

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
BETWEEN THE TOWN OF PROSPER, TEXAS, AND CP&Y, INC. DBA STV INFRASTRUCTURE  
FOR THE TEEL PARKWAY [FIRST - FREEMAN] PROJECT (PRJ# 2415-ST)**

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 **CP&Y, Inc. dba STV Infrastructure**, 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 Teel Parkway (First - Freeman) (**2415-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 Eight Hundred Six Thousand Seven Hundred-Forty and 30/100 Dollars (\$806,740.30) 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:

**CP&Y, Inc. dba STV Infrastructure**  
Michael Chisholm, Project Manager  
Genesis Court, Suite 200  
Frisco, Texas 75011  
[michael.chisholm@stvinc.com](mailto:michael.chisholm@stvinc.com)

**Town of Prosper**  
Mario Canizares, Town Manager  
PO Box 307  
Prosper, TX 75078  
[mcanizares@prospertx.gov](mailto: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\_\_\_\_.

By:   
Signature  
  
Robin R. Handel  
Printed Name  
  
Senior Vice President  
Title  
  
8/22/2024  
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 CP&Y, INC. DBA STV INFRASTRUCTURE  
FOR THE TEEL PARKWAY [FIRST - FREEMAN] PROJECT (PRJ# 2415-ST)**

**I. PROJECT DESCRIPTION**

The Town proposes to make infrastructure improvements to Teel Parkway from First Street to Freeman Way. This project consists of the design of approximately 3,200 linear feet of two southbound lanes on the west side of an ultimately six-lane divided roadway. The design improvements generally include paving, retaining wall, drainage, approximately 310 linear foot bridge (3 lanes with sidewalk) over Doe Branch Tributary, pavement markings, signage, erosion control, conduit for illumination, and median landscaping & irrigation.

The project generally includes hydrologic & hydraulic analysis, retaining wall design, LOMAR (If needed), geotechnical investigation, level 'A' and 'B' SUE (if needed), bid phase services, construction phase services (If needed), and record drawings.

**II. TASK SUMMARY**

**Task 1 – Survey**

- A. Data collection and Property Research
  - 1. Gather existing plat information.
  - 2. Collect property owner and record information.
  - 3. Gather existing ROW and easement information. Identify easements available through typical research methodologies. Undocumented easements may not be identified. Title research may be performed as an additional service and fee only upon written Town authorization.
  - 4. Coordinate with Town and Texas 811 to locate and mark existing franchise and public utilities prior to performing the field survey. STV will not provide or research franchise and public utility maps.
- B. Design Survey
  - 1. The survey limits include the following:
    - a. Teel Parkway full 120-foot ROW of the alignment from approximately 100 feet east First Street and continuing north approximately 3,400 feet to 75 feet beyond Governors Island Way.
    - b. Limits will include surveying 50-foot beyond the ROW on all intersecting streets and driveways.
    - c. Additional survey of trails and streams between Pepper Grass Ln & Commons Way to the north of ROW approximately 100 feet
- C. Establish a vertical benchmark circuit as needed throughout the project. Town to provide established monument information for the area. Vertical control benchmarks will be established for use during construction.
- D. Establish horizontal control points, which will be based on NAD-83. Locate pertinent objects and above ground features within the survey limits, typically including:
  - 1. Roadway pavement and driveways (including pavement types).
  - 2. Drainage structures (i.e., culverts, ditches, inlets, manholes, and outfalls)
  - 3. Trees 6" caliper and larger
  - 4. Utilities (Texas 811 marking, signs or markers showing the presence of underground utilities, valves, manholes, flowlines, meters, backflow preventers, vents, poles, and guy wires.)
  - 5. Fences (including material type) and gates.

6. Sidewalks
7. Signs (roadway and private)
8. Right-of-Way monumentation
9. Creek bank elevations
10. Creek flowline
11. Bridge detail (abutments, columns, deck, low chord)
12. Cross sections of creek at bridge (1 cross section at each face of existing bridge, 1 cross section at each ROW line, and a cross section between the west ROW and west face of bridge.
13. Process survey data to create a plane view base map of existing features. Prepare final topographic drawing in digital format (including contours and breaklines) showing the features located in the field as well as the apparent ROW and property information, an ASCII coordinate file of the points in the field.
14. Project site visit to verify survey data.

