

**PROFESSIONAL SERVICES AGREEMENT**  
**for**  
**McKenzie-Hembry Group Neighborhood Street Improvements**  
**Phase I and Phase II**

The City of Lewisville, Texas, a Texas home rule municipality (the “City”), hereby engages Dunaway Associates, LLC, a Texas limited liability company authorized to conduct business in Texas (the “Consultant”), to perform professional services in connection with McKenzie-Hembry Group Neighborhood Street Improvements, Phase I & Phase II (the “Project”). The City and Consultant shall be referred to herein collectively as the “Parties.”

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

Project scope and understanding are presented as follows to provide engineering and surveying services for preparation of construction plans and bid documents as follows:

**Phase I**

Phase I project includes paving, drainage, water and sanitary sewer improvements on McKenzie St. from Mill St. to east of Willow St., Hembry St from Mesquite St. to Purnell Rd. and Mesquite St. from Mill St. to Hembry St. This phase includes the replacement of 3,750 linear feet of water lines, 1,770 linear feet of sanitary sewer lines and approximately 3,828 linear feet of pavement.

**Phase II**

Phase II includes paving, drainage, water and sanitary sewer improvements on Ash St. from Hembry St. to Sycamore St, Birch St from Hembry St to Sycamore St, Sycamore St from Birch St to Ash St, Allen St from Hembry St. to Lone Oak St, Lone Oak St from McKenzie St to Purnell St, Hardy St from McKenzie St. to Purnell St, and Willow St from McKenzie St to Purnell St. This phase includes the replacement of 4,450 linear feet of water lines, 4,145 linear feet of sanitary sewer lines and approximately 4,190 linear feet of pavement.

**2. SCOPE OF SERVICES.**

See scope of services as described in Attachment “B” – Consultant’s Proposal.

**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 Proposal, 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 \$726,022.00.

**Project Totals**

**Basic Services:**

Phase I	-	\$76,650
Phase II	=	<u>\$490,175</u>
<b>Total Basic Services</b>	=	<b>\$566,825.00</b>

**Special Services:**

Phase I	-	\$41,436
Phase II	=	<u>\$117,761</u>
<b>Total Special Services</b>	=	<b>\$159,197.00</b>

**Project Total = \$726,022.00**

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. **LIMITATION OF LIABILITY.** In the event that the Proposal (**Attachment "B"**) should contain any provision limiting the Consultant's liability arising out of or resulting from Consultant's performance under this Agreement, the Parties agree that such provision is void.
10. **INDEMNIFICATION OR HOLD HARMLESS BY CITY.** In the event that the Proposal (**Attachment "B"**) should contain any provision requiring that the City indemnify or defend Consultant or hold Consultant harmless under any circumstance, the Parties agree that such provision is void.
11. **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's authorized department contract representative and the Purchasing Manager or their 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 date the City issues the Notice to Proceed as set forth in Attachment “B” – Project Schedule.

12. **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.
13. **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.
14. **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.
15. **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.
16. **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:

Dunaway Associates, LLC  
Attn: Quinten Plumer, P.E. Project Manager | Associate Principal  
550 Bailey Avenue, Suite 400  
Fort Worth, TX, 76107

If to City, to:

City of Lewisville  
Attn: Mary Ayala, P.E.  
151 W. Church Street  
Lewisville, Texas 75057

17. **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.
18. **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.
19. **ARBITRATION.** In the event of a dispute which may arise under this Agreement, the City does not agree to arbitration.
20. **COMPLIANCE WITH LAWS.** The Consultant shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws.
21. **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.
22. **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.

23. **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.
24. **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.
25. **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.
26. **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.
27. **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.
28. **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](http://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 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.

- 29. 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.

- 30. 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.

**31. 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.

**32. 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.

**33. 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.

**34. 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.

35. **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.
36. **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.
37. **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.
38. **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.
39. **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.
40. **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.

- 41. CLOSURE.** By signature below, the Parties to this Agreement hereby bind themselves to the terms stated herein, including all attachments referred to herein.

**(SIGNATURES ON FOLLOWING PAGE)**

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

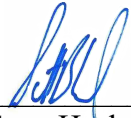
**CITY OF LEWISVILLE, TEXAS**  
**Approved by the Lewisville City**  
**Council**

**DUNAWAY ASSOCIATES, LLC**

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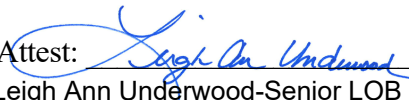
By: \_\_\_\_\_  
Claire Powell, City Manager

By:  \_\_\_\_\_  
Scott Heal, Senior Vice President  
Principal

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

Date: March 2, 2026

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

Attest:  \_\_\_\_\_  
Leigh Ann Underwood-Senior LOB Coordination Associate

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

**APPROVED AS TO FORM:**

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

## ATTACHMENTS

- Attachment “A” – The City’s Insurance Requirements
- Attachment “B” – The Consultant’s Proposal

## 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.**



**Dunaway Location**  
550 Bailey Avenue  
Suite 400  
Fort Worth, Texas 76107

Dunaway No. 1738.004

March 2, 2026

Mrs. Mary Ayala  
City of Lewisville  
151 W. Church Street  
Lewisville, TX, 75057  
MAyala@cityoflewisville.com

Reference: Proposal for Professional Services  
McKenzie-Hembry Group Neighborhood Street Improvements  
Phase I and Phase II

Mary:

Thank you for considering Dunaway to provide comprehensive civil engineering and subsurface utility engineering services for your project. We specialize in creating solutions that not only meet your technical needs but also reflect the unique character of your project. Our team is passionate about bringing your vision to life through collaboration, attention to detail, and a deep understanding of the local landscape. We look forward to partnering with City of Lewisville (Client) to make your McKenzie-Hembry Group Neighborhood Street Improvements (Project) a success.

