

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND GARVER, LLC
FOR THE COLEMAN STREET RECONSTRUCTION AND WIDENING PROJECT
PRJ # 2141-ST COLEMAN STREET RECONSTRUCTION AND WIDENING – FROM GORGEOUS ROAD TO
PROSPER TRAIL
PRJ # 2142-ST COLEMAN STREET WIDENING – FROM PROSPER TRAIL TO TALON LANE/AMBERLY LANE**

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

WITNESSETH:

WHEREAS, Town desires to obtain professional engineering services in connection with the **Coleman Street Reconstruction and Widening – from Gorgeous Road to Prosper Trail (PRJ# 2141-ST) and Coleman Street Widening – from Prosper Trail to Talon Lane/Amberly Lane (PRJ# 2142-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 Sixty One Thousand Four Hundred Twenty Dollars and Fifty Cents (\$861,420.50)** 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 as deliverables under this Agreement and that Town may use them without Consultant's permission for any purpose relating to the Project; provided however, any and all underlying intellectual property, if any (unless provided by Town), shall remain the property of Consultant such that Consultant may continue to perform its business in the normal course. Upon payment in full, Consultant hereby grants Town an irrevocable, non-exclusive, royalty free license to use the same for the purposes contemplated under this Agreement. 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 THIRD PARTY 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 TANGIBLE PROPERTY OR BODILY INJURY OF PERSONS BUT ONLY TO THE EXTENT OCCASIONED BY THE NEGLIGENT ACT,**

ERROR OR OMISSION OF CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, INVITEES OR OTHER PERSONS FOR WHOM CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS AGREEMENT.

IN THE EVENT THAT TOWN AND CONSULTANT ARE CONCURRENTLY NEGLIGENT, THE PARTIES AGREE THAT ALL LIABILITY SHALL BE CALCULATED ON A COMPARATIVE BASIS OF FAULT AND RESPONSIBILITY AND THAT NEITHER PARTY SHALL BE REQUIRED TO DEFEND OR INDEMNIFY THE OTHER PARTY FOR THAT PARTY'S NEGLIGENT OR INTENTIONAL ACTS, ERRORS OR OMISSIONS.

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

Garver, LLC
Jake Bennett, PE, CFM
Project Manager
3010 Gaylord Pkwy, Ste 190
Frisco, TX 75034
RJBennett@GarverUSA.com

Town of Prosper
Harlan Jefferson, Town Manager
PO Box 307
Prosper, TX 75078
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____.

GARVER, LLC

TOWN OF PROSPER, TEXAS

By: Scott Forbes
Signature

Scott Forbes, P.E
Printed Name

Senior Project Manager
Title

February 8, 2022
Date

By: _____
Signature

Harlan Jefferson
Printed Name

Town Manager
Title

Date

**EXHIBIT A
SCOPE OF SERVICES**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
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1a. PROJECT DESCRIPTION – PRJ # 2141-ST

The project involves improvements for reconstructing and widening approximately 3,250 linear feet of existing two-lane asphalt roadway from south of Gorgeous Road to Prosper Trail. The new pavement section will be a four-lane concrete divided roadway, 4LD Minor Thoroughfare. The Project will begin at the northern most radius return of 7th Street and will end at the Coleman Street/Prosper Trail Intersection. The project shall include the removal/replacement of the existing traffic signal in the SW corner of the intersection. The project includes roadway and drainage design, standard median landscape design/irrigation, pavement markings and signage, signal relocation, erosion control, and traffic control / phasing.

