

PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
BETWEEN THE TOWN OF PROSPER, TEXAS, AND KIMLEY-HORN AND ASSOCIATES, INC.  
FOR THE CRAIGE ROAD RECONSTRUCTION PROJECT (2140-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 Kimley-Horn and Associates, Inc., a company authorized to do business in Texas, acting through a duly authorized officer, hereinafter called "Consultant," relative to Consultant providing professional engineering services to Town. Town and Consultant when mentioned collectively shall be referred to as the "Parties."

WITNESSETH:

WHEREAS, Town desires to obtain professional engineering services in connection with the Craig Road Reconstruction Project (2140-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 Two Hundred Ninety-Nine Thousand Six Hundred and 00/100 Dollars (\$299,600.00) 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:

Kimley-Horn and Associates, Inc.  
L. Nathan Ante, P.E.  
Senior Vice President  
2201 W. Royal Lane, Suite 275  
Irving, TX 75063

Town of Prosper  
Harlan Jefferson, Town Manager  
PO Box 307  
Prosper, TX 75078  
[hjefferson@prospertx.gov](mailto:hjefferson@prospertx.gov)

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

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

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

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

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

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

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

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

18. Prevailing Party. In the event a Party initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled

to recover its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

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

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

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

KIMLEY-HORN AND ASSOCIATES, INC.

TOWN OF PROSPER, TEXAS

By:   
Signature

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

Tyler B. Henrichs, P.E.  
Printed Name

Harlan Jefferson  
Printed Name

Project Manager  
Title

Town Manager  
Title

November 22, 2021  
Date

\_\_\_\_\_  
Date

By:   
Signature

L. Nathan Ante, P.E.  
Printed Name

Senior Vice President  
Title

November 22, 2021  
Date

EXHIBIT A  
SCOPE OF SERVICES

PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
BETWEEN THE TOWN OF PROSPER, TEXAS, AND KIMLEY-HORN AND ASSOCIATES, INC.  
FOR THE CRAIG ROAD RECONSTRUCTION PROJECT (2140-ST)

I. PROJECT DESCRIPTION

This project includes the design of approximately 2,700 linear feet of Craig Road from Preston Road to 5th Street. The improvements generally include paving, drainage, and water line improvements.

The project also includes parking and sidewalk for the length of the project and intersection improvements at Broadway Street and 1st Street.

II. TASK SUMMARY

Task 1 - Survey

- 1.1. Data Collection and Property Research
  - 1.1.1 Gather existing plat information
  - 1.1.2 Collect property owner and record information
  - 1.1.3 Gather existing right-of-way and easement information. Identify easements available through typical research methodologies (i.e. plats, court house filings, etc.). Undocumented easements may not be identified. Title research may be performed as an additional service and fee only upon written Town authorization.
  - 1.1.4 Coordinate with Town to locate and mark existing franchise and public utilities prior to performing the field survey.
- 1.2. Design Survey (Subconsultant)
  - 1.2.1 The survey will include the existing right-of-way plus an additional 10-ft outside the right-of-way on each side, Preston Road 100-ft southwest and northeast of the southbound lanes of the Craig Road intersection, 1st Street 100-ft east and west of the Craig Road intersection, Broadway Street 100-ft east and west of the Craig Road intersection, and 5th Street 100-ft west of the Craig Road intersection.
  - 1.2.2 Perform field survey ground control
  - 1.2.3 Locate pertinent objects and above ground features within the survey limits, typically including:
    - Roadway pavement and driveways (including pavement type)
    - Drainage structures (i.e. culverts, ditches, inlets, manholes, and outfalls)
    - Utilities (signs or markers showing the presence of underground utilities, valves, manholes, flowlines, meters, backflow preventers, vents, poles, and guy wires)
    - Large (6 inch diameter and up), significant trees (identify species and caliper), and smaller trees and other plantings located within maintained landscapes
    - Mailboxes
    - Fences (including material type) and gates
    - Sidewalks
    - Signs (roadway and private)
    - Right-of-Way monumentation

- 1.2.4 Process survey data to create plan view base map of existing features. Prepare a final topographic drawing in digital format (including contours and breaklines) showing the features located in the field as well as boundary and property information, an ASCII coordinate file of the points located in the field.
- 1.2.5 Up to one (1) project site visit to verify survey data.