### **Task 2 – Geotechnical Services**

Geotechnical Investigation. The CONSULTANT will provide a Geotechnical Engineer Report, no later than the preliminary design phase submittal, containing the following information:

- A. Exploration and Sampling – The CONSULTANT shall provide a subgrade investigation in accordance with Town design standards for Pavement and Subgrade Design Requirements and shall provide a geotechnical investigation in accordance with TxDOT requirements for bridge and MSE wall construction.
- B. Laboratory Testing – The CONSULTANT shall determine appropriate laboratory testing and soil properties in accordance with Town design standards and TxDOT standards.
- C. Pavement Design – The CONSULTANT shall provide a comprehensive pavement design report including summary of site investigations and recommendation of a pavement design based on the results of the above testing and in accordance with Town design standards, Pavement and Subgrade Design Requirements. The CONSULTANT shall include recommendations for subgrade stabilization and concrete thickness recommendations based upon design traffic volume provided by the Town.
- D. MSE Retaining Walls – The CONSULTANT shall provide recommendations for MSE retaining walls, including global stability, sliding, overturning, and bearing capacity analyses in accordance with TxDOT standards.
- E. Bridge Foundation – The CONSULTANT shall provide recommendations for the bridge foundation based on soil lab testing and boring exploration results in accordance with TxDOT standards.

### **Task 3 - Project Management and Coordination**

- 1.1 Client Meetings
- 1.2 Internal Team Meetings
- 1.3 Communication and Reporting
- 1.4 Kickoff Meeting
- 1.5 Design Submittal Review Meeting

### **Task 4: Construction Document Preparation**

#### **Preliminary Engineering (30% & 60%)**

#### **F. 30% DESIGN SUBMITTAL**

1. Data Collection
  - a. Consultant will rely on the Town to provide Town Design Criteria (paving, drainage, utilities, streetscape), Standard Details, Ordinances, record drawings, and Master Plan documents applicable to the project. Perform site visit(s) to obtain necessary information/confirm information obtained from other sources.

2. Roadway Design
  - a. Establish roadway centerline per Town record drawings of proposed Teel Parkway reconstruction. Anticipate alignment to match record drawings. No design iteration is anticipated for this Task.
  - b. Establish preliminary vertical alignments along proposed paving limits. Establish preliminary horizontal alignments for proposed drainage/storm (inlets and laterals only). Identify existing utility adjustments. Determine any conflicts and provide alternate design options if required.
3. Drainage Design
  - a. Delineate drainage areas and analyze the existing storm drain system. Based on storm analysis, provide preliminary sizing and calculations of all proposed inlets and laterals. Provide existing Main Line capacity and verify the existing system is adequately designed. Revise outfall location of both existing Line A and Line B to avoid conflicts with the proposed bridge. Provide all necessary preliminary calculations to Town. Improvements are not anticipated for the existing storm sewer under NB Teel Parkway, if they are necessary, an alternate design option will be discussed with the Town.
4. Retaining Wall Design
  - a. Initial Layouts
  - b. Calculate cost estimates.
5. Bridge Design
  - a. Establish Southbound bridge location and Typical Section, anticipated:
    - Three (3) 12-foot travel lanes, and one (1) 6-foot sidewalk (50-foot total width)
    - Proposed bridge structures are anticipated to be similar in structure type and aesthetic treatment to the existing Northbound bridge.
    - Evaluate up to one (1) option for each bridge layout to match existing Eastbound.
6. Opinion of Probable Construction Cost- Prepare estimated construction quantities and engineer's opinion of probable construction costs (OPCC) tabulated in Microsoft Excel format.
7. Conceptual Plan and Profile Exhibit
  - a. Prepare one (1) conceptual roadway plan and profile exhibit (roll plot format at appropriate scale as determined by the engineer). Items to be included:
    - Plan
      - Control Data
      - Existing right-of-way and easements
      - Existing survey data
      - Existing pavement
      - Existing driveway locations
      - Existing trees
      - Existing storm drain locations
      - Existing water line locations
      - Existing sanitary sewer line locations
      - Existing franchise utility locations (relying upon information provided by franchise utility owners and data collection)
      - Proposed centerline alignment and horizontal curve data
      - Proposed curb and paving limits
      - Proposed bridge
      - Proposed sidewalk
      - Proposed driveways
      - Proposed transition pavement tie-ins to existing pavement

- Proposed cross culverts and headwalls, if applicable
  - Proposed storm drainage system, if applicable
  - Proposed storm drain inlet locations
  - Proposed limits of construction
  - Proposed pavement marking
  - Proposed bridge layout
  - Profile
    - Existing ground profile at proposed top of curb and right-of-way lines
    - Proposed vertical alignment (top of curb)
    - Proposed bridge
    - Proposed Retaining wall
8. It is anticipated that Conceptual Plan and Profile Exhibit will only be used to support design discussion in design meeting with Town. It is assumed Exhibit will not be provided for official Town review and comment.
  9. 30% Design Submittal – Refer to III.DELIVERABLES