Anticipated median openings with left turn deceleration lanes in both the northbound and southbound directions at the flowing locations:

- a. Gorgeous Road/McKinley Street
- b. Eagle Lane and south driveway into Reynolds Middle School
- c. Wilson Drive
- d. Northern driveway at the US Post Office
- e. Bryan Street

Anticipated right turn deceleration at the following locations:

- a. Northbound at Gorgeous Road
- b. Southbound at McKinley Street
- c. Northbound at south driveway into Reynolds Middle School
- d. Northbound and southbound at Eagle Lane
- e. Southbound into business on west side of Coleman Street between Wilson Drive and Eagle Lane
- f. Northbound at Wilson Drive
- g. Southbound at both driveways into the US Post Office
- h. Northbound and southbound at Bryan Street
- i. Southbound at the driveway between Prosper Trail and Bryan Street

Proposed Sidewalk locations:

- a. Propose to construct sidewalk along the east right of way (ROW) starting at Gorgeous Road going north and connecting to existing sidewalk north of Eagle Lane at Reynolds Middle School.
- b. All other parkway areas within the existing and proposed ROW will be graded to drain towards the roadway where possible. Areas outside of the existing and proposed ROW will be graded to match existing drainage patterns.
- c. No new sidewalks are proposed along the west side of Coleman Street

Drainage Notes:

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

Ib. PROJECT DESCRIPTION – PRJ # 2142-ST

The project involves improvements for widening approximately 3,450 linear feet of existing two-lane concrete roadway (ultimate two southbound lanes) from Prosper Trail to just southwest of the Coleman Street/Talon Lane/Amberly Lane intersection. This project will consist of mainly constructing the ultimate two southbound lanes to complete the 4LD Minor Thoroughfare. This project will also include the extension of existing box culverts and reconstruction of a culvert crossing headwall including velocity dissipation and erosion control measures located south of Dianna Drive. This project does not include any culvert modifications to the existing culvert located at the terminus of the existing southbound lanes southwest of Coleman Street/Talon Lane. The project includes roadway and drainage design, standard median landscape design/irrigation, pavement markings and signage, erosion control, and traffic control / phasing.

Anticipated median openings with left turn deceleration lanes at the flowing locations:

- a. St. Mark Lane (southbound only)
- b. Dianna Drive (northbound and southbound)

Note: There will also be an additional access point in the median between Prosper Trail and the Creek Crossing. Access type and location (i.e. hooded left, median opening, turn lanes, etc) will be decided during the Concept phase of the project.

Anticipated right turn deceleration at the following locations:

- a. Southbound at northern driveway into Prosper Dog Retreat

Proposed Sidewalk locations:

- a. Propose to construct sidewalk starting at Prosper Dog Retreat (1331 N. Coleman St.) going southbound all the way to the Prosper Trail intersection including ADA ramps southbound and eastbound at the intersection (northwest corner).
- b. All other parkway areas within the existing and proposed ROW will be graded to drain towards the roadway where possible. Areas outside of the existing and proposed ROW will be graded to match existing drainage patterns.

Drainage Notes:

- a. The general drainage pattern in this area is water drains from the east to the west.
- b. Garver will review as-builts drainage plans (east of the project ROW) for conformance with current Town design criteria.
- c. If the as-builts design meets the current design criteria, discharges from the as-built plans will be utilized. If the as-builts do not meet current criteria, the proposed storm drain design will show revised discharges for the areas flowing toward the Coleman ROW.

- d. Per discussions with the Town of Prosper, the culvert crossing located approximately 225 linear feet south of Dianna Drive was designed for the ultimate condition, however there were some boxes installed with capped ends are not currently in use and will remain capped.
- e. Per TEAMs call with the Town on 1/27/2022, Garver shall maintain the number of active existing boxes (leave caps) and also extend all of the boxes to the west (and cap unused boxes on the downstream end).
- f. No additional hydraulic design and analysis is included in this scope for this crossing. This service can be provided to the Town on an Hourly basis.

II. TASK SUMMARY

Task 1 – Roadway and Drainage Design.

A. CONCEPTUAL DESIGN (30%)

1. Develop conceptual design for the horizontal and vertical geometry design including cross sections. This conceptual design will be utilized to obtain acceptance from the Town and identify any areas of need for proposed ROW and easements.
2. Conceptual design will also have conceptual drainage design included.
3. Prepare roll plots of conceptual roadway design including any ROW/easement needs, and conceptual drainage design.
4. Prepare roll plots of conceptual cross sections.
5. Submit paper copies of conceptual roll plots (assumes 2 copies per concept - 36" wide roll plots in full color) and in PDF format for Town staff review and comments.
6. Conduct Quality Assurance Review of design.
7. Submit Conceptual OPCC.