### **Project Understanding**

#### Phase I and II Scope of Work

Phase I will finalize existing construction documents based on recent scope refinements. Phase II will utilize existing topographic survey already acquired. The work includes:

#### **Paving Design**

The proposed street reconstruction project will convert existing asphalt streets to reinforced concrete within the City's right-of-way, with potential additional land acquisition for corner clips and slopes. Tree removal will require case-by-case approval, and utility relocations will be coordinated with the City's Franchise Utility Coordinator. The Engineer will provide construction staking and coordinate with the City's full-time inspector. A phasing plan will be provided in the plans. The Engineer will coordinate TDLR permitting for this project.

#### **Water and Sanitary Sewer Design**

The project will replace and upsize all existing water and sanitary sewer lines to a minimum 8-inch diameter, with detailed plan and profile drawings for lines 12 inches or larger. Private service connections will be updated with new lines connecting to the new

mains and new meter boxes (retaining existing meters), plus two-way cleanouts at property lines for sewer services.

### **Storm Drain Design**

Streets will undergo drainage evaluation to ensure proper function, with an underground system being implemented as needed. The Hembry-Purnell Street intersection may require additional underground storm drain piping, with potential replacement of existing storm drain inlets to meet current City standards. The Purnell Street drainage system will undergo capacity evaluation based on the revised stormwater flow patterns resulting from the improvements.

### **Executive Fee Summary**

#### **Phase I**

##### **Basic Services:**

1. Project Management..... \$4,330 Lump Sum
2. Construction Plan
  - a. 95% Final Design..... \$29,700 Lump Sum
  - b. 100% Final Design..... \$12,695 Lump Sum
3. Bid Phase Services..... \$5,565 Lump Sum
4. Construction Administration Services ..... \$24,360 Hourly-Not-To-Exceed

##### **Special Services:**

5. Design Survey Verification..... \$4,500 Lump Sum
6. TDLR Permitting ..... \$1,936 Lump Sum
7. Construction Staking..... \$35,000 Lump Sum

#### **Phase II**

##### **Basic Services:**

8. Project Management..... \$41,900 Lump Sum
9. Construction Plan
  - a. 30% Final Design..... \$113,760 Lump Sum
  - b. 60% Final Design..... \$192,810 Lump Sum
  - c. 90% Final Design..... \$77,125 Lump Sum
  - d. 100% Final Design..... \$28,700 Lump Sum
10. Bid Phase Services..... \$9,280 Lump Sum
11. Construction Administration Services ..... \$26,600 Hourly-Not-To-Exceed

##### **Special Services:**

12. Design Survey Verification..... \$4,500 Lump Sum
13. TDLR Permitting ..... \$1,936 Lump Sum
14. Construction Staking..... \$47,000 Lump Sum
15. S.U.E. Services (Level B) ..... \$28,325 Lump Sum
16. Easement or ROW Document Preparation..... \$36,000 Lump Sum

**Special Services As-Needed Basis:**

- 17. Easement or Row Document Preparation ..... \$3,000 Per Each
- 18. S.U.E. Services – Level A Test Hole ..... Range of \$1,500 to \$2,860 per Each

<b>Total:</b>	<b>Lump Sum Services</b>	<b>\$675,062.00</b>
	<b>Hourly Estimated Services</b>	<b>\$50,960.00</b>

**FEE**

Dunaway proposes to provide the scope of work described below for a fee as shown above, The fees for applicable services provided under this proposal are exclusive of any applicable taxes. The Client agrees to pay, in addition to the amounts specified for services in this proposal, all applicable taxes, that may be imposed by any governmental authority on the services provided. Taxes will be added to the invoices and paid by the Client unless the Client provides Dunaway with a valid exemption certificate or other documentation acceptable to the relevant taxing authorities. All administrative and application fees required by review authorities will be paid by the Client and are not included in Dunaway's proposed fee.

**DETAILED SCOPE OF WORK**

**A. Project Management:**

**Phase I and II:**

- Engineer shall manage project and provide overall quality control of project design and submittals to City.
- Prepare project design schedule and discuss with City staff at re-kick-off meeting.
- Coordinate and manage team with internal meetings as design progresses.
- Communicate with City on all project aspects throughout the life of the project, assuming two (2) years from signed contract to construction completion, see project schedule attached.

**Phase I Only:**

- Attend one (1) project re-kick-off meeting with City Staff to finalize project design and establish communication plan with City's project manager and staff.
- Attend one (1) submittal review meetings at City Hall or virtually to discuss City's review comments for each design submittal.

**Phase II Only:**

- Engineer shall manage project and provide overall quality control of project design and submittals to City.
- Attend one (1) project kick-off meeting with City Staff to begin project design and establish communication plan with City's project manager and staff.
- Attend four (4) submittal review meetings at City Hall to discuss City's review comments for each design submittal.

**B. Construction Plan Preparation:**

**Phase I:**

**1. 95% Preliminary Final Design:**

Revise previously completed plans to new scope limits and proceed to finalize design, where the following services shall be completed:

- Include all sheets from the previously completed plans and revise to proposed scope limits.
- Finalize:
  - a. Roadway Plan and Profile design.
  - b. Water and Sanitary Sewer Plan and Profile design.
  - c. Bar-Ditch Grading and Driveway Drainage Culvert Plan.
  - d. Drainage Calculation sheets.
  - e. Storm Drain Plan and Profile sheets.
  - f. Construction Phasing and Sequencing Plan sheets.
  - g. Erosion Control Plans and Detail sheets.
  - h. Traffic Control Plans and Detail sheets.
- S.U.E. Levels A & B franchise utility information incorporated into plan sheets.
- Prepare Technical Specifications in addition to City Standard Specifications as needed.
- Prepare an estimate of opinion of probable construction cost.

**Phase I - 95% Deliverables:**

- Design Drawings and OPCC.
- Preliminary Technical Specifications
- Submit two (2) sets of 22" x 34" Plans to City in addition to PDF copies of all deliverables.