#### G. 60% DESIGN SUBMITTAL

1. General Plans - Prepare general plan sheets necessary including cover, general notes, sheet index, control sheet, project layout, and typical sections.
2. Removal Plans - Prepare plan sheets depicting any and all removals of existing public and private infrastructure specifying any necessary replacements and/or relocations.
3. Traffic Control - Prepare preliminary construction sequencing, traffic control and/or access plan for Town review.
4. Roadway Plan and Profile Drawings
  - a. Refine horizontal and vertical alignments along proposed paving limits and, drainage/storm (inlets and laterals only). Provide separate alignment data sheets. Determine any conflicts with private property including fences, driveways, sidewalks, landscaping, etc., and provide preliminary replacement or alternate design options if required. Present any potential alternatives, which alternatives which may provide cost savings to the TOWN.
  - b. Cross Sections - Develop cross sections for roadways and driveways (as needed) with existing & proposed ROW lines, drainage & slope easement lines, cross slopes, elevations, profile grade line, stations, ditch lines, retaining walls, etc. properly labeled. Submit roadway cross section sheets at 50' intervals and at critical locations (driveways, culverts, non-typical roadside features, etc.)
5. Drainage Design
  - a. Develop hydrology computations
  - b. Prepare Drainage Plan and Profiles
6. Retaining Wall Design – SEE SECTION TASK 4I for detailed scope.
7. Bridge Design – SEE SECTION TASK 4J for detailed scope.
  - a. Prepare one (1) Bridge layouts (plan sheets at appropriate scale as determined by the engineer).
  - b. Develop the Foundation plan, Bridge typical section, Traffic rail, and pedestrian rails.
  - c. List of additional sheets to be provided during Final Design
  - d. List of applicable TxDOT standards
  - e. Incorporate geotechnical recommendations into the 60% design submittal.
8. Signing & Pavement Marking – Prepare permanent signing and pavement marking plan in accordance with Town requirements and the Texas Manual on Uniform Traffic Control Devices (TMUTCD).



9. Opinion of Probable Construction Cost- Updated estimated construction quantities and engineer's opinion of probable construction costs (OPCC) tabulated in Microsoft Excel format. The Town may request additional justification for significant cost differences from previously provided OPCC's.
10. 60% Design Submittal – Refer to III.DELIVERABLES

### Final Engineering (90% & 100%)

#### H. 90% & 100% DESIGN SUBMITTAL

Incorporating comments from the Town, franchise utilities, and other interested parties, prepare final engineering plans and specifications with submittals at ninety percent (90%) and one-hundred percent (100%) completion. The final engineering design phase will include the following:

1. Previous Drawings – Revise and complete previously prepared drawings.
2. Traffic Control – Refine traffic control design and prepare final construction sequencing, traffic control and access plans.
3. Illumination Design (Conduit Only)
  - a. Town to provide future pole location.
  - b. Upon Town approval of illumination conduit location, design 2-inch conduit system using Town specifications.
  - c. Provide conduit layout, pull box locations, and applicable notes and details. Conduit will be shown on paving plans.
4. Landscape and Irrigation Design (Median only)
  - a. Coordinate with Town on proposed median landscaping and irrigation to meet Town standards.
  - b. Prepare planting plan sheets including trees, planting areas, and turf. Planting plans will show plant species, sizes, and location.
  - c. Prepare plan sheets for planting details and specifications, including canopy trees, ornamental trees, shrubs and groundcover, and turf.
    - Assumptions:
      - a. Tree locations will be coordinated with the Electrical Engineer in regards to lighting.
      - b. Landscape and irrigation plans will be provided for the median turfgrass, planting and trees only.
      - c. Tree protection and removal sheets for those trees within 50 feet of construction.
  - d. Prepare irrigation plans per Town standards for irrigation equipment. Irrigation plans will show head layout, pipe sizing, controller I valve locations.
    - Assumptions:
      - a. Sodding will occur on the west side of construction and will receive temporary irrigation and not permanent irrigation.
      - Irrigation will be provided for the median turfgrass, planting and trees only
    - e. Included tree protection and removal sheets for those trees within 50 feet of construction.
5. Erosion Control Design - Develop erosion control plans to comply with Town and any federal, state, or local requirements. Sheets will specify sediment control fence, inlet protection, rock check dams, sod, and seed locations.
6. Compile applicable TxDOT and Town standard details.
7. Opinion of Probable Construction Cost- Updated estimated construction quantities and engineer's opinion of probable construction costs (OPCC) tabulated in Microsoft Excel format. The Town may request additional justification for significant cost differences from previously provided OPCC's.

