

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND
STANTEC CONSULTING SERVICES INC. FOR
FOR THE DESIGN OF THREE (3) TRAFFIC SIGNALS
PROJECT NUMBER 2626-TR**

This Agreement for Professional Engineering Services, hereinafter called "Agreement," is entered into by the **Town of Prosper, Texas**, a municipal corporation, duly authorized to act by the Town Council of said Town, hereinafter called "Town," and **Stantec Consulting Services Inc.**, a company authorized to do business in Texas, acting through a duly authorized officer, hereinafter called "Consultant," relative to Consultant providing professional engineering services to Town. Town and Consultant when mentioned collectively shall be referred to as the "Parties."

W I T N E S S E T H:

WHEREAS, Town desires to obtain professional engineering services in connection with the **Design of Three (3) Traffic Signals**, hereinafter called "Project";

For the mutual promises and benefits herein described, Town and Consultant agree as follows:

1. **Term of Agreement.** This Agreement shall become effective on the date of its execution by both Parties, and shall continue in effect thereafter until terminated as provided herein.
2. **Services to be Performed by Consultant.** The Parties agree that Consultant shall perform such services as are set forth and described in **Exhibit A - Scope of Services** and incorporated herein as if written word for word. All services provided by Consultant hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of their profession. In case of conflict in the language of Exhibit A and this Agreement, this Agreement shall govern and control. Deviations from the Scope of Services or other provisions of this Agreement may only be made by written agreement signed by all Parties to this Agreement.
3. **Prompt Performance by Consultant.** Consultant shall perform all duties and services and make all decisions called for hereunder promptly and without unreasonable delay as is necessary to cause Consultant's services hereunder to be timely and properly performed. Notwithstanding the foregoing, Consultant agrees to use diligent efforts to perform the services described herein and further defined in any specific task orders, in a manner consistent with these task orders; however, the Town understands and agrees that Consultant is retained to perform a professional service and such services must be bound, first and foremost, by the principles of sound professional judgment and reasonable diligence.
4. **Compensation of Consultant.** Town agrees to pay to Consultant for satisfactory completion of all services included in this Agreement a total fee of Two Hundred Thirty-Two Thousand, Five Hundred Dollars (\$232,500) for the Project as set forth and described in **Exhibit B - Compensation Schedule** and incorporated herein as if written word for word. Lump sum fees shall be billed monthly based on the percentage of completion. Hourly not to exceed fees shall be billed monthly based on hours of work that have been completed. Direct Costs for expenses such as mileage, copies, scans, sub-consultants, and similar costs are included in fees and shall be billed as completed.

Consultant agrees to submit statements to Town for professional services no more than once per month. These statements will be based upon Consultant's actual services performed and reimbursable expenses incurred,

if any, and Town shall endeavor to make prompt payments. Each statement submitted by Consultant to Town shall be reasonably itemized to show the amount of work performed during that period. If Town fails to pay Consultant within sixty (60) calendar days of the receipt of Consultant's invoice, Consultant may, after giving ten (10) days written notice to Town, suspend professional services until paid.

Nothing contained in this Agreement shall require Town to pay for any work that is unsatisfactory as reasonably determined by Town or which is not submitted in compliance with the terms of this Agreement.

The Scope of Services shall be strictly limited. Town shall not be required to pay any amount in excess of the original proposed amount unless Town shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts.

5. **Town's Obligations.** Town agrees that it will (i) designate a specific person as Town's representative, (ii) provide Consultant with any previous studies, reports, data, budget constraints, special Town requirements, or other pertinent information known to Town, when necessitated by a project, (iii) when needed, assist Consultant in obtaining access to properties necessary for performance of Consultant's work for Town, (iv) make prompt payments in response to Consultant's statements and (v) respond in a timely fashion to requests from Consultant. Consultant is entitled to rely upon and use, without independent verification and without liability, all information and services provided by Town or Town's representatives.