**2. 100% Final Design:**

Upon approval of the 95% Design, the following services shall be completed:

- Include all sheets from the 95% submittal and incorporate all final City review comments into Plans and Specifications.
- Estimate of opinion of probable construction cost.

**Phase I - 100% Deliverables:**

- Final Signed and Sealed Design Drawings.
- Prepare and submit final OPCC to City.
- Final Signed and Sealed Technical Specifications.
- City's 95% Comment Set back to City.
- Submit two (2) sets of Final 22" x 34" Plans to City in addition to PDF copies of all deliverables.

**Phase II:**

**1. General Plan Sheet Setup**

Plan sheets shall be prepared at 1" = 20' scale. All plan submittals to City shall be made on 22" x 34" sheets.

**2. 30% Conceptual Design**

The following services shall be completed:

- Cover Sheet
- Index
- Project Control Sheet
- Alignment Layout Sheet
- Roadway Plan and Detail Sheets (horizontal elements only)
- Water Plan and Detail Sheets (horizontal elements only)
- Sewer Plan and Detail Sheets (horizontal elements only)
- Conceptual Drainage Area Map and Runoff Calculations
  - a. Drainage computations for entire project limits will follow current City standards and utilize the Rational Method. All storm drain design and calculations shall conform to City of Lewisville Drainage Criteria Manual, dated September 2024. The iSWM Drainage Criteria will not be used for this project design.
- Drainage Plan and Detail Sheets (horizontal elements only)
- Prepare an estimate of probable construction cost.

**Phase II - 30% Deliverables:**

- Conceptual Design Drawings and OPCC.
- Submit two (2) sets of 22" x 34" Plans to City in addition to PDF copies of all deliverables.

**3. 60% Preliminary Design:**

Upon approval of the 30% Design, the following services shall be completed:

- Include all sheets from the 30% submittal and incorporate City review comments.
- Additional sheets for 60% Preliminary Design include:
  - a. Removal and Abandonment Plan Sheets.
  - b. ROW and Easement Plan Sheet.
  - c. Roadway Plan and Profile (horizontal and vertical elements)
  - d. Water Isolation Valve Plan

- e. Water Plan and Profile (horizontal and vertical elements)
  - f. Sewer Plan and Profile (horizontal and vertical elements)
  - g. Final Drainage Area Map and Runoff Calculations
  - h. Hydrologic and Hydraulic Calculations for Inlets and Underground Pipe System.
  - i. Storm Drain Plan and Profile (horizontal and vertical elements)
  - j. Prepare Bar-Ditch Grading and Driveway Drainage Culvert Plan Sheets as needed
  - k. Preliminary Traffic Control Plans
  - l. Suggested Preliminary Construction Sequencing Plans
- Coordinate and incorporate Level B S.U.E. into plan sheets.
  - Coordinate with City and Franchise Utility Coordinator to notify Franchise Utility Companies of project design and to obtain plans of existing utilities within the project limits.
  - Attend Public Meeting at 60% design phase to solicit public comments and feedback.
  - Prepare an estimate of opinion of probable construction cost.

**Phase II - 60% Deliverables:**

- Design Drawings and OPCC.
- Level B S.U.E. Sheets.
- Submit two (2) sets of 22" x 34" Plans to City in addition to PDF copies of all deliverables.

**4. 90% Preliminary Final Design:**

Upon approval of the 60% Design, the following services shall be completed:

- Include all sheets from the 60% submittal and incorporate City review comments.
- Finalize all sheets from prior submittals
  - a. Additional Sheets for 90% Preliminary Final Design include:
  - b. Signing and Pavement Marking Plan and Details
  - c. Erosion Control Plans and Details
- All S.U.E. Levels A & B franchise utility information incorporated into plan sheets.
- Prepare Technical Specifications in addition to City Standard Specifications as needed.
- Prepare an estimate of opinion of probable construction cost.

**Phase II - 90% Deliverables:**

- Design Drawings and OPCC.
- City's 60% Comment Set back to City.
- Preliminary Technical Specifications
- Submit two (2) sets of 22" x 34" Plans to City in addition to PDF copies of all deliverables.

### **5. 100% Final Design:**

Upon approval of the 90% Design, the following services shall be completed:

- Include all sheets from the 90% submittal and incorporate all final City review comments into Plans and Specifications.
- Estimate of opinion of probable construction cost.

### **Phase II - 100% Deliverables:**

- Final Signed and Sealed Design Drawings.
- Prepare and submit final OPCC to City.
- Final Signed and Sealed Technical Specifications.
- City's 90% Comment Set back to City.
- Submit two (2) sets of Final 22" x 34" Plans to City in addition to PDF copies of all deliverables.

### **Construction Specifications:**

#### **Phase I and II:**

All standard specifications shall be used for this project and City will prepare specification documents for this project. Engineer shall provide additional technical specifications above and beyond standard specifications as needed for project design. Engineer will provide Final Bid Quantities to City's Project Manager.

### **C. Bid Phase Services:**

#### **Phase I:**

- City will bid project and sell contract documents to bidders.
- City will maintain Plan Holder's List.
- Issue Addenda as needed to contractors, up to two (2) addendums.
- ~~Attend the bid opening meeting at City Hall.~~
- ~~Tabulate Bids and Recommend Award of Project to City Staff.~~

#### **Phase II:**

- City will bid project and sell contract documents to bidders.
- City will maintain Plan Holder's List.
- Issue Addenda as needed to contractors, up to two (2) addendums.
- ~~Attend the bid opening meeting at City Hall.~~
- ~~Tabulate Bids and Recommend Award of Project to City Staff.~~

**D. Construction Admin Phase Services:**

**Phase I and II:**

Each phase will perform each of the following services:

- Attend a pre-construction conference meeting with City Staff.
- Attend a public meeting with City and Contractor.
- Engineer will make up to three (3) site visits to the project site during construction.
- Engineer will review up to ten (10) submittals, shop drawings, or samples from contractor prior to construction.
- Engineer will address up to ten (10) RFI's or Change Order requests during construction.
- Attend a final walk-through inspection of the project with City Inspector and Contractor.
- Prepare record drawings based on contractor's field markups and submit one (1) set of 22" x 34" final Mylar Plans and electronic plans (.pdf format) to the City for their records.