B. PRELIMINARY DESIGN (60%)

1. Plot existing topographic features on (11" x 17") plan and profile sheets (1"=40' horizontal and 1"=5' vertical).
2. Prepare plan and profile drawings for Coleman Street showing proposed through outside lane top of curbs and existing ground at the existing ROW or proposed ROW where additional ROW is needed.
3. Cover sheet and general notes. Town standard general notes will be provided, no modifications shall be included in this scope.
4. Provide typical roadway sections.
5. Provide horizontal and vertical control within project design area tied to Town of Prosper Benchmarks.
6. Prepare Removal Plans.
7. Signal Replacement Plans. (Only the signal in SW quadrant will be replaced)
 - a. Town will provide existing signal plans.
 - b. Town will provide signal pole finish and all other Town specific specification and design standards.
 - c. Town will provide electric utility company contact for coordination.
 - d. Town to provide current communication method.

Design Assumptions

- a. Utilize TxDOT Traffic Signals standards and specs.
- b. Remove and Replace/Relocate Signal Pole in SW quad (Ground box and conduit to connect to existing traffic signal cabinet)
- c. Install all new signal heads, Opticom, and signing
- d. Reuse existing Camera Detection and ILSN

- e. Install Ped pole with ped head and APS pushbutton for south leg crossing. (Ground box and conduit to connect to existing TRF SIG GB)
 - f. Install new ADA ramp design meeting PROWAG/TDLR requirements for SW quadrant crossing south leg.
 - g. Install pedestrian push buttons (ADA/PROWAG) per the Town's requirements on the NE, NW, and SW quadrants of the intersection.
 - h. Current OHE pole with transformer will need to be relocated. (Traffic signal service point will need to be modified by utility company, a temporary outage will occur Prosper police forces will be utilized for TTC per SP).
 - i. Realign Signal Heads and camera detection on SB on NE quad pole
 - j. Provide AutoTurn analysis of newly aligned LT lanes.
 - k. Landscape signing (Prosper Trail) needs to be removed and replaced west leg.
 - l. Existing cabinet has BBU - Contractor to test and replace batteries if needed (SP).
8. Drainage Area Map for roadway storm sewer.
 9. Drainage Area Map for offsite drainage.
 10. Storm drainage design under roadway within ROW.
 11. Prepare Storm Drain Plan & Profiles.
 12. Prepare Culvert Plan & Profiles.
 13. Prepare Hydrologic and Hydraulic tables associated with proposed storm drain.
 14. Waterline and Sanitary Sewer improvements will be limited to localized improvements where the proposed design creates a conflict with existing conditions. (i.e. adjust SSMH to final grade, relocation of FH's, adjusting WV's, extending stubouts, etc).
 15. Cross Sections @ 50' maximum intervals and at intersections and driveways.
 16. Prepare median landscape plan sheets and coordinate landscape design with irrigation design tasks. Plan sheets will include plant labels and other relevant material callouts, and a plant schedule depicting plant quantities shown on that sheet.
 17. Prepare a general planting notes sheet that includes the Town's and Garver's general planting notes.
 18. Prepare a plant summary sheet indicating total quantities for plant materials, by type, in the project corridor. If space permits, this plant schedule may be located on the General Notes sheet.
 19. Prepare planting detail sheets(s) using standard planting details from the Town (if any) and Garver which depict proper installation of plant materials specified, by type (deciduous tree, evergreen tree, shrub, ornamental grasses, etc.)
 20. Prepare detail sheet(s) for ancillary landscape elements such as mow strips, edging, rock mulch, etc.
 21. Submit two sets of preliminary construction plans (11" x 17") and one PDF at 60% for Town staff review and comments. Also provide OPCC with 60% submittal.
 22. Submit preliminary ROW / Easement parcel legal and exhibit documents if needed based upon 60% design. The Town is expected to pay 100% of the cost per each of these preliminary documents since time and effort will be required to develop them, even if they do not go to a final sign document. We are scoping 10 ROW and 10 easement documents.
 23. Conduct Quality Assurance Review of design.
 24. Prepare and submit invoices with reports indicating work progress and any design issues that may arise.
 25. Maintain contact with the Town personnel during the project design.

