

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND GARVER, LLC
FOR THE COLEMAN STREET RECONSTRUCTION AND WIDENING PROJECT
PRJ # 2411-ST COLEMAN STREET - FIRST STREET TO GORGEOUS ROAD**

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 **Garver, LLC**, 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."

WITNESSETH:

WHEREAS, Town desires to obtain professional engineering services in connection with the **COLEMAN STREET - FIRST STREET TO GORGEOUS ROAD Project (PRJ # 2411-ST)**, 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 **Six Hundred Sixty Thousand Dollars and Zero Cents (\$660,000.00)** 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:

Garver, LLC
R. Jake Bennett, P.E., CFM, Project Manager
3000 Internet Blvd, Suite 400
Frisco, TX 75034
RJBennett@GarverUSA.com

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. **IRAN, SUDAN AND FOREIGN TERRORIST ORGANIZATIONS.** If § 2252.153 of the Texas Government Code is applicable to this Contract, by signing below Contractor does hereby represent, verify and warrant that (i) it does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under § 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a "foreign terrorist organization" as defined in § 2252.151 of the Texas Government Code.

21. **PROHIBITION ON CONTRACTS WITH CERTAIN COMPANIES PROVISION.** In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that Contractor is not on a list maintained by the State Comptroller's Office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

22. **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____.

GARVER, LLC



By: _____
Signature

Wendy G. Travis
Printed Name

Vice President
Title

6/5/2024
Date

TOWN OF PROSPER, TEXAS

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 GARVER, LLC
FOR THE COLEMAN STREET RECONSTRUCTION AND WIDENING PROJECT
PRJ # 2411-ST COLEMAN STREET - FIRST STREET TO GORGEOUS ROAD**

I. PROJECT DESCRIPTION – PRJ # 2411-ST

The project involves improvements for reconstructing and widening approximately 2,500 linear feet of existing two-lane asphalt roadway from the north leg of the proposed roundabout at Coleman and First Street (PRJ 1512-ST) to the south of the proposed intersection of Coleman and Prairie Vista Drive/Gorgeous Road (PRJ 2141-ST). The new pavement section will be a two-lane concrete divided roadway, Section G from the Town's Thoroughfare Master Plan. The project shall include the construction of on-street parallel parking per the typical section (See Attachment A). The project includes roadway and drainage design, water and sanitary sewer design, standard median landscape design/irrigation, pavement markings and signage, erosion control, traffic control / phasing, subsurface utility engineering (SUE), and Geotechnical investigation.

Anticipated median openings with left turn deceleration lanes in both the northbound and southbound directions at the flowing locations: (See Note A below)

- a. TBD with Town Staff [Note the two intersections at 6th and 7th streets do not line up and will create wider median openings at these locations]

Anticipated right turn deceleration at the following locations: (See Note A below)

- a. TBD with Town Staff

Proposed Sidewalk locations: (See Note A below)

- a. TBD with Town Staff

Proposed Parallel Parking locations: (See Note A below)

- a. TBD with Town Staff [Need to discuss the fact there is not enough room to install handicap parking. There must be 5.5' clear measured to face-of-curb for handicap loading zones]

Note A: A preliminary planning rollplot (back of curbs, sidewalks, driveways and Proposed rights of way on top of aerial imagery) will be prepared and submitted to the Town for review and approval of the items mentioned above. These approved elements will be prepared in the 60% design submittal.

Drainage Notes:

- a. The general drainage pattern in this area is water drains from the east to the west.
- b. Garver will review as-builts drainage plans (east of the project ROW) for conformance with current Town design criteria.
- c. If the as-builts design meets the current design criteria, discharges from the as-built plans will be utilized. If the as-builts do not meet current criteria, the proposed storm drain design will show revised discharges for the areas flowing toward the Coleman ROW.
- d. At the outfall located south of the Prosper Montessori Academy, Garver shall provide a design that shall not increase the discharge in the ultimate condition from its current (existing condition). Garver shall coordinate a proposed additional outfall solution to the Town if there is a need.

II. TASK SUMMARY

Task 1 – Roadway, Drainage, Water & Sewer Design.