8. Project Manual - It is anticipated that the Town will compile the project manual. Consultant to provide the following:
    - a. Pay item listing
    - b. Quantities
    - c. Update the overall OPCC.
  9. Agency Permitting and Coordination (TDLR and TxDOT)
    - a. Prepare and submit Final Design plans to a Texas Department of Licensing and Regulation (TDLR) reviewer in accordance with the Elimination of Architectural Barriers Act. Consultant will review accessibility comments and make appropriate revisions to the plans. All coordination and fees with the TDLR application will be performed by Kimley-Horn.
    - b. Prepare and submit Final applicable permit set to Town for submission to TxDOT.
      - Town will submit permit sets to agencies and pay applicable fees
      - Engineer will respond to up to two (2) rounds of agency comments.
  10. 90% & 100% Design Submittal – Refer to III.DELIVERABLES
- I. Retaining Wall Design - Develop retaining wall designs for toe walls at each abutment. The Engineer shall submit the retaining wall layouts at the sixty (60%) for review and approval. If applicable, architectural standard drawings will be provided by the Town and shall be incorporated into design details by the Engineer.
1. Retaining wall types include:
    - a. Mechanically Stabilized Earth (MSE) Walls. Prepare the retaining wall layouts showing plan and profile. The Engineer is responsible for design of geometry and wall stability. The MSE wall vendor shall be responsible for the design of the wall including the panels, tie-backs, backfill, and related components. Incorporate a slope of 4:1 or flatter from the existing and finished ground line elevation to the face of the retaining wall.
  2. Provide layouts, elevations, quantity estimate, summary of quantities, typical cross sections and structural details of all retaining walls within the project.
- J. Bridge Design
1. This scope is limited to the design of one bridge structures, including approach slabs, foundations, substructure, superstructure and slope protection under the structures. Clear roadway width on the bridges will provide for up to 3 lanes plus shoulders. Bridges will be multi-span with maximum total length of 400 feet. Design shall incorporate sidewalk(s).
  2. The bridge design will accommodate light poles and electrical conduit using standard details Previous Drawings – Revise and complete previously prepared drawings.
  3. Provide aesthetic concrete pylon details which either a form liner or stone reveal.
  4. The bridge design will not accommodate support of utilities.
  5. The bridge design will be based on single-phase construction.
  6. The bridge shall be a typical span bridge with a concrete deck on a Texas I-Girder superstructure. A maximum of one preliminary layout shall be prepared for consideration by the Town.
  7. Once a bridge layout is approved, CONSULTANT shall perform final design of the selected alternative as follows:
    - a. Provide bridge foundation design. Perform final design of the preferred foundation type based on the geotechnical recommendations.
    - b. Provide substructure and superstructure detail design. Perform final, detailed design utilizing a conventional precast, prestressed concrete beam superstructure and conventional reinforced concrete bents with conventional substructure
    - c. Provide aesthetic concrete detail with form liner for railing only.

- d. Produce summary tables of all bridge structure quantities, bearing seat elevations and control elevations.
- e. General guidelines for Structural Design:
  - The bridge layout shall be in conformance with TxDOT's Bridge Design Manual and Bridge Detailing Manual. No detailed design work is to be performed until the TOWN has given the CONSULTANT written approval of the Preliminary Bridge Layout.
  - The bridge foundation design shall be in accordance with TxDOT's Geotechnical Manual and Bridge Design Manual.
  - Structural design shall be performed using the AASHTO LRFD Bridge Design Specifications, Ninth Edition, with all Interim Revisions
  - Bridge plans will reference standard TxDOT Specifications for materials and construction except where Town of Prosper design requirements override. Any special specifications required for the bridge design shall be prepared by CONSULTANT for review and approval.

### **Task 5: Hydraulics & Hydrology**

#### **A. Hydrologic and Hydraulic Modeling, and Design**

##### **1. Data Collection**

- a. Westwood will obtain the available hydrologic and hydraulic models and any previous flood studies related to Tributary 6 of Doe Branch located in the Town of Prosper. We will obtain publicly available LiDAR Point Cloud data for the site to supplement survey data provided by STV. We will visit the site to review existing conditions.

##### **2. Hydrologic Analysis**

- a. If the current effective hydrologic model for Tributary 6 to Doe Branch are not available, Westwood will prepare a new hydrologic analysis for the watershed containing the above referenced project. We will perform this analysis for existing, proposed, and fully developed watershed conditions as required by the Town and/or FEMA. The analysis will determine the 10-, 25-, 50-, 100-, and 500-year peak discharges for use in the hydraulic modeling.
- b. If the current effective hydrologic model for Tributary 6 to Doe Branch is available, but requires updates to reflect current conditions, Westwood will review and make updates to the model as necessary to reflect existing (pre-project) conditions at the time of the start of the project; proposed conditions to reflect any changes to the watershed caused by the project; and fully-developed watershed conditions per zoning & land use data published by the Town of Prosper and any other affected jurisdictions. The analysis will determine the 10-, 25-, 50-, 100-, and 500-year peak discharges for use in the hydraulic modeling.