6. **Ownership and Reuse of Documents.** Upon completion of Consultant's services and receipt of payment in full therefore, Consultant agrees to provide Town with copies of all materials and documents prepared or assembled by Consultant under this Agreement and that Town may use them without Consultant's permission for any purpose relating to the Project. Any reuse of the documents not relating to the Project shall be at Town's risk. Consultant may retain in its files copies of all reports, drawings, specifications and all other pertinent information for the work it performs for Town.

7. **Town Objection to Personnel.** If at any time after entering into this Agreement, Town has any reasonable objection to any of Engineer's personnel, or any personnel, professionals and/or consultants retained by Engineer, Engineer shall promptly propose substitutes to whom Town has no reasonable objection, and Engineer's compensation shall be equitably adjusted to reflect any difference in Engineer's costs occasioned by such substitution.

8. **Insurance.** Consultant shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement applicable insurance policies as described in **Exhibit C - Insurance Requirements** and incorporated herein as if written word for word. Consultant shall submit to Town proof of such insurance prior to commencing any work for Town.

9. **Indemnification.** **CONSULTANT DOES HEREBY COVENANT AND AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS TOWN AND ITS OFFICIALS, OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES AND INVITEES FROM AND AGAINST LIABILITY, CLAIMS, SUITS, DEMANDS AND/OR CAUSES OF ACTION, (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES AND COSTS OF LITIGATION), WHICH MAY ARISE BY REASON OF DEATH OR INJURY TO PROPERTY OR PERSONS BUT ONLY TO THE EXTENT OCCASIONED BY THE NEGLIGENT ACT, ERROR OR OMISSION OF CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, INVITEES OR OTHER PERSONS FOR WHOM CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS AGREEMENT.**

IN THE EVENT THAT TOWN AND CONSULTANT ARE CONCURRENTLY NEGLIGENT, THE PARTIES AGREE THAT ALL LIABILITY SHALL BE CALCULATED ON A COMPARATIVE BASIS OF FAULT AND

RESPONSIBILITY AND THAT NEITHER PARTY SHALL BE REQUIRED TO DEFEND OR INDEMNIFY THE OTHER PARTY FOR THAT PARTY'S NEGLIGENT OR INTENTIONAL ACTS, ERRORS OR OMISSIONS.

10. **Notices.** Any notices to be given hereunder by either Party to the other may be affected either by personal delivery, in writing, or by registered or certified mail to the following addresses:

Stantec Consulting Services Inc.
Dave Carter, PE, PTOE
Principal, Engineering Manager
6080 Tennyson Pkwy, Suite 200
Plano, TX 75024

Town of Prosper
Mario Canizares, Town Manager
PO Box 307
Prosper, TX 75078
mcanizares@prospertx.gov

11. **Termination.** The obligation to provide further services under this Agreement may be terminated by either Party in writing upon thirty (30) calendar days notice. In the event of termination by Town, Consultant shall be entitled to payment for services rendered through receipt of the termination notice.

12. **Sole Parties and Entire Agreement.** This Agreement shall not create any rights or benefits to anyone except Town and Consultant, and contains the entire agreement between the Parties. Oral modifications to this Agreement shall have no force or effect.

13. **Assignment and Delegation.** Neither Town nor Consultant may assign its rights or delegate its duties without the written consent of the other Party. This Agreement is binding on Town and Consultant to the extent permitted by law. Nothing herein is to be construed as creating any personal liability on the part of any Town officer, employee or agent.

14. **Texas Law to Apply; Successors; Construction.** This Agreement shall be construed under and in accordance with the laws of the State of Texas. It shall be binding upon, and inure to the benefit of, the Parties hereto and their representatives, successors and assigns. Should any provisions in this Agreement later be held invalid, illegal or unenforceable, they shall be deemed void, and this Agreement shall be construed as if such provision had never been contained herein.

15. **Conflict of Interest.** Consultant agrees that it is aware of the prohibited interest requirement of the Town Charter, which is repeated in **Exhibit D - Conflict of Interest Affidavit** and incorporated herein as if written word for word, and will abide by the same. Further, a lawful representative of Consultant shall execute the Affidavit included in the exhibit. Consultant understands and agrees that the existence of a prohibited interest during the term of this Agreement will render the Agreement voidable.

