

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
BETWEEN THE TOWN OF PROSPER, TEXAS, AND  
STANTEC CONSULTING SERVICES INC. FOR  
LEGACY DRIVE TRAFFIC SIGNALS AND,  
FIRST/WINDSONG INTERSECTION ANALYSIS  
PROJECT NUMBER 2404-TR**

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 **Two Signal Warrant Studies, an Operational Analysis and the Final Design of 2404-TR Traffic Signal at First Street & Legacy Drive and Prairie Drive & Legacy 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 Twenty Eight Thousand Dollars (\$128,000) 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: Dave N Carter  
Signature

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

Dave Carter  
Printed Name

Mario Canizares  
Printed Name

Principal  
Title

Town Manager  
Title

03/15/2024  
Date

\_\_\_\_\_  
Date

**EXHIBIT A  
SCOPE OF SERVICES**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
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LEGACY DRIVE TRAFFIC SIGNALS AND,  
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PROJECT NUMBER 2404-TR**

**I. PROJECT DESCRIPTION**

This project includes the preparation of two traffic signal warrant studies (First Street at Legacy Drive and Legacy Drive at Prairie Drive), an Operational Analysis for First Street at Windsong Parkway, and the design of a new traffic signal for First Street at Legacy Drive. The traffic signal will likely be needed soon after two current projects, including the widening of First Street and the extension of the Legacy Drive between Prairie Drive and First Street are completed. The widening of First Street is currently under construction and will include all four approaches of the Legacy Drive intersection, though initially it will only be T-intersection from the north until the south approach of Legacy Drive is extended. The south extension of Legacy Drive from First Street down to Prairie Drive will begin construction shortly. Completion of that project will result in a wide intersection of two 4-lane divided roadways with exclusive left-turn turnbays and wide medians for future expansion.

Future development and traffic forecasts indicate that these traffic signals will be warranted in the future. The warrant study will help determine approximately when it will be warranted.

Proposed intersection improvements to be included with the signal design will include ADA compliant pedestrian ramps and straight crosswalks.

Teague Nall and Perkins, Inc. (TNP) has developed design plans for the widening of First Street including the future intersection of First Street and Legacy Drive. Kimely Horn & Associates (KHA) has prepared design plans for the extension of Legacy Drive from Prairie Drive to First Street. It is assumed that the engineering CADD and survey files for both of those projects will be provided to Stantec to use as design base files.

Stantec will design the new traffic signal 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, mast arm-mounted signs, and pedestrian pole assemblies as needed. 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 traffic signal design guidelines state that directional curb ramps should be located to provide straight crosswalks which may require ADA ramp and/or median nose modifications at the intersection. Stantec will provide a preliminary intersection layout at the 30% design level for a coordination meeting with the Town staff to evaluate the potential impact to these elements. It is assumed that any revisions would be included as part of Stantec's signal design construction plans, but they could be incorporated into change orders for the First Street widening project if the Town desires.

The traffic signal plans will be developed based on engineering design CADD files provided by TNP and KHA. 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 Warrant Studies and Operational Analysis (complete by June 14, 2024)**

This analysis includes Signal Warrant Studies at two intersections (Legacy Drive at First Street and Legacy Drive at Prairie Drive) as well as an Operational Analysis for First Street at Windsong Parkway to determine if a southbound Left-Turn lane needs to be added within the median to match the northbound approach.

The following tasks will be performed to complete the analysis:

- 1) Meetings: Stantec staff will attend up to one (1) meeting as part of this scope to review the results of the study with the Town.
- 2) Site Visit and design plan reviews: A site visit will be conducted by Stantec staff to obtain information about the existing surrounding roadway network as well as all geometric and operational aspects. Design plans for the widening of First Street will also be reviewed to evaluate warrants for the future condition. These reviews include the following:
  - a) Location of pedestrian facilities and school zones
  - b) Land use surrounding each intersection,
  - c) Near-by traffic generators,
  - d) Additional intersection specific issues that may warrant a signal,
  - e) Intersection Sight distance,
  - f) Safety considerations,
  - g) Intersection photos needed to show any operational issues, and
  - h) Any operational factors that may affect the intersection.
  - i) The study intersections include the following:
    - (a) First Street at Legacy Drive – Legacy Drive will be extended to the south in the near future.
    - (b) Legacy Drive at Prairie Drive
    - (c) First Street at Windsong Parkway
- 3) Existing Data Collection:
  - a) 24-Hour Approach Counts: automated 24-hour counts will be collected for each approach to the study intersection. The counts will be collected in 15-minute increments. All traffic data will be collected on a typical weekday when area schools are in session.
  - b) Crash Data: Stantec engineers will request collision information for the study intersections.
- 4) Forecasted Traffic Volumes: Stantec will review recent traffic studies and establish projections of traffic based on the Town's Comprehensive Plan and data available from NCTCOG and TxDOT for the area to determine short- and long-term traffic volume forecasts for the intersection after Legacy is extended.
- 5) Signal Warrant: Stantec engineers will evaluate the warrants for the installation of a traffic signal presented in the latest edition of the Texas Manual on Uniform Traffic Control Devices. A new version of the Federal MUTCD has recently been released and Stantec will evaluate the new warrant requirements and guidelines to determine if they impact the results of the study.
- 6) Operational Analysis: Stantec engineers will evaluate the existing traffic operations at First Street at Windsong Parkway using a SYNCHRO to determine the peak period level of service for each movement and

will evaluate a cost-benefit analysis of adding a southbound left-turn lane.