A. PRELIMINARY DESIGN (60%)

1. Plot existing topographic features on (11" x 17") plan and profile sheets (1"=40' horizontal and 1"=5' vertical).
2. Prepare plan and profile drawings for Coleman Street showing proposed through outside lane top of curbs and existing ground at the existing ROW or proposed ROW where additional ROW is needed.
3. Cover sheet and general notes. Town standard general notes will be provided, no modifications shall be included in this scope.
4. Provide typical roadway sections.
5. Provide horizontal and vertical control within project design area tied to Town of Prosper Benchmarks.
6. Prepare Removal Plans.
7. Prepare Plans for HAWK Signal at the Coleman St/Broadway intersection (E-W direction only)
 - Garver will develop traffic signalization plans for a proposed HAWK signal along Coleman Street at Broadway Street intersection. Design will include plan layout, elevation sheets, signalization details, summary of quantities, and opinion of probable construction cost.
8. Prepare Preliminary Layouts for Street Illumination and Pedestrian Illumination along Coleman Street within the project limits.
 - Provide street lighting exhibits detailing future locations of pedestrian and roadway lighting based on standardized spacings for coordination and verification. Designing lighting infrastructure, including pullboxes and conduit, for future roadway and pedestrian lighting. Coordination with utility to determine recommended service point locations. Photometric analysis, electrical system distribution design, voltage drop calculations, and structural foundation design will not be provided.
9. Drainage Area Map for roadway storm sewer.
10. Drainage Area Map for offsite drainage.
11. Storm drainage design under roadway within ROW.
12. Prepare Storm Drain Plan & Profiles.
13. Prepare Culvert Plan & Profiles.
14. Prepare Hydrologic and Hydraulic tables associated with proposed storm drain.
15. Provide water line plan sheets (11" x 17" - 1"=40' H); or (22" x 34" - 1"=20' H).
16. Provide sanitary sewer line plan and profile sheets (11" x 17" - 1"=40' H / 1"=10' V); or (22" x 34" - 1"=20' H / 1"=5' V).
17. Cross Sections @ 50' maximum intervals and at intersections and driveways.
18. Prepare median landscape plan sheets and coordinate landscape design with irrigation design tasks. Plan sheets will include plant labels and other relevant material callouts, and a plant schedule depicting plant quantities shown on that sheet.
19. Prepare a general planting notes sheet that includes the Town's and Garver's general planting notes.
20. Prepare a plant summary sheet indicating total quantities for plant materials, by type, in the project corridor. If space permits, this plant schedule may be located on the General Notes sheet.
21. Prepare planting detail sheets(s) using standard planting details from the Town (if any) and Garver which depict proper installation of plant materials specified, by type (deciduous tree, evergreen tree, shrub, ornamental grasses, etc.)
22. Prepare detail sheet(s) for ancillary landscape elements such as mow strips, edging, rock mulch, etc.

23. Submit two sets of preliminary construction plans (11" x 17") and one PDF at 60% for Town staff review and comments. Also provide OPCC with 60% submittal.
24. Submit preliminary ROW / Easement parcel legal and exhibit documents if needed based upon 60% design. The Town is expected to pay 100% of the cost per each of these preliminary documents since time and effort will be required to develop them, even if they do not go to a final sign document. We are scoping 10 ROW and 10 easement documents.
25. Conduct Quality Assurance Review of design.
26. Prepare and submit invoices with reports indicating work progress and any design issues that may arise.
27. Maintain contact with the Town personnel during the project design.

B. PRELIMINARY DESIGN (90%)

1. Address 60% review comments
2. Add Quantity sheet(s)
3. Erosion Control Plan (The Stormwater Pollution Prevention Plan, NOI & NOT will be prepared by the Contractor and reviewed by the Town.)
4. Signing and pavement markings
5. Traffic Control plans (Full phasing, typical sections, and narrative)
6. Town Standard Details and TxDOT Details
7. Conduct Quality Assurance Review of design
8. Prepare opinion of probable cost.
9. Submit two sets of preliminary construction plans (11" x 17") and PDF at 90% for Town staff review and comments.

C. FINAL DESIGN (100%)

1. Address 90% review comments
2. Pre-Final Submittal for approval prior to sign and seal.
3. Provide signed and sealed plans and items for the bid book. Items include excel files of bid items quantities along with any project specific details and/or specifications that are not included in the NCTCOG specifications or TxDOT specifications. The Town will generate the Bid Book.
4. Submit two sets of final plans (11" x 17") and PDF along with OPCC.

Task 2 – Topographic & Boundary Survey.