##### **3. Bridge Hydraulic Analysis & Design**

- a. Westwood will perform a hydraulic analysis and hydraulic design for the proposed southbound Teel Parkway bridge crossing of Tributary 6 to Doe Branch. The modeling will be based on field survey information (provided by STV/others) supplemented with publicly available LiDAR data, and bridge geometry provided by STV. We will utilize the flows determined in the hydrologic analysis or previously determined by the effective FEMA model or Town model to define base flood elevations and floodplain inundation limits throughout the limits of the proposed project. Westwood will review channel and embankment grading and work with the civil & bridge designers to remediate any unacceptable increases in regulatory water surface elevations caused by the proposed design. The hydraulic model will be used to conduct a scour analysis to address erosion concerns.

4. Narrative Drainage Report
  - a. Westwood will prepare a narrative drainage report based on the drainage analysis referenced above. The report will document the procedures and findings of our analysis and will be submitted to the Town for approval prior to construction.
  - b. Included in this item:
    - Narrative drainage report.
    - Floodplain work maps.
    - Technical documentation.
    - Coordination with the Town.
  - c. Not included in this item:
    - Town review fees; and Supporting site civil plans.
5. Design Submittals -Bridge H&H Sheets
  - a. 30% (Conceptual Design) - Westwood will prepare construction plan sheets for inclusion in the 30% design plan set. Anticipated sheets consist of the following:
    - Drainage area map(s)
    - Hydraulic workmap & results tables
  - b. 60% (Preliminary Plans) - Westwood will address review comments and prepare and/or update construction plan sheets for inclusion in the 60% design plan set. Anticipated sheets consist of the following:
    - Drainage area map(s)
    - Hydrologic data sheet (parameter summary table & computation results tables)
    - Hydraulic workmap & results tables
    - HEC-RAS cross section plots
  - c. Final (90% & 100%) - Westwood will address review comments and prepare and/or update construction plan sheets for inclusion in the final (90% and 100%) design plan set. Anticipated sheets consist of the following:
    - Drainage area map(s)
    - Hydrologic data sheet (parameter summary table & computation results tables)
    - Hydraulic workmap & results tables
    - HEC-RAS cross section plots

**Task 6: Letter of Map Revision (may be provided as Additional Services) (\$50,000)**

- A. After construction is complete, Westwood will use as-built topographic survey of the modified portions of the floodplain to update the current effective FEMA models to reflect the development. Westwood will prepare and submit a LOMR application, including a narrative description, tables, figures, exhibits, and forms, to the Town of Prosper and FEMA for review. Westwood will also prepare property owner notification letters and/or publish newspaper public notices as may be required. Fees for mailing or publishing public notices will be reimbursed by the client.
- B. For LOMR submittals, FEMA requires the payment of a review fee prior to initiation of review. The review fee for this type of LOMR is currently \$8,000 if submitted online, which is the preferred method. If a hard copy submittal is desired or required that can be provided as an additional service. FEMA review fees are updated periodically, so the actual amount may be different at the time of submittal. A single check for the required amount, made payable to the "National Flood Insurance Program", respectively, shall be the responsibility of the TOWN but will be transmitted to FEMA by Westwood along with the LOMR request. Westwood will determine the necessary submittal method after coordinating with the floodplain administrator.
- C. Additional service fee does not include LOMR submittal fee to FEMA.

**Task 7 – SUE (may be provided as Additional Services) (\$32,112.50)**

- A. Upon Town Authorization, perform SUE (Subsurface Utility Engineering) Quality Level “A” and Level “B” to identify existing franchise utility locations along Teel Parkway by exposing specific utilities. Additional SUE will not be performed without written authorization by the Town.
1. Utilities to be designated include, gas, telecommunications, electric, traffic signals, storm, water, and sanitary sewer.
  2. QL “A” provides three-dimensional (x,y,z) information obtained through the application and interpretation of non-destructive vacuum excavation methods. This quality provides the most accurate horizontal location and vertical position of subsurface utilities.
  3. Up to six (5) test hole locations which will then be field surveyed have been budgeted for this task. We will not proceed with performance of services beyond the days budgeted, without written authorization by the Town.
  4. QL “B” provides two-dimensional (x,y) information obtained through the application and interpretation of non-destructive surface geophysical methods. This quality provides the horizontal position of subsurface utilities within approximately one foot.
    - a. Approximately four (2) days have been budgeted for this task. This may include area along Teel Parkway alignment between First Street to Freeman Way. We will not proceed with performance of services beyond the days budgeted, without written authorization by the Town.