C. PRELIMINARY DESIGN (90%)

1. Address 60% review comments
2. Add Quantity sheet(s)
3. Erosion Control Plan (The Stormwater Pollution Prevention Plan, NOI & NOT will be prepared by the Contractor and reviewed by the Town.)

4. Signing and pavement markings
5. Traffic Control plans
6. Town Standard Details and TxDOT Details
7. Conduct Quality Assurance Review of design
8. Prepare opinion of probable cost.
9. Submit two sets of preliminary construction plans (11" x 17") and PDF at 90% for Town staff review and comments.

D. FINAL DESIGN (100%)

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

Task 2 – Topographic & Boundary Survey.

- A. General scope of services and assumptions for topographic survey of Coleman Street within the project limits stated in section 1a and 1b of this document:
 1. Approximately 6,800' of Coleman Street beginning north of Amberly Lane to East 7th Street.
 2. Proposed ROW width is 90 feet. Survey limits will extend approximately 20 feet beyond the proposed or existing ROW unless a fence is present.
 3. The survey limits include the existing street and other improvements on the east side of Coleman.
 4. Channel south of Dianna Drive will be surveyed 50 feet east and west of the existing or proposed ROW.
 5. Channel south of Gorgeous Road will be surveyed 50 feet east and west of the existing or proposed ROW.
 6. Two large storm sewer structures at existing retention pond will be surveyed.
 7. Intersecting streets will be surveyed 100 feet beyond the curb return.
 8. Survey in the railroad ROW is not included.
 9. Determination of railroad ROW is not included.
- B. A standard topographic survey will be performed within project limits.
- C. Surveyor will make a reasonable effort to request Texas811 to completely mark underground utilities within the new topographic survey limits. Garver does not accept responsibility for unresponsiveness by Texas811 or locating utilities not marked by Texas811. Notify Town of any non-responsive ticket requests.
- D. Surveyor will execute a ROW permit for the Town of Prosper to provide locate services on Town utility facilities within the project corridor.
- E. Surveyor will attempt to open any manhole covers that are functioning properly. Assistance may be required from the Town. Surveyor will contact the Town for this assistance. Flowlines will be surveyed if manhole lids can be opened.
- F. Top nut of the water valves will be surveyed within the project limits.
- G. Rectangular utility vaults, hand holes, etc will have at least 3 corners surveyed to determine size.
- H. Circular objects (drilled shafts, manholes, etc) will have the diameter measure and provided.
- I. Survey control will be set at each end of the project and at 500-foot intervals and outside the proposed construction area where possible and tied to Town of Prosper benchmarks.
- J. Survey control or ROW monuments other than iron rods or 'x' cuts in existing concrete will be provided as an additional service.

- K. Resetting disturbed control points for construction shall be an additional service.
- L. Obtain and review all pertinent plats and deeds, locate available boundary monuments in the field, plot deeds and plats, and set down the property boundaries and ROW in CAD.
- M. Proposed ROW and easement parcel exhibits and legal descriptions will be provided as needed. (Assumes 10 ROW documents max and 10 easement documents max)
- N. Title surveys for each parcel shall be provided by the Town if existing easements on unplatted properties must be located.

Task 3 – Subsurface Utility Engineering Services.

- A. Provide Level B SUE for the entire project corridor if the Town of Prosper agrees that it is needed. This item will only be used if the Town of Prosper agrees that the Texas811 locates didn't appear to get enough locates for construction. (Special Services)
- B. Provide Level A SUE at six (6) locations for the existing water line (assumes 8'-12' deep). SUE field services, other than surveying, will be provided by a subcontractor to the surveyor.

Task 4 - Geotechnical Services.