**SPECIAL SERVICES**

**E. Design Survey:**

**Phase I and II:**

Utilize prior topographic survey completed within original contract 2015-02-06. Proposed fee includes verifying prior topographic survey data for aboveground utility features, such as, water meters, cleanouts, sanitary sewer manholes, sanitary sewer flowlines, storm drain manholes, storm drain manhole flowlines, culverts, culvert flowlines, and irrigation meters.

**F. Construction Staking:**

**Phase I:**

Construction staking will be provided for 3,750 LF of Water Line, 1,770 LF of Sanitary Sewer Line, and 3,828 LF of Final Paving Staking during construction of the project, according to Scope Table in Section A of this contract on a **one-time basis** for each element noted below (four mobilizations total).

- Final stake streets with offset stakes to the back of curb, or edge of pavement, approximately every 50 feet, including any grade breaks and graded to the top of curb.
- Stake Storm Drain Lines with offset stakes, approximately every 50 feet and graded to flow line of pipe.
- Stake Water Lines with offset stakes, approximately every 50 feet and grade all fire hydrants.
- Stake Sanitary Sewer Lines with offset stakes, approximately every 50 feet and graded to flow line of pipe.

**Phase II:**

Construction staking will be provided for 4,450 LF of Water Line, 4,145 LF of Sanitary Sewer Line, and 4,190 of Final Paving Staking during construction of the project, according to Scope Table in Section A of this contract on a **one-time basis** for each element noted below (four mobilizations total).

- Final stake streets with offset stakes to the back of curb, or edge of pavement, approximately every 50 feet, including any grade breaks and graded to the top of curb.
- Stake Storm Drain Lines with offset stakes, approximately every 50 feet and graded to flow line of pipe.
- Stake Water Lines with offset stakes, approximately every 50 feet and grade all fire hydrants.
- Stake Sanitary Sewer Lines with offset stakes, approximately every 50 feet and graded to flow line of pipe.

**G. Easement or R.O.W. Document Services:**

Easement or Right of Way parcel documents with metes and bounds descriptions shall be prepared on a case-by-case basis at a per each fee amount listed in Compensation section below. Legal and exhibit will be prepared and provided to the City. City will add necessary cover sheets and will handle parcel acquisition with the affected property owners. If more are required as design progresses, these will be added as an amendment as needed.

**Phase I:**

It is assumed no additional easement or ROW Documents will be required.

**Phase II:**

This contract fee assumes 12 (twelve) easement or ROW documents are required.

**H. S.U.E. Services:**

Level A potholes and investigation will be completed on an as needed basis at a per each pothole fee listed in Compensation section below. This contract fee does not assume any potholes required, but will be added as an amendment if required during design.

**Phase I:**

This assumes no Level B Subsurface Utility Exploration services for the project.

**Phase II:**

Provide Level B Subsurface Utility Exploration services for the project.

6. **Geotechnical Services Note:** Scope of work for this contract does not include geotechnical investigations or pavement recommendations. Existing geotechnical data and report prepared by CMJ Engineering February 6<sup>th</sup>, 2015, will be used for design of proposed roadways.

Only those services specifically mentioned in the Scope of Work section are offered as part of this proposal.

**ADDITIONAL SERVICES (not included in proposal)**

The following is a list of some, but not necessarily all, of the services that can be useful or required for a Project of this type. The listed services have not been included in this proposal. Dunaway can provide or sub-consult many of these services if desired by the Client. If the Client determines any of these services is desired, Dunaway can either amend this proposal to incorporate the desired service or services or recommend other actions to cover the needs as expressed.

- 1. Site Investigation Reports
- 2. ALTA/Boundary Surveys
- 3. Topographic Survey
- 4. Tree Survey
- 5. Purchase / Sales Assistance
- 6. Formal Meetings requested by client not identified in scope of services
- 7. Annexation
- 8. Preliminary Plat
- 9. Final Plat/Replat
- 10. Zoning revisions
- 11. Phase 1 and Phase 2 Environmental Site Assessments.
- 12. 404 WOUS Studies/Permitting
- 13. Wetlands delineations and Section 404 permitting through the US Army Corps of Engineers.
- 14. Flood studies for changes to FEMA flood maps.
- 15. Detention pond design or analysis.
- 16. Detailed Water/Sewer Studies
- 17. Stormwater Water Quality Treatment Design
- 18. Traffic Impact Analysis/Studies/Signal Warrant Studies
- 19. TXDOT Coordination or Permitting

- 20. Design of franchise utilities (gas, electric, telephone and cable TV) will be conducted by the franchise utility companies. Usually, each franchise utility company will provide its own design. If desired, Dunaway will show the conduit for each of these on our drawings provided that the size, number, and material for each conduit is provided to Dunaway by the utility company.
- 21. Geotechnical Testing/Soils Reports
- 22. Soil Investigation/Laboratory Testing – Dunaway recommends that the Client retain an independent laboratory for use in any testing required during the design phase, i.e., for density approval in the street rights-of-way, and for any site excavation and embankment that might be required for this Project.
- 23. Separate Agreements/Permits not indicated
- 24. Community Facilities Agreements or other Municipal Security Agreements
- 25. Structural Design
- 26. Structural Retaining Wall Design
- 27. Landscape/Planting Design
- 28. Urban Forestry
- 29. Construction inspection services are not included. Dunaway does not provide construction inspection services. Normally, we recommend that the Client retain a geotechnical engineering consultant to provide construction inspection services for private improvements.
- 30. Design of retaining walls.
- 31. Redesign efforts related to scope of work after significant design efforts have begun or redesign efforts to meet construction budgets are not included.