**Task 8 – Environmental Services**

- A. The budgeted fee for this Task assumes Aquatic Resources Delineation, USACE Nationwide Permitting, and Archaeological Survey have been completed for proposed project improvements by Windsong Ranch Environmental Engineer (Integrated Environmental Solutions, LLC). The budgeted fee for this Task is based upon providing the below services as needed to support these original assumptions. The budgeted fee for this Task is based upon approximately 40 hours. Task will include:
1. Develop Project Memo to show project does not exceed original USACE approved Individual Permit
    - a. This task assumes proposed project impacts were included as a part of original Individual Permit for Windsong Ranch Residential development (USACE project number SWF-2016-00136). It is assumed formal USACE notification and authorization will not be required; however, it will be based upon review of project plans, construction details, and/or specifications and potential impacts to jurisdictional waters previously identified. Consultant will document this information specific to the project.
  2. Perform Additional Aquatic Resources Delineation (may be provided as Additional Service)
  3. Develop USACE Nationwide Permit Non-Notifying Memo (may be provided as Additional Service)
  4. Perform Desktop Cultural Resources Review (may be provided as Additional Service)
  5. Perform Archaeological Survey (may be provided as Additional Service)

**A. BID & CONSTRUCTION ADMINISTRATION**

**Task 9 – Bid Phase Services**

- A. Provide Plans & Specifications to the Town for Bidding (PDF & 2 paper copies 11x17)
- B. Attend Pre-Bid Meeting
- C. Addendum and Inquires
- D. Provide CAD files

- E. To be provided by the Town:
  - 1. Bid Book
  - 2. Bid Tabulation

**Task 10 – Construction Administration – (may be provided as Additional Services) (\$18,571.20)**

Although day to day operation and oversight of the construction phase will be managed by the TOWN, the CONSULTANT will assist the Town during the construction phase of the project as follows:

- A. Pre-Construction Conference – Meet with the TOWN, the contractor, and other interested parties to discuss the construction of the Project, including Project requirements, communication procedures, Project scheduling, personnel, laboratory testing requirements, field inspection, construction staking, pay requests, and other pertinent matters that may impact the Project.
- B. Construction Observation – NOT PROVIDED IN STV SCOPE & FEE
- C. Shop Drawings, Samples, and Materials – Review and approve or take other appropriate action in respect to shop drawings required for the Project to ensure they are in conformance with plans, specifications, and Town requirements. Each shop drawing shall be limited to two (2) resubmittal reviews. Evaluate and determine the acceptability of substitute or “or-equal” materials and equipment proposed by the contractor in accordance with the contract documents, but subject to the provisions of applicable standards of state or local government entities.
- D. Clarifications and Interpretations – When requested, review laboratory testing reports, requests for information (RFI), field change requests, and change orders and provide comments and/or responses to TOWN. Provide written responses to RFI’s or clarification to TOWN or contractor. Provide and maintain an accurate Change Order Log, Submittal Log and RFI Log throughout the duration of the Project and make such logs available to the TOWN upon request. If requested by the TOWN, render written decision on all claims of TOWN and contractor relating to the acceptability of contractor’s work or the interpretation of the requirements of the contract documents pertaining to the progress of the contractor’s work.
- E. Change Orders – Recommend Change Orders to TOWN or review and make recommendations related to Change Orders provided at the request of the contractor.
- F. Final Walk-Through – NOT PROVIDED IN STV SCOPE & FEE
- G. CONSULTANT shall perform its services in accordance with such Project schedule as is specified in the Contract, but in any event as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project in the case of delays caused by the TOWN’s review of documents submitted under this Contract.