- A. General scope of services and assumptions for topographic survey of Coleman Street within the project limits stated in section 1 of this document:
 1. Approximately 2,500' of Coleman Street beginning from the north leg of the proposed roundabout at Coleman and First Street (PRJ 1512-ST).
 2. Proposed ROW width is 84 feet. Survey limits will extend approximately 20 feet beyond the proposed or existing ROW unless a fence is present.
 3. The survey limits include surveying cross streets on the east and west side of Coleman Street 100 linear feet from the existing radius return.
 4. Channel south of the Montessori school will be surveyed 200 linear feet east and west of the existing ROW.
- B. A standard topographic survey will be performed within project limits.
- C. Surveyor will make a reasonable effort to request Texas811 to completely mark underground utilities within the new topographic survey limits. Garver does not accept responsibility for unresponsiveness by Texas811

or locating utilities not marked by Texas811. Garver will notify the Town of any non-responsive ticket requests.

- D. Surveyor will execute a ROW permit for the Town of Prosper to provide locate services on Town utility facilities within the project corridor.
- E. Surveyor will attempt to open any manhole covers that are functioning properly. Assistance may be required from the Town. Surveyor will contact the Town for this assistance. Flowlines will be surveyed if manhole lids can be opened.
- F. Top nut of the water valves will be surveyed within the project limits.
- G. Rectangular utility vaults, hand holes, etc will have at least 3 corners surveyed to determine size. Owners will be listed if available.
- H. Circular objects (drilled shafts, manholes, etc) will have the diameter measure and provided.
- I. Survey control will be set at each end of the project and at 500-foot intervals and outside the proposed construction area where possible and tied to Town of Prosper benchmarks.
- J. Survey control or ROW monuments other than iron rods or 'x' cuts in existing concrete will be provided as an additional service.
- K. Resetting disturbed control points for construction shall be an additional service.
- L. Obtain and review all pertinent plats and deeds, locate available boundary monuments in the field, plot deeds and plats, and set down the property boundaries and ROW in CAD.
- M. Proposed ROW and easement parcel exhibits and legal descriptions will be provided as needed. (Assumes 10 ROW documents max and 10 easement documents max)
- N. Title surveys for each parcel shall be provided by the Town if existing easements on unplatted properties must be located.

Task 3 – Subsurface Utility Engineering Services.

- A. Provide Level B SUE if the Town of Prosper agrees that it is needed. This item will only be used if the Town of Prosper agrees that the Texas811 locates didn't appear to get enough locates for construction. (Special Services)(This a "Not to Exceed Fee" item)
- B. Provide Level A SUE at three (3) locations for the existing water line and/or existing sanitary sewer (assumes 8'-12' deep). SUE field services, other than surveying, will be provided by a subcontractor to the surveyor.

Task 4 - Geotechnical Services.

- A. Provide up to six (6) geotechnical boring samples (assumes 15 feet deep) within the project limits, located within the existing or proposed roadbed.
- B. The borings will be drilled and tested according to TxDOT requirements.
- C. Representative soil samples will be obtained by means of the split-barrel samplers in accordance with ASTM specifications D-1587 and D-1586, respectively.
- D. Groundwater levels will be measured during drilling and at the completion of each boring.
- E. Drilling equipment will be by truck-mounted drill rig with continuous flight augers.
- F. Geotechnical consultant will contact Texas811, the local "one call" service and Town of Prosper to confirm that the boring locations are not likely to be in conflict with underground public utilities. Garver will not be responsible for utility repairs where utilities were not correctly marked by public or private agencies.
- G. Geotechnical consultant will execute a ROW permit for the Town of Prosper to provide locate services on Town utility facilities within the project corridor.
- H. Upon completion of subsurface exploration drilling, each excavation will be backfilled with the excavated soil and the pavement patched (if within existing paving limits). Some disturbance to off-pavement/gravel covered surface areas may occur. Attempts to minimize such disturbance will be made.