- A. Provide three (3) geotechnical boring samples (assumes 15 feet deep) between Gorgeous Road and Prosper Trail. Two borings will be located on the east side of Coleman in front of Reynolds Middle School and one boring will be located in the existing asphalt in the existing SB lane in front of USPS.
- B. Provide two (2) geotechnical boring samples (assumes 15 feet deep) between Prosper Trail and Talon Lane/Amberly Lane. These will be located approximately where the proposed southbound lanes will be constructed.
- C. The borings will be drilled and tested according to TxDOT requirements.
- D. Representative soil samples will be obtained by means of the split-barrel samplers in accordance with ASTM specifications D-1587 and D-1586, respectively.
- E. Groundwater levels will be measured during drilling and at the completion of each boring.
- F. Drilling equipment will be by truck-mounted drill rig with continuous flight augers.
- G. Geotechnical consultant will contact Texas811, the local "one call" service and Town of Prosper to confirm that the boring locations are not likely to be in conflict with underground public utilities. Gaver will not be responsible for utility repairs where utilities were not correctly marked by public or private agencies.
- H. Geotechnical consultant will execute a ROW permit for the Town of Prosper to provide locate services on Town utility facilities within the project corridor.
- I. Upon completion of subsurface exploration drilling, each excavation will be backfilled with the excavated soil and the pavement patched (if within existing paving limits). Some disturbance to off-pavement/gravel covered surface areas may occur. Attempts to minimize such disturbance will be made.
- J. Laboratory testing of representative soil samples will be performed to determine physical and engineering properties of the soil. The laboratory testing may include moisture content, Atterberg limits, gradation, unconfined compression tests, soluble sulfate and CUPP Triaxial tests.
- K. The results of the field and laboratory data will be evaluated to develop geotechnical recommendations and prepare an engineering report. The report will include the following items:
 - 1. Observations from site reconnaissance including current site conditions, surface drainage features, and surface topographic conditions.
 - 2. A review of the published soil and geologic conditions and their relevance to this planned roadway construction.
 - 3. A subsurface characterization and a description of the field exploration and laboratory tests performed. Groundwater concerns relative to the planned construction, if any, will be summarized.

4. Final logs of the soil borings and records of the field exploration in accordance with the standard practice of geotechnical engineers, and the results of the laboratory tests will be noted on the final boring logs or included on a separate test report sheet.
5. Soil parameters for use in the underground drainage design based on the soil borings.
6. Determination of adequacy for the Town of Prosper's paving recommendation for the Eagle Ford Formation.

Task 5 – Bid Phase Services – This scope assumes that project 2141-ST and 2142-ST will be bid at the same time. If the Town decides to bid these two projects separately, additional fee will be needed through a contract amendment.

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

Task 6 – Construction Administration

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

Task 7 – Record Drawings

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

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

- A. Street Illumination
- B. Paving recommendations beyond determining the adequacy of the Town's general requirements for the Eagle Ford Formation guidance.
- C. Bid Phase Services for bidding 2141-ST and 2142-ST separately
- D. Bid Tabulation
- E. Coordination or any design on Railroad ROW
- F. CLOMR, LOMR, and any other FEMA coordination
- G. Hydraulic design of the culvert crossing located approximately 225 linear feet south of Dianna Drive
- H. TDLR review, filing, and permitting/filing fees
- I. Franchise Utility coordination or conflicts; drawing in proposed new locations into CADD design plans.
- J. Waterline and Sanitary Sewer Design
- K. Detention Design
- L. Any wetland and stream permitting including any mitigation planning.
- M. Additional survey due to development that occurs after initial topographic survey has been completed.
- N. Design plan changes due to development that occurs after 60% plans have been completed.
- O. Design or standard drawing changes that occurs after 60% plans have been completed.
- P. Title surveys for each parcel shall be provided by the client if existing easements on unplatted properties must be located
- Q. Locating utilities not marked by Texas811 in areas of new survey under this scope.
- R. Drawing in existing franchise utility locations, other than provided by the Surveyor as marked by Texas811 for new survey under this scope.