**Task 11 – Record Drawings**

- A. Consultant will prepare construction Record Documents based on the information received from the Contractor.
- B. The budgeted fee for this Task is based upon approximately 20 hours. We will not proceed with performance of services beyond the hours budgeted, without written authorization by the Town.
- C. Record Documents submittal, refer to III. DELIVERABLES

## **B. Exclusions**

1. Right of Way / Easement Documents
2. Environmental Investigation except what proposed in SECTION TASK 8.
3. Traffic Engineering reports or studies
4. Design of Trench safety
5. Consulting services by others not included in proposal;
6. Alternate additions not included in the original scope;
7. Improvements outside the Project limits and existing ROW, Include adjacent HOA trail and culverts.
8. Alternate additions not included in the original scope or additional scope of services;
9. Items listed as TOWN responsibilities on Exhibit "C" which is attached hereto and incorporated herein by reference and made a part hereof as if repeated verbatim;
10. Irrigation pumping plant, rain water collection or re-use systems;
11. Native American tribal coordination;
12. Archaeological artifact curation;
13. Hazardous Waste
14. Private property improvement concepts or final designs;
15. Sanitary sewer lines construction or replacement;
16. Special traffic signal design is not included;
17. FEMA submittals or coordination, including a CLOMR or LOMR;
18. Utility conflict: Project notification letters to all affected utilities and coordination with utility companies / scheduling meetings;
19. SUE / Geotechnical — Assumed Sub consultant not responsible for Traffic Control;
20. Illumination Design & illumination foundations;
21. Tree removal permit;
22. Right of Entry Letters;
23. Sanitary Sewer and Water line replacement;

24. Public Meetings or Public Outreach;
25. Streetscape/Hardscape design;
26. Landscaping modifications beyond the median nose, including adjacent HOA;
27. Retaining Walls other than what is proposed in SECTION TASK 4I;
28. Rendered (colored) landscape plan (other than schematic sketches) including 3D sketch-up, photoshop perspectives, and 3D modeling for roadway or bridges;
29. Engineering Design Rational, Project Manual;
30. Quality control and testing services during construction;
31. Construction Inspection and Final walk through.
32. Construction Administration
33. SUE



### III. DELIVERABLES

Task 1 - Surveying

- Digital Topographic Drawing

Task 2 – Geotechnical Investigation

- One (1) Copy of Geotechnical Report

Task 4 – Conceptual Design

#### 30% Design

- Conceptual Design Exhibit (up to 1 upon request)
- Half Size Preliminary Retaining Wall Layouts
- Half Size Preliminary Bridge Layouts
- 30% Opinion of Probable Construction Cost
- PDF version of 30% Deliverable

#### 60% Design

- Half Size 60% Plan sets (up to 1 upon request)
- 60% Opinion of Probable Construction Cost
- PDF version of 60% Deliverable

#### 90% Design

- Half Size 90% Plan sets (up to 1 upon request)
- PDF version of 90% Deliverable
- Half Size 90% Plan sets (up to 1 upon request)

#### 100% Final Design

- 1000% Opinion of Probable Construction Cost
- PDF version of 1000% Deliverable
- Half Size 100% Plan sets (up to 1 upon request)

Task 5 - Hydraulics & Hydrology

#### 30% Design

- Drainage area map(s)
- Hydraulic workmap & results tables

#### 60% Design

- Drainage area map(s)
- Hydrologic data sheet (parameter summary table & computation results tables)
- Hydraulic workmap & results tables
- HEC-RAS cross section plots

#### 90% & 100% Design

- Drainage area map(s)
- Hydrologic data sheet (parameter summary table & computation results tables)
- Hydraulic workmap & results tables
- HEC-RAS cross section plots

#### Narrative Drainage Report

- Included:
  - Narrative drainage report.
  - Floodplain work maps.
  - Technical documentation.

- Coordination with the Town.
- Not included in this item:
  - Town review fees; and Supporting site civil plans.

Task 8 – Environmental Services

- Environmental Technical Memo

Task 11 – Construction Administration

- TBD (Additional Services -\$18,571.20)
- Pay item listing
- Half-size and full-size of final (signed and sealed) Conformed plan sets (up to 1 each upon request)

Task 12 – Record Drawings

- One (1) DWG of the record drawings base map in accordance with Town standard
- One (1) PDF copy of each sheet of the record drawings

**EXHIBIT B  
COMPENSATION SCHEDULE**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
BETWEEN THE TOWN OF PROSPER, TEXAS, AND CP&Y, INC. DBA STV INFRASTRUCTURE  
FOR THE TEEL PARKWAY [FIRST - FREEMAN] PROJECT (PRJ# 2415-ST)**