Proposal for Professional Services  
McKenzie-Hembry Group Neighborhood Street Improvements  
Page 12

If this proposal meets with your approval, please sign below and return one copy to our office as our notice to proceed. We appreciate the opportunity to assist you with this project and look forward to its success.

Respectfully submitted,

**DUNAWAY ASSOCIATES, LLC**  
**a Texas limited liability company**

**Agreed & Accepted**  
**CITY OF LEWISVILLE**

\_\_\_\_\_  
Scott Heal, Senior Vice President  
Principal

By:\_\_\_\_\_

Name:\_\_\_\_\_

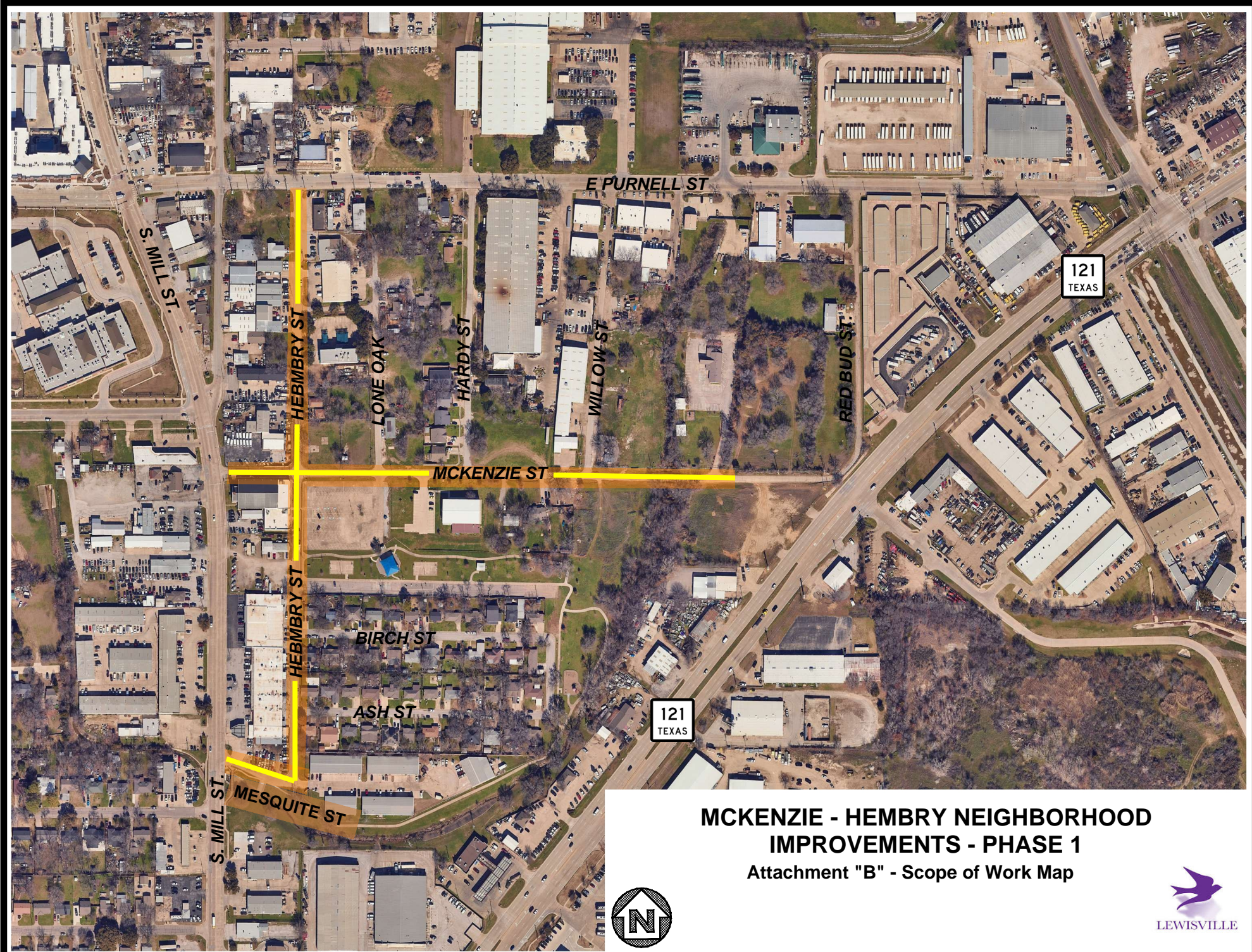
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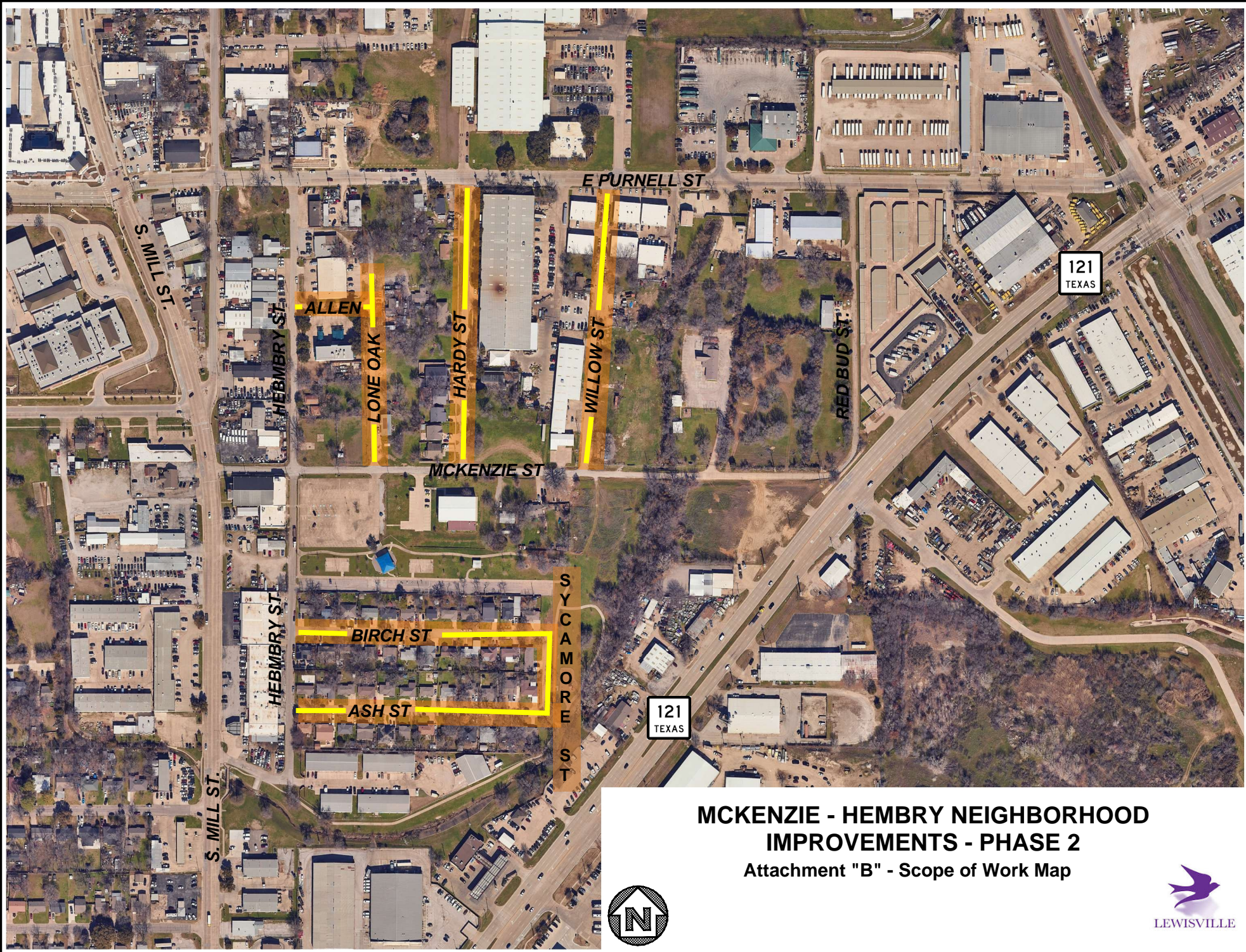
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# MCKENZIE - HEMBRY NEIGHBORHOOD IMPROVEMENTS - PHASE 1