- S. Opening Town manholes that are bolted shut
- T. Trench excavation safety plan.
- U. Gabion Design
- V. Material testing and sampling of existing structural elements
- W. Preparing retaining or sound wall details.
- X. Agency and utility coordination (e.g. BNSF, TxDOT, USACE, etc.).
- Y. On-site meetings or other meetings other than those listed above.
- Z. Site visits by geotechnical consultant other than initial site visit to confirm utility and proposed boring locations.
- AA. Public Meetings
- BB. Deed Research
- CC. Environmental investigation
- DD. Title searches, boundary surveys, or property surveys
- EE. Services in connection with condemnation hearings
- FF. Custom Pedestrian or Custom Traffic Rail Details.
- GG. Letter of Recommendation for Construction Contract
- HH. Traffic/Intersection Items pertaining to the Coleman Street at Prosper Trail Intersection:
 - a. No modification to signal phasing
 - b. No signal timing study and or timing plans will be made.
 - c. No modification to the existing traffic signal cabinet will be made.
 - d. Maintain existing ground boxes and conduit entering existing traffic signal cabinet (no new conduits will be installed).
 - e. No new communication (FO or cellular modem will be made).
 - g. No improvements or modifications to the existing traffic signal in NW corner.

III. DELIVERABLES

| | |
|--|---|
| Task 1 – Roadway and Drainage Design | Prepare 2 copies per concept- 36” wide roll plots in full color along with PDF copies Prepare 6 – 11 x 17 paper set of plans along with a PDF copies Provide an OPCC with all % submittals |
| Task 2 – Topographic survey | Provide survey CADD files; up to 10 ROW and 10 Easement documents (originals) |
| Task 3 – Subsurface Utility Engineering Services | Provide Level B SUE services throughout the project corridor upon the Town’s agreement; limited Level “A” SUE for existing waterline depth determination. |
| Task 4 – Geotechnical Services | PDF final geotechnical report |
| Task 5 – Bid Phase Services | Prepare 11x17 PDF set of Plans for Bidding and any other items such as excel files of bid items & quantities along with any project specific detail/specifications. The Town will generate the Bid Book PDF Conformed Construction Plans |
| Task 6 – Construction Administration | Attend meeting, review submittals, modify plans for unforeseen field conditions |
| Task 7 - Record Drawings | One (1) PDF copy of each sheet of the record drawings & CAD files |

**EXHIBIT B
COMPENSATION SCHEDULE
PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND GARVER, LLC
FOR THE COLEMAN STREET RECONSTRUCTION AND WIDENING PROJECT
PRJ # 2141-ST COLEMAN STREET RECONSTRUCTION AND WIDENING – FROM GORGEOUS ROAD TO
PROSPER TRAIL
PRJ # 2142-ST COLEMAN STREET WIDENING – FROM PROSPER TRAIL TO TALON LANE/AMBERLY LANE**

I. COMPENSATION SCHEDULE

| Task | Completion Schedule | Compensation Schedule |
|---|--------------------------------------|----------------------------------|
| Notice-to-Proceed | 2/2022 | |
| Task 1 - Roadway & Drainage Preliminary Design 30% | 9/2022 | \$208,410.00 |
| Assumes 3 weeks for Town Review | 10/2022 | |
| Roadway & Drainage Preliminary Design 60% | 2/2023 | \$221,876.00 |
| Assumes 4 weeks for Town Review | 3/2023 | |
| Roadway & Drainage Preliminary Design 90% | 6/2023 | \$175,688.00 |
| Assumes 3 weeks for Town Review | 7/2023 | |
| Task 1 - Roadway & Drainage Final Design | 9/2023 | \$75,204.00 |
| Assumes 2 weeks for Town Review | 10/2023 | |
| Task 2 – Topographic & Boundary Survey | 6/2022 | \$65,560.00 |
| Prepare ROW Docs. (Est 10 parcels at \$1,344 each) | 4/2023 | \$13,200.00 |
| Prepare Easement Docs. (Est 10 Esm't at \$1,100 each) | 4/2023 | \$11,000.00 |
| Set Property Corners (Est 10 parcels at \$330 each) | 4/2023 | \$3,300.00 |
| Additional Topo Survey (if needed) | 4/2023 | \$5,000.00 |
| Task 3 - Level B SUE (if needed) | 10/2022 | \$26,950.00 |
| Task 3 - Level A SUE (Apprx. 6 locates) (exist Utils to remain) | 4/2023 | \$8,910.00 |
| Task 4 – Geotechnical Services | 6/2022 | \$25,162.50 |
| Task 5 – Bid Phase Services | 12/2023 | \$8,335.00 |
| Task 6 – Construction Administration | 1.5 years | \$8,469.00 |
| Task 7 – Record Drawings | 2 weeks after contractor redlines | \$4,356.00 |
| Total Compensation | | \$861,420.50 |

