

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
BETWEEN THE TOWN OF PROSPER, TEXAS, AND  
STANTEC CONSULTING SERVICES INC. FOR THE DESIGN OF  
2101-TR TRAFFIC SIGNAL AT FIRST STREET (FISHTRAP ROAD) & ARTESIA BOULEVARD AND  
2318-TR TRAFFIC SIGNAL AT TEEL PARKWAY & PRAIRIE DRIVE**

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

**WITNESSETH:**

**WHEREAS**, Town desires to obtain professional engineering services in connection with the **Design of 2101-TR Traffic Signal At First Street (Fishtrap Road) & Artesia Boulevard and 2318-TR Traffic Signal At Teel Parkway & Prairie Drive**, 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 One Hundred and One Thousand Dollars (\$101,000) for the Project as set forth and described in Exhibit B - Compensation Schedule and incorporated herein as if written word for word. Lump sum fees shall be billed monthly based on the percentage of completion. Hourly not to exceed fees shall be billed monthly based on hours of work that have been completed. Direct Costs for expenses such as mileage, copies, scans, sub-consultants, and similar costs are included in fees and shall be billed as completed.

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

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

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

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

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

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

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

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

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

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

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

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

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

Town of Prosper  
Mario Canizares, Town Manager  
PO Box 307  
Prosper, TX 75078  
[mcanizares@prospertx.gov](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. **Signatories.** Town warrants and represents that the individual executing this Agreement on behalf of Town has full authority to execute this Agreement and bind Town to the same. Consultant warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind Consultant to same.

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

**STANTEC CONSULTING SERVICES INC.**

**TOWN OF PROSPER, TEXAS**

By:   
Signature  
Dave Carter  
Printed Name  
Principal  
Title  
10/04/2023  
Date

By: \_\_\_\_\_  
Signature  
Mario Canizares  
Printed Name  
Town Manager  
Title  
\_\_\_\_\_  
Date

**EXHIBIT A  
SCOPE OF SERVICES**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
BETWEEN THE TOWN OF PROSPER, TEXAS, AND  
STANTEC CONSULTING SERVICES INC. FOR THE DESIGN OF  
2101-TR TRAFFIC SIGNAL AT FIRST STREET (FISHTRAP ROAD) & ARTESIA BOULEVARD AND  
2318-TR TRAFFIC SIGNAL AT TEEL PARKWAY & PRAIRIE DRIVE**

**I. PROJECT DESCRIPTION**

This project includes the design of two new traffic signals that will be needed in conjunction with a new high school being constructed on the southeast corner of Teel Parkway and First Street (Fishtrap Road) in the Town of Prosper, Texas. The signals will be at the intersections of First Street (Fishtrap Road) at Artesia Blvd and Teel Parkway at Prairie Drive. Proposed intersection improvements to be included with the signal design will include ADA compliant pedestrian ramps and straight crosswalks. Spiars Engineering has developed design plans for the widening of Teel Parkway including the future intersection of Prairie Drive which will be extended to meet Teel Parkway at an intersection with Fire Station 2's northern driveway. Teague Nall and Perkins, Inc. (TNP) has prepared design plans for the extension of Prairie Drive as well as the new high school driveway on First Street which is opposite the Artesia Blvd approach.

Stantec will design the new traffic signals per the Town's Signal Design Guidelines. The signal improvements will include the installation of new mast arm pole assemblies and foundations, radar vehicle detection, installation of new pull boxes, underground conduits and cables, and mast arm-mounted signs. Pedestrian signals will be designed for APS (Audible Pedestrian Signals). Stantec will coordinate with the City to ensure the locations of the pedestrian signals meet the guidelines laid out in the Texas Manual of Uniform Traffic Control Devices (TMUTCD) and are in accordance with the Town's requirements.

The Town's design guidelines state that curb ramps should be located to provide straight crosswalks which will require ADA ramp and median nose modifications at the First Street and Artesia Blvd intersection. Stantec will provide a preliminary intersection layout at the 30% design level for a field coordination meeting with Spiars, TNP and the Town staff to evaluate the potential impact to these elements. Some of Stantec's design for the ramp and median nose modifications may be incorporated into the Spiars and/or TNP design plans while some will be incorporated into the traffic signal construction package which will be a separate project.

The traffic signal plans will be developed based on engineering design CADD files provided by Spiars Engineering and TNP. Stantec will conduct a field visit to verify existing above ground utility locations and any underground utilities identified based on Texas811 markings. A new field survey is not being provided by Stantec as part of the basic services. Potholing for subsurface utility engineering (SUE) is not included.