Consultant agrees that it is further aware of the vendor disclosure requirements set forth in Chapter 176, Local Government Code, as amended, and will abide by the same. In this connection, a lawful representative of Consultant shall execute the Conflict of Interest Questionnaire, Form CIQ, attached hereto as **Exhibit E - Conflict of Interest Questionnaire** and incorporated herein as if written word for word.

16. **Venue.** The Parties herein agree that this Agreement shall be enforceable in Prosper, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in Collin County, Texas.

17. **Mediation.** In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to non-binding mediation.

18. **Prevailing Party.** In the event a Party initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

19. **"Anti-Israel Boycott" Provision.** In accordance with Chapter 2270, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Chapter 2270 does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the company is not subject to Chapter 2270 for the reasons stated herein, the signatory executing this Agreement on behalf of the company verifies by its signature to this Agreement that the company does not boycott Israel and will not boycott Israel during the term of this Agreement.

20. **Signatories.** Town warrants and represents that the individual executing this Agreement on behalf of Town has full authority to execute this Agreement and bind Town to the same. Consultant warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind Consultant to same.

IN WITNESS WHEREOF, the Parties, having read and understood this Agreement, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the _____ day of _____, 20____.

STANTEC CONSULTING SERVICES INC.

TOWN OF PROSPER, TEXAS

By:

Dave N Carter

Signature

Dave Carter

Printed Name

Principal

Title

12/31/2025

Date

By:

Signature

Mario Canizares

Printed Name

Town Manager

Title

Date

**EXHIBIT A
SCOPE OF SERVICES**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND
STANTEC CONSULTING SERVICES INC. FOR
THE DESIGN OF THREE (3) TRAFFIC SIGNALS**

I. PROJECT DESCRIPTION

The Town of Prosper has asked Stantec to design three (3) traffic signals which could be traditional traffic signals, fire-station emergency signals, and/or pedestrian hybrid beacon signals for recreational trail or school related pedestrian crossings. The location of the intersections are listed below.

1. First Street at Fire Station #3 (This is a fire station/emergency signal that includes the existing trail crossing to the west of the fire station. Realignment of the path also needs to be evaluated to shorten the distance between signal mast arms on either side of the fire station, so that the path with pedestrian activation of the emergency signal is included)
2. La Cima Boulevard at Arrowhead Drive (Pedestrian Hybrid Beacon)
3. Coit Road at Lorene Rogers Middle School / Orion Apartment Driveway (Pedestrian Hybrid Beacon)

The Town's traffic signal design guidelines state that directional curb ramps should be located to provide straight crosswalks which may require ADA ramp and/or median nose modifications at the intersection. Stantec will provide a preliminary intersection layout at the 30% design level for a coordination meeting with the Town staff to evaluate the potential impact to these elements. It is assumed that any revisions would be included as part of Stantec's signal design construction plans.

New topographic survey will be provided by Stantec as part of the basic services to ensure the designs consider the latest utility and right-of-way information. Subsurface Utility Engineering (SUE) Level B and C will be provided by a subconsultant but Level A potholing is not included in the basic services. Level A Potholing could be added as a supplemental service.

Any change to the scope of work based on additional requirements by the Town may result in an increase in the fee associated with the project.

II. TASK SUMMARY

The scope below is for all of the intersections. However, for invoicing it is assumed that each intersection will have its own Purchase Order Number so they will be summarized and itemized separately on each invoice.

Task 1 – Project Management

1. Manage the team:
 - a. Lead, manage, and direct design team activities
 - b. Communicate internally among team members and subconsultants
 - c. Allocate team resources
2. Communications and reporting:
 - a. Submit monthly invoices
 - b. Respond to email and telephone communication from the City

- c. Coordinate with other agencies and entities as necessary for the design of the proposed traffic signal.
- 3. Quality Control Program
 - a. Ensure quality control is practiced in the performance of the work
 - b. Quality Manager will review and backcheck the QAQC documents at each design level
- 4. Meetings:
 - a. Attend one (1) virtual meeting with City staff to discuss traffic signal design criteria.
 - b. Hold regular virtual meetings with subconsultants and task leads to ensure schedules and reviews are upheld

Task 2 - Survey

In some cases, existing survey and/or roadway electronic design files are available and they are recent enough that new survey may not be necessary. If those files are not available from the Town, then Stantec will provide survey services as described below. The survey task will only be initiated if approved by the Town engineer.