- I. Laboratory testing of representative soil samples will be performed to determine physical and engineering properties of the soil. The laboratory testing may include moisture content, Atterberg limits, gradation, unconfined compression tests, soluble sulfate and CUPP Triaxial tests.
- J. The results of the field and laboratory data will be evaluated to develop geotechnical recommendations and prepare an engineering report. The report will include the following items:
 1. Observations from site reconnaissance including current site conditions, surface drainage features, and surface topographic conditions.
 2. A review of the published soil and geologic conditions and their relevance to this planned roadway construction.
 3. A subsurface characterization and a description of the field exploration and laboratory tests performed. Groundwater concerns relative to the planned construction, if any, will be summarized.
 4. Final logs of the soil borings and records of the field exploration in accordance with the standard practice of geotechnical engineers, and the results of the laboratory tests will be noted on the final boring logs or included on a separate test report sheet.
 5. Soil parameters for use in the underground drainage design based on the soil borings.
 6. Determination of adequacy for the Town of Prosper's paving recommendation for the Eagle Ford Formation. Provide additional paving recommendations if necessary.a

Task 5 – Bid Phase Services

- A. Provide Plans & Specifications to Town for Bidding (PDF & 2 Paper Copies 11x17)
- B. Attend Pre-Bid Meeting
- C. Addendums and Inquiries
- D. Prepare conformed Construction Plans (Front End Documents and Contract [i.e. Bid Book] to be provided by the Town)
- E. Provide CAD files to the Town's GIS department.
- F. Bid Tabulation to be completed by the Town
- G. Provide TDLR Review, filing, and permitting/filing fees

Task 6 – Construction Administration

- A. Attend Pre-Con Meeting
- B. Construction Site Visits – 2 visits
- C. Review of Contractor Submittals
- D. Coordination with the Town during construction for design changes for unforeseen field conditions

Task 7 – Record Drawings

- A. Incorporate Contractor's as-built markups
- B. Provide one PDF copy of each sheet of the record drawings, 1 complete PDF copy, and AutoCAD files.

ADDITIONAL SERVICES NOT INCLUDED IN TASK 1 THROUGH TASK 7 LISTED ABOVE:

- A. Street Illumination (Preliminary will be provided as mentioned above; full design for construction plans will be considered additional services)(Plans will include conduit and pull boxes for future installation)
- B. Traffic Signals; modify existing or propose new traffic signals; rewiring of existing signals; etc (HAWK signal plans are included in fee as indicated above)
- C. Bid Tabulation (Town compiles Bid Tabs; Garver may be requested to provide bid analysis which is included in the fee)
- D. Coordination or any design on Railroad ROW

- E. CLOMR, LOMR, and any other FEMA coordination
- F. Franchise Utility coordination or conflicts; drawing in proposed new locations into CADD design plans.
- G. Detention Design
- H. Any wetland and stream permitting including any mitigation planning.
- I. Additional survey due to development that occurs after initial topographic survey has been completed.
- J. Design plan changes due to development that occurs after 60% plans have been completed.
- K. Design or standard drawing changes that occurs after 60% plans have been completed.
- L. Title surveys for each parcel shall be provided by the client if existing easements on unplatted properties must be located.
- M. Locating utilities not marked by Texas811 in areas of new survey under this scope.
- N. Drawing in existing franchise utility locations, other than provided by the Surveyor as marked by Texas811 for new survey under this scope.
- O. Opening Town manholes that are bolted shut
- P. Trench excavation safety plan.
- Q. Gabion Design
- R. Material testing and sampling of existing structural elements
- S. Preparing retaining or sound wall details.
- T. Agency and utility coordination (e.g. BNSF, TxDOT, USACE, etc.).
- U. On-site meetings or other meetings other than those listed above.
- V. Site visits by geotechnical consultant other than initial site visit to confirm utility and proposed boring locations.
- W. Public Meetings
- X. Deed Research
- Y. Environmental investigation
- Z. Title searches, boundary surveys, or property surveys
- AA. Services in connection with condemnation hearings
- BB. Custom Pedestrian or Custom Traffic Rail Details.
- CC. Letter of Recommendation for Construction Contract

III. DELIVERABLES

Task 1 – Roadway, Drainage, Water & Sewer Design.	Prepare 6 – 11 x 17 paper set of plans along with a PDF copies Provide an OPCC with all % submittals
Task 2 – Topographic survey	Provide survey CADD files; up to 10 ROW and 10 Easement documents (originals)
Task 3 – Subsurface Utility Engineering Services	Provide Level B SUE services throughout the project corridor upon the Town’s agreement; limited Level “A” SUE for existing waterline depth determination.
Task 4 – Geotechnical Services	PDF final geotechnical report
Task 5 – Bid Phase Services	Prepare 11x17 PDF set of Plans for Bidding and any other items such as excel files of bid items & quantities along with any project specific detail/specifications. The Town will generate the Bid Book PDF Conformed Construction Plans
Task 6 – Construction Administration	Attend meeting, review submittals, modify plans for unforeseen field conditions
Task 7 - Record Drawings	One (1) PDF copy of each sheet of the record drawings & CAD files