## Task 2 – Conceptual Design (30%)

- 2.1. Project Management and Administration
  - 2.1.1 Up to one (1) meeting with Town staff and stakeholders
  - 2.1.2 Up to one (1) project site visit
  - 2.1.3 Develop QC plan
  - 2.1.4 Develop project production plan
  - 2.1.5 Develop project schedule and interim milestones
  - 2.1.6 Project correspondence and invoicing
- 2.2. Data Collection
  - 2.2.1 Consultant will rely on the Town to provide Town Design Criteria (paving, drainage, utilities, streetscape), Standard Details, Ordinances, and Master Plan documents applicable to the project
  - 2.2.2 Town Record Drawings, provided by the Town
- 2.3. Roadway Design
  - 2.3.1 Establish roadway centerline
  - 2.3.2 Establish typical sections, anticipated:
    - Modified Commercial Couplet '3L' from Preston Road to 1st Street
      - Two (2) 12' travel lanes, One (1) 13' two way left turn lane
      - Two (2) 8' parallel parking lanes, modified right turn lane area between 1st street and elementary school driveway.
      - 6' sidewalk
    - Modified Collector Street '2LC' from 1st Street to Broadway Street
      - Two (2) 18' travel lanes with 2' shoulder
      - Two (2) bar ditches
      - No sidewalk
    - Rural Neighborhood Street '2LRN' from Broadway Street to 5th Street
      - Two (2) 13' travel lanes with 2' shoulder
      - Two (2) bar ditches
      - No sidewalk
  - 2.3.3 Pavement and subgrade design will not be provided. Town will provide pavement thickness and subgrade treatment.
- 2.4. Drainage Design
  - 2.4.1 Compile hydrological and hydraulic data
  - 2.4.2 Develop project drainage area maps. Town to provide drainage analysis for existing detention pond at the intersection of Broadway Street and Church Street.
    - Determine conveyance paths, channel slopes, time of concentration, and runoff coefficients to calculate design-year flows for proposed conditions
    - Subdivide the overall drainage areas into sub-areas and calculate the discharge to each future inlet. Analyze future inlet capacities and adjust inlet locations and sub-areas as needed to meet Town design criteria. Anticipated internal system from Preston Road to 1st Street.
    - Anticipated ditch grading and driveway culverts between 1st Street and 5th Street.

- 2.4.3 Analyze drainage improvements to accommodate the proposed roadway. Evaluate the need for any offsite drainage improvements and report to the Town (the need for offsite improvements is not anticipated). The design of any offsite drainage improvements will be considered as *Additional Services* and can be performed for an additional fee.
- 2.4.4 Conceptual design of storm drain facilities will consist of plan view only
- 2.5. Water Line Design
  - 2.5.1 Establish horizontal location for the following proposed water line:
    - Replace approximately 1,500 linear feet of existing 6" water line with a 12" water line.
    - Tying into existing 12" water line at the Judy A. Rucker Elementary School and an 8" water line at the Broadway Street intersection.
- 2.6. Franchise Utilities
  - 2.6.1 Establish the location of existing public utilities based upon information provided by the Town, franchise utilities, and field survey information
  - 2.6.2 Identify potential conflicts with franchise utilities. The Town will perform the coordination with the franchisees if any relocations are required. Consultant will provide plan sets upon request for franchise utility coordination purposes.
- 2.7. Opinion of Probable Construction Cost (OPCC)
  - 2.7.1 Compile and prepare a conceptual opinion of probable construction cost (OPCC) for the project using recent average unit bid prices which are representative of similar types of construction in the local area
- 2.8. Conceptual Plan and Profile Exhibit
  - 2.8.1 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 utilities)
      - Proposed centerline alignment and horizontal curve data
      - Proposed curb and paving limits
      - Proposed sidewalks
      - Proposed driveways
      - Proposed transition pavement tie-ins to existing pavement
      - Proposed cross culverts and headwalls, if applicable
      - Proposed storm drainage system
      - Proposed storm drain inlet locations
      - Proposed 12" water line horizontal location
      - Proposed limits of construction
      - Proposed pavement marking and signs
    - Profile
      - Existing ground profile at proposed top of curb and right-of-way lines