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

**II. TASK SUMMARY**

Task 1 - Traffic Signal Design. (NTP on November 15, 2023)

1. Manage the team:

- Lead, manage, and direct design team activities
  - Ensure quality control is practiced in the performance of the work
  - Communicate internally among team members
  - Allocate team resources
2. Communications and reporting:
- Submit monthly invoices
  - Respond to email and telephone communication from the Town
  - Coordinate with other agencies and entities as necessary for the design of the proposed traffic signal.
3. Meetings:
- Attend one (1) meeting with Town staff to discuss signal design criteria. As part of this meeting, Stantec engineers will conduct a site visit at the intersection with the Town of Prosper Engineering Department to identify traffic signal pole locations, controller cabinet location, power source location, and to discuss specific issues concerning ADA Ramps, crosswalks and median nose modifications if necessary.
  - Attend one (1) in-person design review meeting with Town staff, Spiars and TNP.
4. Prepare 30% signal design plans (complete by January 15, 2024)
- Develop plan sheets for a permanent traffic signal based on base files.
  - The 30% traffic signal design plans will show location of signal poles and foundations, ADA ramps and median nose modifications for a starting design discussion that will occur in the field with the Town, Spiars and TNP.
5. Prepare 60% signal design plans (complete by March 15, 2024)
- Traffic signal layout sheet(s) showing signal poles, vehicular and pedestrian signal heads, barrier-free ramps and associated sidewalk connections, vehicle detection, pedestrian push buttons, controller cabinet location, power source location, electrical service, conduits, ground boxes, and all known existing and proposed utilities. Stantec will coordinate with the Town to ensure the locations of the barrier-free ramps and pedestrian signals meet the guidelines laid out in the Texas Manual of Uniform Traffic Control Devices (TMUTCD) and are in accordance with the Town's requirements.
  - Signal design tables sheet(s). Chart details will be at 90%.
  - Signing layout sheet detailing traffic signal related signs.
  - Pavement marking sheet detailing the location of stop bars and crosswalks. It is assumed that all other pavement markings leading up to the intersection will remain in place.
6. Prepare 90% signal design plans (complete by May 15, 2024)
- Receive comments from the Town on the preliminary plans and incorporate into plans.
  - Traffic signal layout sheet(s) showing signal poles, vehicular and pedestrian signal heads, barrier-free ramps and associated sidewalk connections, vehicle detection, pedestrian push buttons, controller cabinet location, power source location, electrical service, conduits, ground boxes, and all known existing and proposed utilities.
  - Prepare the following plan sheets for the Pre-Final design plans:
    - General Notes
    - Summary of Estimated Quantities
    - Traffic signal layout sheet

- Signal design tables
  - Signing layout sheet detailing traffic signal related signs.
  - Town and/or TxDOT standard detail drawings
  - Prepare an estimate of construction quantities and develop the preliminary opinion of probable construction cost
  - Assemble standard construction contract document using a template provided by the Town and modify special technical specifications for the project (if any)
7. Prepare 100% PS&E construction plans (complete by July 15, 2024):
- Receive and discuss comments from the Town on the 90% plans
  - Revise 90% plans, incorporating comments from the Town
  - Finalize estimate of construction quantities and opinion of probable construction cost.
  - Finalize construction contract documents, including special technical specifications and special conditions (if any).

Task 2 - Bidding and Construction Phase Services. The following tasks will be provided on an hourly rate with a not to exceed fee amount. The work will be performed as requested by the Town. If the fee is exceeded, an additional hourly fee may be set up to cover additional work, to be approved in advance by the Town.

1. Assist the Town in securing bids. The Town will prepare the Notice to Bidders and provide it to Stantec to update. The Town will be responsible for publishing the appropriate legal notice and be responsible for the cost for such publications.
2. Assist the Town by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to plan holders, if necessary.
3. Stantec will assist the Town in analyzing the bids received. Review the qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to construct the Project. Recommend award of contracts or other actions as appropriate to be taken by the Town.
4. Assist the Town in conducting a pre-construction conference with the Contractor and review the construction schedule prepared by the contractor in accordance with the requirements of the construction contract.
5. Review Contractor's submittals, including, requests for information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract.
6. It is assumed that one field visit may be necessary to meet a contractor in the field to discuss any design issues that may occur during construction.

Task 3 – Record Drawings. After construction is completed, Stantec will receive redline markups from the Contractor and/or the Town, to be delivered electronically in PDF format. Stantec will generate a set of record drawing plans that will incorporate these markups. The record drawings will not be signed and sealed, instead, they will bear a stamp explaining that the plans were constructed per the 100% design plans, except as otherwise noted. Stantec will not perform a field visit to verify the redline markups.

Task 4 – SUE Potholes. As a subconsultant to Stantec, Lina T Ramey & Associates (LTRA) will contact one call notices at least 48 hours prior to excavating the test holes. LTRA will also complete level B at each location to determine the toneable utilities within the proposed signal pole's new foot print. This will aid in deciding which utilities will need to be confirmed via test holes. LTRA will conduct an on site safety meeting prior to beginning and set up a work zone around each location. After completing each test hole, LTRA will survey the top of the utility and tie to project control. The location will be restored to its original condition.