- 7) Summary Report: When the study is complete, a draft report summarizing the traffic signal warrant studies will be prepared and submitted to the Town for review. Stantec engineers will revise the report to address review comments received, finalize the report, and submit a PDF copy to the Town. All raw traffic volume data will be included as appendices to the report.

#### Task 2 - Traffic Signal Design. (NTP June 14 following Warrant Study Results)

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) virtual meeting with Town staff to discuss traffic signal design criteria.
  - Attend one (1) meeting (in-person, in the field if possible) for 30% review - Stantec engineers will conduct a site visit at the intersection with the Town of Prosper Engineering Department to review the potential 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. A field review of the 30% plans may not be possible due to the current widening construction of First Street so this meeting may be virtual if necessary.
  - Attend one (1) virtual design review meeting with Town staff following the 60% and 90% design plan reviews.
4. Prepare 30% signal design plans (complete by August 01, 2024)
  - Develop plan sheets for a permanent traffic signal based on base files provided by the Town from other consultants.
  - The 30% traffic signal design plans will show location of the proposed controller cabinet, traffic signal poles, ADA ramps and median nose modifications for a starting design discussion that will occur in the field (if possible) with the Town.
5. Prepare 60% signal design plans (complete by October 01, 2024)
  - Traffic signal layout sheet(s) showing traffic 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, pull 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.
  - Traffic 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 January 10, 2024)
    - Receive comments from the Town on the preliminary plans and incorporate into plans.
    - Traffic signal layout sheet(s) showing traffic 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, pull 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
      - Traffic 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 March 14, 2025):
    - 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 3 - 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 (1) field visit may be necessary to meet a contractor in the field to discuss any design issues that may occur during construction.



Task 4 – 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.

#### 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.
- 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 timing is not included in the scope of services.
- Illumination design is not included in the scope of services, except for one (1) 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 are not included in the scope of services.
- Construction inspection services are not included in the scope of services.
- As-built surveys of constructed improvements are not included in the scope of services.
- Public hearings or Town Council/Commission meetings are not included in the scope of services.
- Attendance at a utility coordination meeting to start the relocation process with affected franchise utilities is not included in the scope of services. 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 are 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 are 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 Warrant Study

One (1) PDF copy of the Draft Warrant Study  
One (1) PDF copy of the Final Warrant Study

Task 2 – 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 4 - 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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PROJECT NUMBER 2404-TR**

**I. COMPENSATION SCHEDULE**

Task	Completion Schedule	Compensation Schedule
Notice-to-Proceed	April 1, 2024	
<b><u>Legacy Drive Signals</u></b>		
Task 1 - Signal Warrant Studies and Ops Analysis	June 14, 2024	\$22,000
Task 2 - Traffic Signal and ADA Designs	March 14, 2025	\$88,000
Task 3 – Bidding and Construction Phase Services	TBD	\$13,000
Task 4 – Record Drawings	TBD	\$5,000
<b>Total Compensation</b>		<b>\$128,000</b>

**II. COMPENSATION SUMMARY**

Basic Services	Billing Method	Amount
Task 1 - Signal Warrant Studies and Ops Analysis	Lump Sum (percent complete)	\$22,000
Task 2 - Traffic Signal and ADA Designs	Lump Sum (percent complete)	\$88,000
Task 3 – Bidding and Construction Phase Services	Time & Materials	\$13,000
Task 4 – Record Drawings	Lump Sum (percent complete)	\$5,000
<b>Total Basic Services:</b>		<b>\$128,000</b>

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

Direct Expenses	Amount
None	\$0
<b>Total Direct Expenses:</b>	<b>\$0</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  
STANTEC CONSULTING SERVICES INC. FOR  
LEGACY DRIVE TRAFFIC SIGNALS AND,  
FIRST/WINDSONG INTERSECTION ANALYSIS  
PROJECT NUMBER 2404-TR**

THE STATE OF TEXAS                                     §  
   §  
COUNTY OF \_\_\_\_\_                                 §

I, \_\_\_\_\_, 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Official / Title


BEFORE ME, the undersigned authority, this day personally appeared \_\_\_\_\_ 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission expires: \_\_\_\_\_

**EXHIBIT E  
CONFLICT OF INTEREST QUESTIONNAIRE**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>
<b>For vendor doing business with local governmental entity</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>	
<p><b>1 Name of vendor who has a business relationship with local governmental entity.</b></p> <p align="center">Stantec Consulting Services Inc.</p>	<p>Date Received</p>	
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p><b>3 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 align="center">N / A</p> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p align="center"> <input type="checkbox"/> Yes      <input checked="" 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 checked="" 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 align="center">N / A</p>		
<p><b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p><b>7</b></p> <p align="center">             Signature of vendor doing business with the governmental entity         </p> <p align="right"> <u>03/15/2024</u>            Date         </p>		