II. COMPENSATION SUMMARY

| Basic Services (Lump Sum) | Amount |
|--|---------------------|
| Task 1 - Roadway & Drainage Preliminary Design | \$605,974.00 |
| Task 1 - Roadway & Drainage Final Design | \$75,204.00 |
| Task 2 – Topographic & Boundary Survey | \$65,560.00 |
| Task 4 - Geotechnical Services | \$25,162.50 |
| Task 6 – Bidding Phase Services | \$8,335.00 |
| Task 7 – Construction Administration | \$8,469.00 |
| Task 8 - Record Drawings | \$4,356.00 |
| Total Basic Services: | \$793,060.50 |

| Special Services | Amount |
|--|--------------------|
| Task 2 – Additional Topo Survey (Hourly NTE) | \$5,000.00 |
| Task 2 – Prepare ROW Docs (10 @ \$1,320/ea) | \$13,200.00 |
| Task 2 – Prepare ESMT Docs (10 @ \$1,100/ea) | \$11,000.00 |
| Task 2 – Set Property Corners (10 @ \$330/ea) | \$3,300.00 |
| Task 3 – Level B SUE (Lump Sum – if needed) | \$26,950.00 |
| Task 3 - Level A SUE (8'-12' Deep)(6 @ \$1,485/ea) | \$8,910.00 |
| Total Special Services: | \$68,360.00 |

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

EXHIBIT C

INSURANCE REQUIREMENTS

Service provider shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by the service provider. A certificate of insurance meeting all requirements and provisions outlined herein shall be provided to the Town prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. ISO Form Number GL 00 01 (or similar form) covering Commercial General Liability. "Occurrence" form only, "claims made" forms are unacceptable, except for professional liability.
2. Workers Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
3. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract.
4. Professional Liability, also known as Errors and Omissions coverage.

B. MINIMUM LIMITS OF INSURANCE

Service Provider shall maintain throughout contract limits not less than:

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

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The Town, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the provider, products and completed operations of the provider, premises owned, occupied or used by the provider. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.
- b. The provider's insurance coverage shall be primary insurance in respects to the Town, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the provider's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its officers, officials, employees, boards and commissions or volunteers.
- d. The provider's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the insured's limits of liability.

2. Workers Compensation and Employer's Liability Coverage:

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

3. All Coverages:

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after 30 days written notice to the Town for all occurrences, except 10 days written notice to the Town for non-payment.

4. Professional Liability and / or Errors and Omissions:

"Claims made" policy is acceptable coverage, which must be maintained during the course of the project, and up to two (2) years after completion and acceptance of the project by the Town.

E. ACCEPTABILITY OF INSURERS

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

F. VERIFICATION OF COVERAGE

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

Certificate holder to be listed as follows:

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

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
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EXHIBIT E CONFLICT OF INTEREST QUESTIONNAIRE

| CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity | | FORM CIQ |
|--|--|--|
| <p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p> | | OFFICE USE ONLY <div style="border: 1px solid black; height: 100px; width: 100%;"></div> |
| 1 | Name of vendor who has a business relationship with local governmental entity. <div style="text-align: center;">N/A</div> | |
| 2 | <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.) | |
| 3 | Name of local government officer about whom the information is being disclosed. <div style="text-align: center;">N/A</div> <div style="text-align: center; font-size: small;">Name of Officer</div> | |
| 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. <div style="margin-left: 40px;"> <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> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <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> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> </div> | |
| 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. | |
| 6 | <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1). | |
| 7 | <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;"> Signature of vendor doing business with the governmental entity </div> <div style="text-align: center;"> 2/8/2022 Date </div> </div> | |