The survey limits will typically be as follows:

1. Survey will extend ten (10) feet outside the right-of-way and will include the entire intersection and along each approach for 200' measured from the curb return or existing stop bar if applicable.
2. ROW boundary will be surveyed for the first 50' from the intersection.
3. Perform research to obtain deeds and plats for all adjoining properties.
4. Locate existing boundary monumentation on all adjoining properties to construct existing boundary, right-of-way, and easement lines.
5. Horizontal control will be established by means of GPS RTK positioning and will be based on the Texas State Plane Coordinate System, NAD 83(2011), North Central Zone, utilizing a surface adjustment factor of 1.000150630 for Denton County, 1.000152710 for Collin County, and 1.000136506 for Dallas County.
6. Vertical control will be established by means of GPS RTK positioning, and will be based on GPS derived ellipsoid heights adjusted to NAVD 88 elevations utilizing Geoid18.
7. The survey will include, but not be limited to, locating all existing features such as water valves, water meters, curb & gutter, asphalt, sidewalks, fences, driveways, storm & sanitary sewer manholes, inlets, storm drain outfalls, trees 6" and larger, tops and toes of slope, power poles, mailboxes, signs, telephone risers, railroad tracks, and any other visible features.
8. Deliverables will include a digital file in dwg or dgn format containing all points and features located in the survey, one foot interval contours, a TIN, and the boundary, right-of-way, and easement lines. Additional deliverables will include copies of all field notes and field drawings, a point file (pnezd) and a LandXML file.

Task 3 - Subsurface Utility Engineering (SUE)

The American Society of Civil Engineers (ASCE) defines SUE as a branch of Civil Engineering that involves mapping existing subsurface utilities and depicting those utilities to certain quality levels. As part of the Survey Task, SUE Quality Levels C and D will be completed. If potential conflicts are identified during the traffic signal design, additional SUE Quality Levels A and/or B can be performed as an additional service. An allowance of \$4,000 will be included in the fee for each intersection to conduct specific SUE potholes for evaluation of a potential conflict identified during design.

1. Utility Quality Levels are defined in cumulative order (greatest to least detail) as follows:
 - a. Quality Level "A": Precise horizontal and vertical location of utilities obtained by the actual exposure and subsequent measurement of subsurface utilities, usually at a specific point (aka Locating). For the purpose of this scope and fee estimate it is assumed that Level A SUE is not required.

- b. Quality Level "B": Information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities (aka Designating).
 - c. Quality Level "C": Information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating this information to quality level D information.
 - d. Quality Level "D": Information derived from existing records and/or oral recollections
2. Surveyor and Subsurface Utility Engineer will conduct records research of all the utilities within the project.
3. If specifically requested as a supplemental service within the budget of the allowance, the Subsurface Utility Engineer will provide Designating services as noted above Quality Level A or B as requested. Each utility may be clearly labeled by utility type and owner. There will be a considerable amount of paint on the sidewalks and pavement. If the subsurface utility engineer is required to wash the paint away, this will be considered an additional cost. The Subsurface Utility Engineer will survey the SUE for the project.
4. Traffic Control and Permits: it is anticipated that Traffic Control will be required for the Survey and SUE of this project. Traffic Control implementation will meet Part 6 Temporary Traffic Control from Texas Manual on Uniform Traffic Control Device (MUTCD)s using standard TxDOT detail sheets. Traffic control plan documents will not be sealed on this project by the company supplying and deploying the traffic control devices. If site specific Traffic Control Plans are required to be sealed by a licensed PE in the State of Texas, this will be considered an additional cost.

Task 4 - Traffic Signal Design.

Each intersection would be designed as a standalone package though a combined bid package with multiple intersections could be developed. It is assumed that the intersections will be designed concurrently to increase efficiency of the project's management, design, bidding, and construction oversight.