- Proposed vertical alignment (top of curb)
    - Approximate location of storm facilities
- 2.9. Conceptual Design submittal
- 2.9.1 Refer to III. DELIVERABLES

### Task 3 – Preliminary Design (60%)

- 3.1. Project Management and Administration
- 3.1.1 Up to one (1) meeting with Town staff and stakeholders
- 3.1.2 Up to one (1) project site visit
- 3.1.3 Implement QC plan
- 3.1.4 Project correspondence and invoicing
- 3.2. General Plan Sheets
- 3.2.1 Incorporate conceptual design submittal review comments
- 3.2.2 Prepare plan sheets (originals may be 22"x34" at a scale of 1"=20' horizontal and 1"=4' vertical)
- 3.2.3 Prepare miscellaneous plan sheets
- Cover Sheet
  - Sheet Index
  - General Notes (anticipated to be provided by Town)
  - Project Control
  - Typical Sections
  - Identify and prepare special specifications and/or special provisions applicable to the project.
- 3.3. Roadway Design
- 3.3.1 Develop roadway plan and profile
- 3.3.2 Incorporate intersection improvements as determined by the Town
- 3.3.3 Develop design cross-sections
- Develop on 50' station intervals and driveway centers
  - Show pavement, subgrade, right-of-way limits, easements, cross slopes, bar ditches, curbs, and sidewalks
  - Cross-sections may be provided in the bid documents
- 3.3.4 Prepare roadway details to clarify intent of design
- 3.3.5 Compile applicable Town standard details. Supplement standard details as needed.
- 3.4. Drainage Design
- 3.4.1 Perform preliminary storm sewer sizing and alignment design from Preston Road to 1st Street. Prepare preliminary inlet design sheets and hydraulic design sheets for inclusion in the plans.
- 3.4.2 Prepare preliminary sizing and alignment design for drainage ditches from 1st Street to 5th Street.
- 3.4.3 Determine outfall grading requirements and provide plans and details for channel protection (if applicable).
- Storm drain profiles will be provided in the Final Design Submittal
- 3.4.4 Prepare drainage details to clarify intent of design.
- 3.4.5 Compile applicable Town standard details. Supplement standard details as needed.
- 3.5. Water Line Design
- 3.5.1 Incorporate conceptual design review comments
- Establish vertical location for the proposed water line
- 3.5.2 Develop water line plan and profile
- 3.5.3 Show connections to existing lines and abandonments where applicable
- 3.5.4 Compile applicable Town standard details. Supplement standard details as needed.
- 3.6. Pavement Marking and Signing Design



- Plans will consist of stop-control devices, stop bar locations, lane delineation pavement markings, and pedestrian signing/stripping (if applicable)
  - Prepare pavement markers and marking layouts in accordance with Town design standards and the Texas Manual of Uniform Traffic Control Devices (TMUTCD)
  - Prepare details to clarify intent of design
  - Compile applicable Town standard details. Supplement standard details as needed
- 3.7. Traffic Control Design
- 3.7.1 Develop a traffic control narrative
- Traffic control and detour plans to be prepared by the Contractor
- 3.7.2 Compile applicable Town and TxDOT standard details.
- 3.8. Erosion Control Design
- 3.8.1 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.
- 3.8.2 Compile applicable Town and TxDOT standard details.
- 3.9. Franchise Utilities
- 3.9.1 Continue to identify potential conflicts with existing franchise utilities. The Town will perform the coordination with the franchisees if relocations are required. Consultant shall provide plan sets upon request for franchise utility coordination purposes
- 3.10. Opinion of Probable Construction Cost (OPCC)
- 3.10.1 Compile and prepare a preliminary opinion of probable construction cost (OPCC) for the project using recent average unit bid prices which are representative of similar types of construction in the local area
- 3.11. Preliminary Design submittal
- 3.11.1 Refer to III. DELIVERABLES