Attachment "B" - Scope of Work Map





**MCKENZIE - HEMBRY NEIGHBORHOOD  
IMPROVEMENTS - PHASE 2**  
Attachment "B" - Scope of Work Map



City of Lewisville - McKenzie-Hembry Group Neighborhood Street Improvements Project  
CPN TBD

ID	Task Name	Duration	Start	Finish	% Complete	Predecessors
0	<b>McKenzie-Hembry Group Neighborhood Improvements</b>	<b>818 days</b>	<b>Tue 4/21/26</b>	<b>Tue 7/10/29</b>	<b>0%</b>	
1	<b>1 Design</b>	<b>764 days</b>	<b>Tue 4/21/26</b>	<b>Wed 4/25/29</b>	<b>0%</b>	
2	1.1 Notice to Proceed	0 days	Tue 4/21/26	Tue 4/21/26	0%	
3	1.2 Finalize Subcontracts	15 days	Tue 4/21/26	Mon 5/11/26	0%	2
4	1.3 Survey & SUE Complete	30 days	Tue 5/12/26	Tue 6/23/26	0%	3
5	<b>1.4 Phase I</b>	<b>120 days</b>	<b>Wed 6/24/26</b>	<b>Mon 12/14/26</b>	<b>0%</b>	
6	1.4.1 Prepare 95% Final Plans	20 days	Wed 6/24/26	Wed 7/22/26	0%	4
7	1.4.2 Prepare 95% Project Manual	10 days	Thu 7/23/26	Wed 8/5/26	0%	6
8	1.4.3 Phase I - 95% Final Design Submittal	0 days	Wed 8/5/26	Wed 8/5/26	0%	7
9	1.4.4 City Review - 95% Design	25 days	Thu 8/6/26	Thu 9/10/26	0%	8
10	1.4.5 Prepare 100% Final Plans	15 days	Fri 9/11/26	Thu 10/1/26	0%	9
11	1.4.6 Prepare 100% Project Manual	10 days	Fri 10/2/26	Thu 10/15/26	0%	10
12	1.4.7 Phase I - 100% Final Design Submittal	0 days	Thu 10/15/26	Thu 10/15/26	0%	11
13	1.4.8 City Review - 100% Design	25 days	Fri 10/16/26	Mon 11/23/26	0%	12
14	1.4.9 100% Final PS&E Revisions	15 days	Tue 11/24/26	Mon 12/14/26	0%	13
15	1.4.10 Phase I - Final Design Complete	0 days	Mon 12/14/26	Mon 12/14/26	0%	14
16	<b>1.5 Phase II</b>	<b>299 days</b>	<b>Tue 12/15/26</b>	<b>Tue 2/22/28</b>	<b>0%</b>	
17	<b>1.5.1 Design</b>	<b>299 days</b>	<b>Tue 12/15/26</b>	<b>Tue 2/22/28</b>	<b>0%</b>	
18	<b>1.5.1.1 Conceptual Design (30%)</b>	<b>77 days</b>	<b>Tue 12/15/26</b>	<b>Mon 4/5/27</b>	<b>0%</b>	
19	1.5.1.1.1 Prepare Conceptual Design Plans	45 days	Tue 12/15/26	Thu 2/18/27	0%	15
20	1.5.1.1.2 Phase II - 30% Conceptual Design Submittal	0 days	Thu 2/18/27	Thu 2/18/27	0%	19
21	1.5.1.1.3 City Review - Conceptual Design	30 days	Fri 2/19/27	Thu 4/1/27	0%	20
22	1.5.1.1.4 Design Review Meeting	1 day	Fri 4/2/27	Fri 4/2/27	0%	21
23	1.5.1.1.5 Public/Stakeholder Meeting	1 day	Mon 4/5/27	Mon 4/5/27	0%	22
24	1.5.1.1.6 Conceptual Design (30%) Complete	0 days	Mon 4/5/27	Mon 4/5/27	0%	23
25	<b>1.5.1.2 Preliminary Design (60%)</b>	<b>97 days</b>	<b>Tue 4/6/27</b>	<b>Fri 8/20/27</b>	<b>0%</b>	
26	1.5.1.2.1 Prepare Preliminary Final Plans	70 days	Tue 4/6/27	Wed 7/14/27	0%	24
27	1.5.1.2.2 Phase II - 60% Preliminary Design Submittal	0 days	Wed 7/14/27	Wed 7/14/27	0%	26
28	1.5.1.2.3 City Review - Preliminary Design	25 days	Thu 7/15/27	Wed 8/18/27	0%	27
29	1.5.1.2.4 Design Review Meeting	1 day	Thu 8/19/27	Thu 8/19/27	0%	28
30	1.5.1.2.5 Public/Stakeholder Meeting	1 day	Fri 8/20/27	Fri 8/20/27	0%	29
31	1.5.1.2.6 Preliminary Design (60%) Complete	0 days	Fri 8/20/27	Fri 8/20/27	0%	30
32	<b>1.5.1.3 Final Design (100%)</b>	<b>125 days</b>	<b>Mon 8/23/27</b>	<b>Tue 2/22/28</b>	<b>0%</b>	
33	1.5.1.3.1 Prepare 90% Final Plans	40 days	Mon 8/23/27	Tue 10/19/27	0%	31
34	1.5.1.3.2 Prepare 90% Project Manual	10 days	Wed 10/20/27	Tue 11/2/27	0%	33
35	1.5.1.3.3 Phase II - 90% Final Design Submittal	0 days	Tue 11/2/27	Tue 11/2/27	0%	34
36	1.5.1.3.4 City Review - 90% Design	20 days	Wed 11/3/27	Thu 12/2/27	0%	35
37	1.5.1.3.5 Prepare 100% Final Plans	15 days	Fri 12/3/27	Thu 12/23/27	0%	36
38	1.5.1.3.6 Prepare 100% Project Manual	5 days	Fri 12/24/27	Fri 12/31/27	0%	37
39	1.5.1.3.7 Phase II - 100% Final Design Submittal	0 days	Fri 12/31/27	Fri 12/31/27	0%	38
40	1.5.1.3.8 City Review - 100% Design	20 days	Tue 1/4/28	Tue 2/1/28	0%	39
41	1.5.1.3.9 100% Final PS&E Revisions	15 days	Wed 2/2/28	Tue 2/22/28	0%	40
42	1.5.1.3.10 Phase II - Final Design Complete	0 days	Tue 2/22/28	Tue 2/22/28	0%	41
43	<b>1.6 Permits</b>	<b>375 days</b>	<b>Tue 11/2/27</b>	<b>Wed 4/25/29</b>	<b>0%</b>	
44	<b>1.6.1 Phase 2 - TDLR</b>	<b>375 days</b>	<b>Tue 11/2/27</b>	<b>Wed 4/25/29</b>	<b>0%</b>	
45	1.6.1.1 Register Project	0 days	Tue 11/2/27	Tue 11/2/27	0%	35
46	1.6.1.2 Review Plans	20 days	Wed 11/3/27	Thu 12/2/27	0%	45
47	1.6.1.3 Final Inspection	5 days	Thu 4/19/29	Wed 4/25/29	0%	93
48	<b>2 ROW &amp; Easements (Potential Need) - Phase II Only</b>	<b>210 days</b>	<b>Mon 4/5/27</b>	<b>Thu 2/3/28</b>	<b>0%</b>	
49	2.1 Identify ROW Requirements	10 days	Mon 4/5/27	Fri 4/16/27	0%	22
50	2.2 City Review	30 days	Mon 4/19/27	Mon 5/31/27	0%	49
51	2.3 Prepare ROW Documents (Permanent)	20 days	Tue 6/1/27	Mon 6/28/27	0%	50
52	<b>2.4 ROW Negotiations/Acquisition - Phase II Only</b>	<b>150 days</b>	<b>Tue 6/29/27</b>	<b>Thu 2/3/28</b>	<b>0%</b>	
53	2.4.1 Negotiation/Acceptance	100 days	Tue 6/29/27	Thu 11/18/27	0%	51



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City of Lewisville - McKenzie-Hembry Group Neighborhood Street Improvements Project  
CPN TBD