1. Meetings:
 - Attend one (1) meeting (in-person, in the field if possible) for 30% review - Stantec engineers will conduct a site visit at the intersection with the Town of Prosper Engineering Department to review the potential traffic signal pole locations, controller cabinet location, power source location, and to discuss specific issues concerning ADA Ramps, crosswalks and median nose modifications if necessary.
 - Attend one (1) virtual design review meeting with Town staff following the 60% and 90% design plan reviews.
2. Survey will be provided as described in Task 2 above.
3. Subsurface Utility Engineering (SUE) will be provided as described in Task 3 above.
4. Prepare 30% signal design plans
 - Develop plan sheets for a permanent traffic signal based on survey base files.
 - The 30% traffic signal design plans will show location of the proposed controller cabinet, traffic signal poles, ADA ramps and median nose modifications for a starting design discussion that will occur in the field (if possible) with the Town.
 - Conceptual layout of sidewalk and/or Trail alignments will be included at 30%.
5. Prepare 60% signal design plans

- Traffic signal layout sheet(s) showing traffic signal poles, vehicular and pedestrian signal heads, barrier-free ramps and associated sidewalk connections, vehicle detection, pedestrian push buttons, controller cabinet location, power source location, electrical service, conduits, pull boxes, and all known existing and proposed utilities. Stantec will coordinate with the Town to ensure the locations of the barrier-free ramps and pedestrian signals meet the guidelines laid out in the Texas Manual of Uniform Traffic Control Devices (TMUTCD) and are in accordance with the Town's requirements.
 - Traffic signal design tables sheet(s). Chart details will be at 90%.
 - Signing layout sheet detailing traffic signal related signs.
 - Pavement marking sheet detailing the location of stop bars and crosswalks. It is assumed that all other pavement markings leading up to the intersection will remain in place.
6. Prepare 90% signal design plans
- Receive comments from the Town on the preliminary plans and incorporate into plans.
 - Traffic signal layout sheet(s) showing traffic signal poles, vehicular and pedestrian signal heads, barrier-free ramps and associated sidewalk connections, vehicle detection, pedestrian push buttons, controller cabinet location, power source location, electrical service, conduits, pull boxes, and all known existing and proposed utilities.
 - Prepare the following plan sheets for the Pre-Final design plans:
 - General Notes
 - Summary of Estimated Quantities
 - Traffic Signal Layout sheet
 - Traffic Signal design tables
 - Signing layout sheet detailing traffic signal related signs
 - Town and/or TxDOT standard detail drawings
 - Prepare an estimate of construction quantities and develop the preliminary opinion of probable construction cost.
 - Assemble standard construction contract document using a template provided by the Town and modify special technical specifications for the project (if any).
7. Prepare 100% PS&E construction plans
- Receive and discuss comments from the Town on the 90% plans
 - Revise 90% plans, incorporating comments from the Town
 - Finalize estimate of construction quantities and opinion of probable construction cost.
 - Finalize construction contract documents, including special technical specifications and special conditions (if any).

For the purpose of this scope and fee proposal it is assumed that all the intersections are included in a separate PS&E packages. However, they could be combined into a single package to achieve better bid pricing due to the economy of scale, if desired by the Town.

Task 5 - Bidding and Construction Phase Services. The following tasks will be provided on an hourly rate with a not to exceed fee amount. The work will be performed as requested by the Town. If the fee is exceeded, an additional hourly fee may be set up to cover additional work, to be approved in advance by the Town.

1. Assist the Town in securing bids. The Town will prepare the Notice to Bidders and provide it to Stantec to update. The Town will be responsible for publishing the appropriate legal notice and be responsible for the cost for such publications.
2. Assist the Town by responding to questions and interpreting bid documents. Prepare and issue addenda

- to the bid documents to plan holders, if necessary.
3. Stantec will assist the Town in analyzing the bids received. Review the qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to construct the Project. Recommend award of contracts or other actions as appropriate to be taken by the Town.
 4. Assist the Town in conducting a pre-construction conference with the Contractor and review the construction schedule prepared by the contractor in accordance with the requirements of the construction contract.
 5. Review Contractor's submittals, including, requests for information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract.
 6. It is assumed that one (1) field visit may be necessary to meet a contractor in the field to discuss any design issues that may occur during construction.