LTRA will produce a test hole data sheet for each utility that includes top of pipe elevation, surface elevation, northing and easting, size, pipe material and other pertinent information. Hard copies and CAD files of work completed will be submitted.

### Assumptions and Exclusions

This scope of services includes only the items specifically described above. The following items are specifically excluded from the scope of services:

- Utility adjustment or utility relocation design is not included in this scope.
- A pavement design is not included in the scope. It is assumed any new pavement section needed will match the as-built pavement section.
- Roadway profiles are not included in the scope. It is assumed the proposed improvements will not impact the profile of the existing road.
- Drainage design is not included in the scope of services.
- Modification of technical standards is not included in the scope of services.
- All plans will be designed simultaneously and meetings will cover all designs.
- Roadway modifications other than what is required for ADA ramps and median nose modifications.
- Traffic counts are not included in the scope of services.
- Simulation modeling for traffic signal phasing is not included in the scope of services.
- Temporary traffic signal design is not included in the scope of services.
- Coordination and approvals from TDLR is not included in the scope of services.
- Traffic control plans are not included in the scope of services.
- Traffic signal warrant study is not included in the scope of services.
- Traffic signal timing is not included in the scope of services.
- Illumination design, except for one luminaire on each signal pole (as applicable).
- Preparation of right-of-way or easement exhibits is not included in the scope of services.
- Application and Permitting fees and special insurance premiums is not included in the scope of services.
- Construction inspection services is not included in the scope of services.
- As-built surveys of constructed improvements is not included in the scope of services.
- Public hearings or CLIENT Council/Commission meetings is not included in the scope of services.
- Attendance at a utility coordination meeting to start the relocation process with affected franchise utilities. Distribution of copies of final plans and proposed schedule for bid letting and construction to affected franchise utilities is not included in the scope of services.
- Preparation or processing of change orders is not included in the scope of services.
- Coordination with TxDOT or any other agency for approval or permitting is not included in the scope of services.
- Any additional meetings not listed in the scope of services are not included in the scope of services.
- Additional exhibits or documents not specifically outlined herein are not included in the scope of services.
- Construction Staking Services is not included in the scope of services.
- New or Additional Boundary or Centerline Monuments are not included in the scope of services.
- Full Subsurface Utility Engineering (SUE) Services are not included in the scope of services.
- Environmental studies and permitting are not included in the scope of services.

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



### **III. DELIVERABLES**

Task 1 – Traffic Signal Design

One (1) PDF copy of the 30% and 60% design package

One (1) PDF copy of the 90% design package, including contract bid item list and quantities

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

Task 3 - Record Drawings

One (1) PDF copy of each sheet of the record drawings

One (1) CADD file of the record drawings base map

**EXHIBIT B  
COMPENSATION SCHEDULE**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
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2318-TR TRAFFIC SIGNAL AT TEEL PARKWAY & PRAIRIE DRIVE**

**I. COMPENSATION SCHEDULE**

Task	Completion Schedule	Compensation Schedule
Notice-to-Proceed	November 15, 2023	
<b><u>First Street (Fishtrap) at Artesia Blvd</u></b>		
Task 1 - Traffic Signal and ADA Design	July 15, 2024	\$41,000
Task 2 – Bidding and Construction Phase Services	TBD	\$5,250
Task 3 – Record Drawings	TBD	\$1,500
Task 4 – SUE (pothole depth of utilities at 4 locations)	TBD	\$12,500
Subtotal		<b>\$60,250</b>
<b><u>Teel Pkwy at Prairie Drive</u></b>		
Task 1 - Traffic Signal and ADA Design	July 15, 2024	\$34,000
Task 2 – Bidding and Construction Phase Services	TBD	\$5,250
Task 3 – Record Drawings	TBD	\$1,500
Subtotal		<b>\$40,750</b>
<b>Total Compensation</b>		<b>\$101,000</b>

**II. COMPENSATION SUMMARY**

Basic Services	Billing Method	Amount
Task 1 – Traffic Signal Design	Lump Sum (percent complete)	\$75,000
Task 2 – Bidding and Construction Phase Services	Time & Materials	\$10,500
Task 3 – Record Drawings	Lump Sum (percent complete)	\$3,000
Task 4 – SUE (pothole depth of utilities at 4 locations)	Time & Materials	\$12,500
<b>Total Basic Services:</b>		<b>\$101,000</b>

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

<b>Direct Expenses</b>	<b>Amount</b>
None	\$0
<b>Total Direct Expenses:</b>	<b>\$0</b>