#### Task 4 – Final Design (90% and Final)

##### 90% Design Submittal

- 4.1. Project Management and Administration
- 4.1.1 Up to one (1) meeting with Town staff and stakeholders
- 4.1.2 Up to one (1) project site visit
- 4.1.3 Implement QC plan
- 4.1.4 Project correspondence and invoicing
- 4.2. General Plan Sheets
- 4.2.1 Incorporate preliminary design submittal review comments
- 4.2.2 Finalize plan sheets (originals may be 22"x34" at a scale of 1"=20' horizontal and 1"=4' vertical)
- 4.2.3 Finalize miscellaneous plan sheets
- Cover Sheet
  - Sheet Index
  - General Notes
  - Project Control
  - Typical Sections
- 4.2.4 Finalize special specifications and/or special provisions applicable to the project.
- 4.3. Roadway Design
- 4.3.1 Finalize roadway plan and profile
- 4.3.2 Finalize ultimate intersection improvements as determined by the Town
- 4.3.3 Finalize cross-sections and driveway grading
- 4.4. Drainage Design

- 4.4.1 Perform final storm sewer sizing and alignment design from Preston Road to 1st Street. Finalize inlet design sheets and hydraulic design sheets.
  - 4.4.2 Perform final sizing and alignment design for drainage ditches from 1st Street to 5th Street.
  - 4.4.3 Design outfall grading requirements and provide plans and details for channel protection (if applicable).
  - 4.4.4 Provide hydrologic and hydraulic calculations for the proposed storm drain improvements
  - 4.4.5 Prepare drainage details to clarify intent of design. Compile applicable Town standard details. Supplement standard details as needed
  - 4.5. Water Line Design
    - 4.5.1 Incorporate Preliminary Design review comments
  - 4.6. Traffic Control Design
    - 4.6.1 Finalize traffic control narrative and incorporate narrative into the contract requirements for bidding purposes. Traffic control and detour plans to be prepared by the Contractor
    - 4.6.2 Compile applicable Town and TxDOT standard details. Supplement standard details as needed
  - 4.7. Pavement Marking and Signing Design
    - 4.7.1 Finalize pavement marking and signing plans
    - 4.7.2 Prepare details to clarify intent of design
    - 4.7.3 Compile applicable Town standard details. Supplement standard details as needed
  - 4.8. Erosion Control Design
    - 4.8.1 Finalize erosion control measures
    - 4.8.2 Compile applicable Town and TxDOT standard details.
  - 4.9. Opinion of Probable Construction Cost (OPCC)
    - 4.9.1 Update opinion for construction cost using recent average unit bid prices which are representative of similar types of construction in the local area
  - 4.10. Project Manual
    - 4.10.1 It is anticipated that the Town will compile the project manual. Consultant to provide the following:
      - Pay item listing
      - Quantities
      - Update the overall OPCC
  - 4.11. Final design submittal (90%)
    - 4.11.1 Refer to III. DELIVERABLES
- Final Design Submittal
- 4.12. Incorporate the final design submittal review comments
  - 4.13. Prepare the final OPCC
  - 4.14. Final design submittal (Final) (to be used by the Town for bidding)
    - 4.14.1 Incorporate the final design submittal review comments
    - 4.14.2 It is anticipated the following sheets will be included in the construction plans:
      - Cover Sheet
      - Sheet Index
      - General Notes
      - Project Control
      - Typical Sections
      - Paving Plan and Profile
      - Pavement Marking and Signing Plan
      - Drainage Area Map (Existing and Proposed)
      - Drainage Calculations
      - Storm Drain Plan and Profile
      - Water Line Plan and Profile

- Traffic Control Narrative
- Erosion Control Plan
- Cross Sections
- Standard Details
- TxDOT Details (where applicable)

4.15. Refer to III. DELIVERABLES

Task 5 – Subsurface Utility Engineering (SUE) Quality Level “B” (through a subconsultant)

- 5.1. Upon Town Authorization, perform SUE (Subsurface Utility Engineering) Quality Level “B” to identify existing franchise utility at the intersection of Craig Road and Preston Road, and Craig Road and and 1st Street near the water tower by exposing specific utilities. Additional SUE will not be performed without written authorization by the Town.
  - 5.1.1 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.
  - 5.1.2 Utilities to be designated include, gas, telecommunications, electric, traffic signals, storm, water, and sanitary sewer.
- 5.2. The budgeted fee for this Task is based upon approximately 1 days. We will not proceed with performance of services beyond the days budgeted, without written authorization by the Town.