ID	Task Name	Duration	Start	Finish	% Complete	Predecessors	Gantt Chart (Q3 2027 - Q3 2030)											
54	2.4.2 M&C Approval for Land Purchase	40 days	Fri 11/19/27	Thu 1/20/28	0%	53	M&C Approval for Land Purchase											
55	2.4.3 Execute ROE Agreements	10 days	Fri 1/21/28	Thu 2/3/28	0%	54	Execute ROE Agreements											
56	2.4.4 ROW Complete	0 days	Thu 2/3/28	Thu 2/3/28	0%	55	ROW Complete											
57	3 Utility Relocation	375 days	Thu 8/6/26	Wed 2/2/28	0%		Utility Relocation											
58	3.1 Phase I	130 days	Thu 8/6/26	Thu 2/11/27	0%		Phase I											
59	3.1.1 Develop Utility Conflict Matrix	10 days	Thu 8/6/26	Wed 8/19/26	0%	8	Develop Utility Conflict Matrix											
60	3.1.2 Utility Relocation Construction & Coordination	120 days	Thu 8/20/26	Thu 2/11/27	0%	59	Utility Relocation Construction & Coordination											
61	3.1.3 Utilities Cleared/Complete	0 days	Thu 2/11/27	Thu 2/11/27	0%	60	Utilities Cleared/Complete											
62	3.2 Phase II	240 days	Fri 2/19/27	Wed 2/2/28	0%		Phase II											
63	3.2.1 Develop Utility Conflict Matrix	120 days	Fri 2/19/27	Mon 8/9/27	0%	20	Develop Utility Conflict Matrix											
64	3.2.2 Utility Relocation Construction & Coordination	120 days	Tue 8/10/27	Wed 2/2/28	0%	63	Utility Relocation Construction & Coordination											
65	3.2.3 Utilities Cleared/Complete	0 days	Wed 2/2/28	Wed 2/2/28	0%	64	Utilities Cleared/Complete											
66	4 Construction	637 days	Tue 12/15/26	Mon 6/18/29	0%		Construction											
67	4.1 Phase 1	342 days	Tue 12/15/26	Fri 4/21/28	0%		Phase 1											
68	4.1.1 Letting	79 days	Tue 12/15/26	Wed 4/7/27	0%		Letting											
69	4.1.1.1 Advertisement Period	14 days	Tue 12/15/26	Tue 1/5/27	0%	15	Advertisement Period											
70	4.1.1.2 Pre-Bid Meeting	0 days	Wed 12/23/26	Wed 12/23/26	0%	69SS+7 days	Pre-Bid Meeting											
71	4.1.1.3 Bid Opening	0 days	Tue 1/5/27	Tue 1/5/27	0%	69	Bid Opening											
72	4.1.1.4 Review Bids - Bid Analysis	10 days	Wed 1/6/27	Wed 1/20/27	0%	71	Review Bids - Bid Analysis											
73	4.1.1.5 Award Construction Contract	25 days	Thu 1/21/27	Wed 2/24/27	0%	72	Award Construction Contract											
74	4.1.1.6 M & C Approval	0 days	Wed 2/24/27	Wed 2/24/27	0%	73	M & C Approval											
75	4.1.1.7 Construction Contract Execution	30 days	Thu 2/25/27	Wed 4/7/27	0%	74	Construction Contract Execution											
76	4.1.2 Project Construction	263 days	Thu 4/8/27	Fri 4/21/28	0%		Project Construction											
77	4.1.2.1 Project Mobilization	10 days	Thu 4/8/27	Wed 4/21/27	0%	75	Project Mobilization											
78	4.1.2.2 Construction	210 days	Thu 4/22/27	Tue 2/22/28	0%	77	Construction											
79	4.1.2.3 Final Walk-through	2 days	Wed 2/23/28	Thu 2/24/28	0%	78	Final Walk-through											
80	4.1.2.4 Project Closeout	40 days	Fri 2/25/28	Thu 4/20/28	0%	79	Project Closeout											
81	4.1.2.5 Construction Substantial Completion	1 day	Fri 4/21/28	Fri 4/21/28	0%	80	Construction Substantial Completion											
82	4.2 Phase 2	338 days	Wed 2/23/28	Mon 6/18/29	0%		Phase 2											
83	4.2.1 Letting	75 days	Wed 2/23/28	Wed 6/7/28	0%		Letting											
84	4.2.1.1 Advertisement Period	15 days	Wed 2/23/28	Tue 3/14/28	0%	42,56,65,42	Advertisement Period											
85	4.2.1.2 Pre-Bid Meeting	0 days	Thu 3/2/28	Thu 3/2/28	0%	84SS+7 days	Pre-Bid Meeting											
86	4.2.1.3 Bid Opening	0 days	Tue 3/14/28	Tue 3/14/28	0%	84	Bid Opening											
87	4.2.1.4 Review Bids - Bid Analysis	10 days	Wed 3/15/28	Tue 3/28/28	0%	86	Review Bids - Bid Analysis											
88	4.2.1.5 Award Construction Contract	20 days	Wed 3/29/28	Tue 4/25/28	0%	87	Award Construction Contract											
89	4.2.1.6 M & C Approval	0 days	Tue 4/25/28	Tue 4/25/28	0%	88	M & C Approval											
90	4.2.1.7 Construction Contract Execution	30 days	Wed 4/26/28	Wed 6/7/28	0%	89	Construction Contract Execution											
91	4.2.2 Project Construction	263 days	Thu 6/8/28	Mon 6/18/29	0%		Project Construction											
92	4.2.2.1 Project Mobilization	10 days	Thu 6/8/28	Wed 6/21/28	0%	90	Project Mobilization											
93	4.2.2.2 Construction	210 days	Thu 6/22/28	Wed 4/18/29	0%	92	Construction											
94	4.2.2.3 Final Walk-through	2 days	Thu 4/19/29	Fri 4/20/29	0%	93	Final Walk-through											
95	4.2.2.4 Project Closeout	40 days	Mon 4/23/29	Fri 6/15/29	0%	94	Project Closeout											
96	4.2.2.5 Construction Substantial Completion	1 day	Mon 6/18/29	Mon 6/18/29	0%	95	Construction Substantial Completion											
97	5 Closeout	311 days	Mon 4/24/28	Tue 7/10/29	0%		Closeout											
98	5.1 As-Built Plans	310 days	Mon 4/24/28	Mon 7/9/29	0%		As-Built Plans											
99	5.1.1 Phase 1	15 days	Mon 4/24/28	Fri 5/12/28	0%		Phase 1											
100	5.1.1.1 Preparation	15 days	Mon 4/24/28	Fri 5/12/28	0%	81	Preparation											
101	5.1.1.2 Submittal	0 days	Fri 5/12/28	Fri 5/12/28	0%	100	Submittal											
102	5.1.2 Phase 2	15 days	Tue 6/19/29	Mon 7/9/29	0%		Phase 2											
103	5.1.2.1 Preparation	15 days	Tue 6/19/29	Mon 7/9/29	0%	96	Preparation											
104	5.1.2.2 Submittal	0 days	Mon 7/9/29	Mon 7/9/29	0%	103	Submittal											
105	5.2 Project Complete	1 day	Tue 7/10/29	Tue 7/10/29	0%	104	Project Complete											

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