Task 6 – Record Drawings. After construction is completed, Stantec will receive redline markups from the Contractor and/or the Town, to be delivered electronically in PDF format. Stantec will generate a set of record drawing plans that will incorporate these markups. The record drawings will not be signed and sealed, instead, they will bear a stamp explaining that the plans were constructed per the 100% design plans, except as otherwise noted. Stantec will not perform a field visit to verify the redline markups.

Assumptions and Exclusions

This scope of services includes only the items specifically described above. The following items are specifically excluded from the scope of services but could be added for an additional fee:

- Utility adjustment or utility relocation design is not included in this scope.
- A pavement design is not included in the scope. It is assumed any new pavement section will match the as-built pavement section.
- Roadway profiles are not included in the scope. It is assumed the proposed improvements will not impact the profile of the existing road.
- Drainage design is not included in the scope of services.
- Modification of technical standards is not included in the scope of services.
- All plans will be designed simultaneously, and meetings will cover all designs.
- Roadway modifications other than what is required for ADA ramps and median nose modifications are not included.
- Simulation modeling for traffic signal phasing is not included in the scope of services.
- Temporary traffic signal design is not included in the scope of services.
- Coordination and approvals from TDLR is not included in the scope of services.
- Traffic control plans are not included in the scope of services.
- Traffic signal timing is not included in the scope of services.
- Illumination design is not included in the scope of services, except for one (1) luminaire on each signal pole (as applicable).
- Preparation of right-of-way or easement exhibits is not included in the scope of services.
- Application and Permitting fees and special insurance premiums are not included in the scope of services.
- Construction inspection services are not included in the scope of services.
- As-built surveys of constructed improvements are not included in the scope of services.
- Public hearings or Town Council/Commission meetings are not included in the scope of services.
- Attendance at a utility coordination meeting to start the relocation process with affected franchise utilities is not included in the scope of services. Distribution of copies of final plans and proposed

schedule for bid letting and construction to affected franchise utilities is not included in the scope of services.

- Preparation or processing of change orders are not included in the scope of services.
- Coordination with TxDOT or any other agency for approval or permitting is not included in the scope of services.
- Any additional meetings not listed in the scope of services are not included in the scope of services.
- Additional exhibits or documents not specifically outlined herein are not included in the scope of services.
- Construction Staking Services are not included in the scope of services.
- New or Additional Boundary or Centerline Monuments are not included in the scope of services.
- Full Subsurface Utility Engineering (SUE) Services are not included in the scope of services.
- Environmental studies and permitting are not included in the scope of services.

If any of these items are required, they may be added for an additional fee.

III. DELIVERABLES

Task 4 – Traffic Signal Designs

One (1) PDF copy of the 30% and 60% design package
One (1) PDF copy of the 90% design package, including contract bid item list and quantities
One (1) PDF copy of the 100% Final PS&E package, contract bid item list and quantities

Task 6 - Record Drawings

One (1) PDF copy of each sheet of the record drawings
One (1) CADD file of the record drawings base map

**EXHIBIT B
COMPENSATION SCHEDULE**

I. COMPENSATION SCHEDULE

Task	Completion Schedule	Compensation Schedule
Notice-to-Proceed	February 1, 2026	
Task 1 – Project Management		\$ 5,000 each
Task 2 – Survey	April 13, 2026	\$13,500 each
Task 3 – SUE	TBD	\$ 4,000 each
Task 4 - Traffic Signal Design	November 30, 2026	\$46,000 each
Task 5 – Bidding and Construction Phase Services	TBD	\$ 5,500 each
Task 6 – Record Drawings	TBD	\$ 3,500 each
		(\$ 77,500 each)
Total Compensation for Three Intersections		\$232,500