Task 6 – Bid and Construction Phase Services

- 6.1. Town will issue bid documents to prospective bidders via electronic site, maintain a list of bidders to whom bidding documents have been issued, and addenda as appropriate to interpret, clarify, or expand the bidding documents. Assist the Town as needed.
- 6.2. Attend the pre-bid meeting and bid opening
- 6.3. Final construction plan submittal (conformed sets). Refer to III. DELIVERABLES
- 6.4. Construction Phase Services
  - 6.4.1 *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
- 6.5. The budgeted fee for this Task is based upon approximately 35 hours (15 hours for bid phase services and 2 hours/month for up to 10 months). We will not proceed with performance of services beyond the hours budgeted, without written authorization by the Town.

Task 7 – Record Documents

- 7.1. Consultant will prepare construction Record Documents based on the information received from the Contractor.
- 7.2. The budgeted fee for this Task is based upon approximately 8 hours. We will not proceed with performance of services beyond the hours budgeted, without written authorization by the Town.
- 7.3. Record Documents submittal, refer to III. DELIVERABLES

## Additional Services

Services not specifically identified in the Scope of Services above will be considered additional and may be performed with additional fee on an individual basis upon authorization by the Town. Such services may include, but are not limited to, the following:

- Construction Staking
- Title Research
- Geotechnical Services
- Streetscape design
- Landscape design
- Irrigation design
- Illumination design
- Sanitary sewer design
- Franchise utility design
- Design of any offsite drainage improvements beyond the improvements identified in the scope
- Design of retaining walls over 3 feet or outside the limits of right-of-way, specialized inlets, or gabion mattress erosion control systems
- Stakeholder Coordination
- Preparation of Additional Bid Packages
- Packaging/inclusion of contract documents prepared by others
- Revising the Traffic Control Narrative based on Contractor input after Bidding
- Preparing Traffic Control Phasing Plan
- Preparing ROW and Easement Instruments of Conveyance
- Redesign to reflect project scope changes requested by the Client, franchise utilities, and/or developer required to address changed conditions or change in direction previously approved by the Client, mandated by changing governmental laws, or necessitated by the Client's acceptance of substitutions proposed by the contractor

### III. DELIVERABLES

Task 1 – Survey

- Digital Topographic Drawing

Task 2 – Conceptual Design

#### 30% Design

- Half size and full size roll plots (up to 1 of each upon request)
- Drainage Area Maps
- 30% Opinion of Probable Construction Cost
- PDF versions of 30% Deliverable

Task 3 – Preliminary Design

#### 60% Design

- Half size 60% plan sets (up to 1 of each upon request)
- 60% Opinion of Probable Construction Cost
- PDF versions of 60% Deliverable

Task 4 – Final Design

#### 90% Design

- Half size 90% plan sets (up to 1 of each upon request)
- 90% Opinion of Probable Construction Cost
- PDF versions of 90% Deliverable

#### Final Design

- Half size and full size of final plan sets (up to 1 of each upon request)
- Final Opinion of Probable Construction Cost
- PDF versions of Final Deliverable
- One (1) DWG copy of final files

Task 6 – Bid and Construction Phase Services

- Half size and full size of final (signed and sealed) conformed plan sets (up to 1 of each upon request)

Task 7 – Record Drawings

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

EXHIBIT B  
COMPENSATION/PRICING SCHEDULE

PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
BETWEEN THE TOWN OF PROSPER, TEXAS, AND KIMLEY-HORN AND ASSOCIATES, INC.  
FOR THE CRAIG ROAD RECONSTRUCTION PROJECT (2140-ST)

I. COMPENSATION SCHEDULE

Task	Completion Schedule (Anticipated)	Compensation Schedule (Anticipated)
Notice-to-Proceed	December 2021	
Task 1 – Survey	February 2021	Up to \$17,500
Task 2– Conceptual Design (30%)	April 2022	\$62,500
Task 3 – Preliminary Design (60%)	June 2022	\$112,500
Task 4 – Final Design (90% and Final)	September 2022	\$95,000
Task 5 – SUE QL “B” (through subconsultant)	Ongoing as needed	Up to \$3,500
Task 6 – Bid and Construction Phase Services	Fall 2022	Up to \$7,000
Task 7 – Record Drawings	Fall 2023	Up to \$1,600
<b>Total Compensation</b>		<b>\$299,600</b>