**EXHIBIT B
COMPENSATION SCHEDULE**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND GARVER, LLC
FOR THE COLEMAN STREET RECONSTRUCTION AND WIDENING PROJECT
PRJ # 2411-ST COLEMAN STREET - FIRST STREET TO GORGEOUS ROAD**

I. COMPENSATION SCHEDULE

Task	Completion Schedule (End of Month)	Compensation Schedule
Notice-to-Proceed (Assumes August 1, 2024)	8/2024	
Task 1 - Roadway, Drainage, Water & Sewer Design Preliminary Design 60%	4/2025	\$281,152.00
Town Review (6 Weeks)	6/2025	
Task 1 - Roadway, Drainage, Water & Sewer Design Preliminary Design 90%	12/2025 (incl. Thanksgiving & Christmas)	\$147,241.00
Town Review (6 Weeks)	2/2025	
Task 1 - Roadway, Drainage, Water & Sewer Design Final Design	6/2026	\$62,754.00
Town Review (4 Weeks)	7/2026	
Task 2 – Topographic & Boundary Survey	10/2024	\$73,340.00
Prepare ROW Documents (incl. ESMT if applicable) (10 @ \$2,200/ea)	10/2025	\$22,000.00
Additional Easement Docs. (Est 10 Esm't at \$1,200 each)	10/2025	\$12,000.00
Set Property Corners (Est 10 parcels at \$330 each)	10/2025	\$5,000.00
Task 3 - Level B SUE (if needed)	8/2025	\$5,000.00
Task 3 - Level A SUE (Apprx. 3 locates) (exist Utils to remain)	8/2025	\$4,455.00
Task 4 – Geotechnical Services	12/2024 (incl. Thanksgiving & Christmas)	\$28,060.00
Complete ROW/ESMT Acquisition	4/2026	
Complete Franchise Utility Relocations	10/2026	
Task 5 – Bid Phase Services	11/2026	\$6,393.00
Task 6 – Construction Administration	1.25 years (est. duration)	\$9,409.00
Task 7 – Record Drawings	2 weeks after contractor redlines	\$3,196.00
Total Compensation		\$660,000.00

II. COMPENSATION SUMMARY

Basic Services (Lump Sum)	Amount
Task 1 – Preliminary Design 60%	\$281,152.00
Task 1 – Preliminary Design 90%	\$147,241.00
Task 1 – Final Design	\$62,754.00
Task 2 – Topographic Survey	\$73,340.00
Task 4 - Geotechnical Services	\$28,060.00
Task 5 – Bidding Phase Services	\$6,393.00
Task 7 – Record Drawings	\$3,196.00
Total Basic Services:	\$602,136.00

Special Services	Amount
Task 2 – Prepare ROW Documents (incl. ESMT if applicable) (10 @ \$2,200/ea)	\$22,000.00
Task 2 – Additional ESMT add to Parent Tract (10 @ \$1,200/ea)	\$12,000.00
Task 2 – Set Property Corners (10 @ \$500/ea)	\$5,000.00
Task 3 – Level B SUE (Lump Sum – if needed)	\$5,000.00
Task 3 – Level A SUE (8'-12' Deep)(3 @ \$1,485/ea)	\$4,455.00
Task 6 – Construction Phase Services (Hourly NTE)	\$9,409.00
Total Special Services:	\$57,864.00

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

**EXHIBIT E
CONFLICT OF INTEREST QUESTIONNAIRE**

<p align="center">CONFLICT OF INTEREST QUESTIONNAIRE</p> <p align="center">For vendor doing business with local governmental entity</p>	<p align="center">FORM CIQ</p>
<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>	<p align="center">OFFICE USE ONLY</p> <p>Date Received</p>
<p>1 Name of vendor who has a business relationship with local governmental entity.</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 align="center">N/A</p> <p align="center">_____ 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>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 align="center"><input type="checkbox"/> Yes <input 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 align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<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>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> <p align="center"><i>Wendy Travis</i></p> <p align="center">_____ Signature of vendor doing business with the governmental entity</p>	<p align="center">6/5/2024</p> <p align="center">_____ Date</p>

SECTION G

PRAIRIE VISTA THROUGH FIRST

Appendix A

