIC SERVICES)</b>		<b>\$ 377,725</b>	<b>32.0</b>	<b>-</b>	<b>113.0</b>	<b>528.0</b>	<b>1,062.0</b>	<b>-</b>	<b>\$ 377,725</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,175</b>	<b>\$ 1,175</b>	<b>\$ 378,900</b>
<b>B</b>	<b>SPECIAL SERVICES</b>	<b>137</b>	<b>\$ 29,895</b>	<b>-</b>	<b>-</b>	<b>13.0</b>	<b>41.0</b>	<b>81.0</b>	<b>2.0</b>	<b>\$ 29,895</b>	<b>\$ 11,800</b>	<b>\$ 1,180</b>	<b>\$ 50,000</b>	<b>\$ 62,980</b>	<b>\$ 92,875</b>
1	Topographic & Boundary Survey	-	\$ -												
1a	Topographic & Boundary Survey (Mobile Home Backfeed)	-	\$ -												
2	Easements (7 @ \$1540/each)	-	\$ -												
3a	Subsurface Utility Engineering - Level A (6 Test Holes @ \$1694 each Concrete Coring for Test Holes @ \$750 / ea. (if necessary)	-	\$ -								\$ 9,800	\$ 980	\$ -	\$ 10,780	\$ 10,780
3b	Subsurface Utility Engineering - Level B	-	\$ -												
3c	Subsurface Utility Engineering - Level C & D (incl. above)	-	\$ -												
4	Geotechnical Engineering	-	\$ -												
5	RAS Review & TDLR Registration	5	\$ 1,035			1.0	1.0	1.0	2.0	\$ 2,000	\$ 200	\$ -	\$ 2,200	\$ 3,235	
6	Railroad Permitting (6 sets of exhibits)	132	\$ 28,860			12.0	40.0	80.0						\$ 28,860	
7	Additional Services as requested	-	\$ -										\$ 50,000	\$ 50,000	
			\$ -												
	<b>TOTAL (SPECIAL SERVICES)</b>		<b>\$ 407,620</b>	<b>32.0</b>	<b>-</b>	<b>126.0</b>	<b>569.0</b>	<b>1,143.0</b>	<b>2.0</b>	<b>\$ 407,620</b>	<b>\$ 11,800</b>	<b>\$ 1,180</b>	<b>\$ 51,175</b>	<b>\$ 64,155</b>	<b>\$ 471,775</b>



Task	Duration (days)	Start Date	End Date
Kickoff Meeting	1	4/14/2026	4/15/2026
Final Design (90% & Bid Submittals) Phase 1 & DART Permit	120	4/15/2026	8/13/2026
<i>City Review</i>	21	8/13/2026	9/3/2026
<i>Sign and Seal</i>	30	9/3/2026	10/3/2026
<i>City Review</i>	21	10/3/2026	10/24/2026
<b>Bid Phase Services Phase 1</b>			
Pre-bid	50	10/24/2026	12/13/2026
Bid Opening	14	12/13/2026	12/27/2026
Evaluate Bids and Provide Recommendation	14	12/27/2026	1/10/2027
Council Approval	30	1/10/2027	2/9/2027
<b>Construction</b>			
Conformed Documents	14	2/9/2027	2/23/2027
Preconstruction Meeting	7	2/23/2027	3/2/2027
Notice to Proceed	7	3/2/2027	3/9/2027
Substantial Completion	480	3/9/2027	7/1/2028
Final Completion	60	7/1/2028	8/30/2028
<b>Exhibits for Permits for Phase 2</b>			
Submit Permits	220	4/15/2026	5/2/2026
<i>Final Design (90% &amp; Bid Submittals) Phase 2</i>	45	5/2/2026	12/8/2026
<i>City Review</i>	21	12/8/2026	1/22/2027
<i>Sign and Seal</i>	20	1/22/2027	2/12/2027
<i>City Review</i>	30	2/12/2027	3/4/2027
<b>Bid Phase Services Phase 2</b>			
Pre-bid	50	3/4/2027	5/23/2027
Bid Opening	14	5/23/2027	6/6/2027
Evaluate Bids and Provide Recommendation	14	6/6/2027	6/20/2027
Council Approval	30	6/20/2027	7/20/2027
<b>Construction</b>			
Conformed Documents	14	7/20/2027	8/3/2027
Preconstruction Meeting	7	8/3/2027	8/10/2027
Notice to Proceed	7	8/10/2027	8/17/2027
Substantial Completion	136	8/17/2027	12/31/2027
Final Completion	60	12/31/2027	2/29/2028
Record Drawings	30	2/29/2028	3/30/2028
<b>Total days:</b>	<b>1584</b>		<b>3/30/2028</b>