II. COMPENSATION SUMMARY

Basic Services (Lump Sum)	Amount
Task 3 – Conceptual Design (30%)	\$62,500
Task 4 – Preliminary Design (60%)	\$112,500
Task 5 – Final Design (90% and Final)	\$95,000
<b>Total Basic Services:</b>	<b>\$270,000</b>

Special Services (Hourly Not-to-Exceed)	Amount
Task 1 – Survey	Up to \$17,500
Task 5 – SUE QL “B” (through subconsultant)	Up to \$3,500
Task 6 – Bid and Construction Phase Services	Up to \$7,000
Task 7 – Record Documents	Up to \$1,600
<b>Total Special Services:</b>	<b>\$29,600</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 KIMLEY-HORN AND ASSOCIATES, INC.  
FOR THE CRAIG ROAD RECONSTRUCTION PROJECT (2140-ST)

THE STATE OF TEXAS                    §  
   §  
COUNTY OF   DALLAS                 §

I,   L. Nathan Ante  , 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.

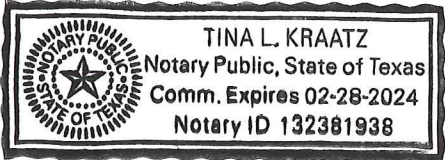
Upon filing this affidavit with the Town of Prosper, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573 of the Texas Government Code, is a member of the public body which took action on the agreement.

Signed this   25th   day of   October  , 20  21  .

  L. Nathan Ante   / Senior Vice President  
Signature of Official / Title

BEFORE ME, the undersigned authority, this day personally appeared   L. Nathan Ante   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   25th   day of   October  , 20  21  .



  Tina L. Kraatz    
Notary Public in and for the State of Texas  
My Commission expires:   02/28/2024

**EXHIBIT D**

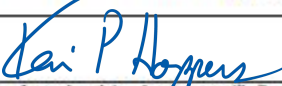
<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government 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>	<b>OFFICE USE ONLY</b>  Date Received	
<p><b>1 Name of vendor who has a business relationship with local governmental entity.</b></p> <p align="center">Kimley-Horn and Associates, Inc.</p>		
<p><b>2</b> <input checked="" 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 Name of local government officer about whom the information is being disclosed.</b></p> <p align="center">N/A</p> <p align="center">_____ Name of Officer</p>		
<p><b>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.</b></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><b>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.</b></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="center">                     10/19/2021                      _____                      Date                 </p>

EXHIBIT F  
TOWN OF PROSPER REQUIREMENTS FOR ELECTRONIC FILE SUBMISSION

For the Town to exercise appropriate stewardship and maintenance of public infrastructure, *construction development information is required before certain approvals are granted*. This ensures that our authoritative information is updated by those engaging in the development process: architecture, engineering, and construction firms. *We are requesting that all submittals include a single set of GIS-ready data.*

What is meant by GIS-ready? The two major aspects are:

1. Appropriately georeferenced to the local coordinate system EPSG 2276
  - a. NAD83 Texas State Plane 4202 (US Feet)
  - b. Projection-less project files will be rejected
2. A fully attributed object model for each of the submittal layers
  - a. Attribute templates are available for download from the Town
  - b. Generally this includes: lot numbers and block numbers for parcels/lots, pipe size material and slope for utility lines, control structure information for utility points, and names for street centerlines

The following features are requested and should be available separately in addition to the base file and clearly named:

- Water Network\*
- Sanitary Network\*
- Storm Network\*
- Street Centerlines
- Parcel Boundaries / Lot Lines
- Building Footprints
- Impervious Surfaces

\*Networks to include both polyline information and point information

All of the above features, that are fully constructed, are available for use within AutoCAD, as a service for the development community, from the Town of Prosper using the free Plug-In: ArcGIS for AutoCAD. This includes georeferenced, spatial and attribute object model information. Since the data are already attributed, the Town's information requirements per feature group is readily available for review at any time.

Within the above constraints, the Town of Prosper will accept the following CAD export files, ordered by most to least preferable:

- .DWG (Native AutoCAD File)
- .GDB (File Geodatabase | FGDB)
- .SHP (Esri Shapefile)

Please contact the Senior GIS Analyst Jordan Carmona (jcarmona@prospertx.gov) at the Town of Prosper GIS Department if you have any questions or require clarification to the above items.