**I. COMPENSATION SCHEDULE**

Task	Completion Schedule	Compensation Schedule
Notice-to-Proceed	09/16/2024	
Task 1 - Survey	011/08/2024	\$ 69,630.00
Task 2 - Geotech	04/25/2025	\$ 43,915.00
Task 3 - Project Management	On Going	\$ 39,440.00
Task 4 - Design Submittals		
30%	01/24/2025	\$145,600.00
Review (4 weeks)	02/24/2025	
60%	04/25/2025	\$196,100.00
Review (4 weeks)	05/26/2025	
90/100%		\$207,277.50
90%	07/11/2025	
Review (4 weeks)	08/11/2025	
100%	09/05/2025	
Review (2 weeks)	09/22/2025	
100% Signed and Sealed Plans	10/06/2025	
Task 5 - Hydraulics & Hydrology	07/11/2025	\$77,000.00
Task 6 - LOMR (Additional Services - \$50,000)	TBD	-
Task 7 - SUE (Additional Services - \$30,112.50)	TBD	-
Task 8 - Environmental Services	07/11/2025	\$7,060.00
Task 9 - Bidding	12/12/2025	\$9,880.00
Task 10 - Construction Admin. (Additional Services -\$18,571.20)	TBD	-
Task 11 - Record Drawings	07/30/2027	\$3,980.00
Direct Expenses	On Going	\$6,857.80
<b>Total Compensation</b>		<b>\$806,740.30</b>

**II. COMPENSATION SUMMARY**

<b>Basic Services (Lump Sum)</b>	<b>Amount</b>
Task 3 - Project Management	\$39,440.00
Task 4 - Design Submittals	
30%	\$145,600.00
60%	\$196,100.00
90/100%	\$207,277.50
Task 9 - Bidding	\$9,880.00
<b>Total Basic Services:</b>	<b>\$598,297.50</b>

<b>Special Services (Hourly Not-to-Exceed)</b>	<b>Amount</b>
Task 1 - Survey	\$ 69,630.00
Task 2 - Geotech	\$ 43,915.00
Task 5 - Hydraulics & Hydrology	\$77,000.00
Task 6 - LOMR (Additional Service - \$50,000)	-
Task 7 - SUE (Additional Service - \$30,112.50)	-
Task 8 - Environmental Services	\$7,060.00
Task 10 - Construction Admin. (Additional Service \$18,571.20)	-
Task 11 - Record Drawings	\$3,980.00
<b>Total Special Services:</b>	<b>\$201,585.00</b>

<b>Direct Expenses</b>	<b>Amount</b>
Basic Services	\$6,857.80
<b>Total Direct Expenses:</b>	<b>\$6,857.80</b>

## 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 D  
CONFLICT OF INTEREST AFFIDAVIT

PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
BETWEEN THE TOWN OF PROSPER, TEXAS, AND CP&Y, INC. DBA STV INFRASTRUCTURE  
FOR THE TEEL PARKWAY [FIRST - FREEMAN] PROJECT (PRJ# 2415-ST)

THE STATE OF TEXAS §  
COUNTY OF Dallas §

I, Robin Handel, a member of the Consultant team, make this affidavit and hereby on oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision on the Project (Check all that apply):

- Ownership of 10% or more of the voting shares of the business entity.
- Ownership of \$25,000.00 or more of the fair market value of the business entity.
- Funds received from the business entity exceed 10% of my income for the previous year.
- Real property is involved, and I have an equitable or legal ownership with a fair market value of at least \$25,000.00.
- A relative of mine has substantial interest in the business entity or property that would be affected by my decision of the public body of which I am a member.
- Other: \_\_\_\_\_
- None of the Above.

Upon filing this affidavit with the Town of Prosper, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573 of the Texas Government Code, is a member of the public body which took action on the agreement.

Signed this 22<sup>nd</sup> day of August, 2024.

[Signature] / SENIOR VICE  
Signature of Official / Title PRESIDENT


BEFORE ME, the undersigned authority, this day personally appeared Robin Handel and on oath stated that the facts hereinabove stated are true to the best of his / her knowledge or belief.

Sworn to and subscribed before me on this 22<sup>nd</sup> day of August, 2024.



[Signature]  
Notary Public in and for the State of Texas  
My Commission expires: Aug. 30, 2027

**EXHIBIT E  
CONFLICT OF INTEREST QUESTIONNAIRE**

<p><b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity</p>	<p><b>FORM CIQ</b></p>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b> 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).  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.  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><b>OFFICE USE ONLY</b></p>
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.  <b>CP&amp;Y, Inc dba STV Infrastructure</b></p>	<p>Date Received</p>
<p><b>2</b> <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><b>3</b> Name of local government officer about whom the information is being disclosed.  N/A _____ Name of Officer</p>	
<p><b>4</b> 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.  N/A</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?  <input type="checkbox"/> Yes    <input type="checkbox"/> No    N/A</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?  <input type="checkbox"/> Yes    <input type="checkbox"/> No    N/A</p>	
<p><b>5</b> 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.  N/A</p>	
<p><b>6</b> <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><b>7</b></p> <p align="center">           _____          Signature of vendor doing business with the governmental entity       </p> <p align="right">         _____          Date       </p>	

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 11/30/2015