II. COMPENSATION SUMMARY

Basic Services	Billing Method	Amount
Task 1 – Project Management	Lump Sum (percent complete)	\$ 5,000 each
Task 2 – Survey	Lump Sum (percent complete)	\$13,500 each
Task 3 – SUE	Time & Materials	\$ 4,000 each
Task 4 - Traffic Signal Design	Lump Sum (percent complete)	\$46,000 each
Task 5 – Bidding and Construction Phase Services	Time & Materials	\$ 5,500 each
Task 6 – Record Drawings	Lump Sum (percent complete)	\$ 3,500 each
		(\$ 77,500 each)
Total Basic Services for Three Intersections:		\$ 232,500

Special Services (NOT AUTHORIZED TO PROCEED)	Amount
N/A	\$0
Total Special Services:	\$0

Direct Expenses	Amount
None	\$0
Total Direct Expenses:	\$0

EXHIBIT C

INSURANCE REQUIREMENTS

Service provider 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 borne by the service provider. A certificate of insurance meeting all requirements and provisions outlined herein shall be provided to the Town prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. ISO Form Number GL 00 01 (or similar form) covering Commercial General Liability. "Occurrence" form only, "claims made" forms are 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.
4. Professional Liability, also known as Errors and Omissions coverage.

B. MINIMUM LIMITS OF INSURANCE

Service Provider shall maintain throughout contract limits not less than:

1. Commercial General Liability: \$500,000 per occurrence /\$1,000,000 in the aggregate for third party 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. Personal Injury
 - e. Broad Form Property Damage
2. Workers Compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 each accident, \$300,000 Disease- Policy Limit, and \$100,000 Disease- Each Employee.
3. Automobile Liability: \$500,000 Combined Single Limit. Limits can only be reduced if approved by the Town. Automobile liability shall apply to all owned, hired, and non-owned autos.
4. Professional Liability aka Errors and Omissions: \$500,000 per occurrence and in the aggregate.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retentions in excess of \$10,000 must be declared to and approved by the Town.

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 Town, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the provider, products and completed operations of the provider, premises owned, occupied or used by the provider. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.
- b. The provider's insurance coverage shall be primary insurance in respects to the Town, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the provider'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 Town, its officers, officials, employees, boards and commissions or volunteers.
- d. The provider's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the insured's limits of liability.

2. Workers Compensation and Employer's Liability Coverage:

The insurer shall agree to waive all rights of subrogation against the Town, its officers, officials, employees and volunteers for losses arising from work performed by the provider for the Town.

3. All Coverages:

Each insurance policy required by this clause 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 30 days written notice to the Town for all occurrences, except 10 days written notice to the Town for non-payment.

4. Professional Liability and / or Errors and Omissions:

"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 Town.

E. ACCEPTABILITY OF INSURERS

The Town prefers that Insurance be placed with insurers with an A.M. Best's rating of no less than **A- VI**, or better.

F. VERIFICATION OF COVERAGE

Service Provider shall provide the Town with certificates of insurance indicating the coverages required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of insurance similar to the ACORD Form are acceptable. Town will not accept Memorandums of Insurance or Binders as proof of insurance. The Town reserves the right to require complete, certified copies of all required insurance policies at any time.

Certificate holder to be listed as follows:

Town of Prosper
P.O. Box 307
Prosper, TX 75078

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND
STANTEC CONSULTING SERVICES INC. FOR
FOR THE DESIGN OF THREE (3) TRAFFIC SIGNALS**

PAGE 14 OF 15

EXHIBIT E CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		OFFICE USE ONLY <div style="border: 1px solid black; height: 100px; width: 100%;"></div>
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> <p style="text-align: center; font-size: 1.2em;">Stantec Consulting Services Inc.</p>		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center; font-size: 1.2em;">N/A</p> <p style="text-align: center; font-size: 0.8em;">Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="text-align: center; font-size: 1.2em; margin-top: 20px;">N/A</p> <div style="margin-top: 20px;"> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </p> </div>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p> <p style="text-align: center; font-size: 1.2em; margin-top: 20px;">N/A</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;"> Signature of vendor doing business with the governmental entity </div> <div style="text-align: center;"> <div style="border-bottom: 1px solid black; width: 100px; margin: 0 auto;">12/31/2025</div> Date </div> </div>		