

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
BETWEEN THE TOWN OF PROSPER, TEXAS, AND FREESE AND NICHOLS, INC.  
FOR THE PUBLIC WORKS AND PARKS AND RECREATION FACILITY MASTER PLAN PROJECT**

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 Freese and Nichols, Inc., a company authorized to do business in Texas, acting through a duly authorized officer, hereinafter called "Consultant," relative to Consultant providing professional engineering services to Town. Town and Consultant when mentioned collectively shall be referred to as the "Parties."

**WITNESSETH:**

**WHEREAS**, Town desires to obtain professional engineering services in connection with the **Public Works And Parks And Recreation Facility Master Plan Project**, 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-Four Thousand Eight Hundred (\$104,800) 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:

Freese and Nichols, Inc.  
Vimal Nair, PE Vice President  
801 Cherry Street, Suite 2800  
Fort Worth, TX 76102  
vrn@freese.com

Town of Prosper  
Town Secretary  
PO Box 307  
Prosper, TX 75078  
mlsirianni@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\_\_\_\_.

**FREESE AND NICHOLS, INC.**

**TOWN OF PROSPER, TEXAS**

By:   
\_\_\_\_\_  
Signature  
  
Vimal Nair, PE  
\_\_\_\_\_  
Printed Name  
  
Vice President  
\_\_\_\_\_  
Title  
  
7/21/2022  
\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Signature  
  
David F. Bristol  
\_\_\_\_\_  
Printed Name  
  
Mayor  
\_\_\_\_\_  
Title  
  
\_\_\_\_\_  
Date

**EXHIBIT A  
SCOPE OF SERVICES**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
BETWEEN THE TOWN OF PROSPER, TEXAS, AND FREESE AND NICHOLS, INC.  
FOR THE PUBLIC WORKS AND PARKS AND RECREATION FACILITY MASTER PLAN PROJECT**

**I. PROJECT DESCRIPTION**

The Town of Prosper (ToP), Texas, desires a Facility Master Plan to consolidate the Town's Departments of Public Works and Parks and Recreation at a single site as the Town's population grows. Currently, with a population of 35,000, the Town is expected to grow to 70,000 to 100,000 in the next decade. Working with the Town's administration and the Departments' leadership, Freese and Nichols, Inc. (FNI), will project the potential growth of the two Departments in terms of number of staff and their roles, space needs, and operational requirements such as number and types of vehicles, storage needs, etc. The goal will be to determine the size and type of facility required leading to a conceptual master plan for the Departments. The master plan's project site will be an expansion of the current Public Works facility east of Cook Lane. Phasing and potential future expansion of the facility will be considered. A fueling station will be included in the master plan.

**II. TASK SUMMARY**

General Requirements

Project administration: FNI will provide overall project administration including contracting, monthly One Page Reports, monthly invoicing, and coordination with sub-consultants.

Project meetings: FNI will participate in up to three (3) project meetings with the Town in addition to the meetings specifically identified here-in. The meetings shall be virtual conference calls, not in person in Town.

QC/QA: FNI will conduct internal Quality Control/ Quality Assurance of documents prior to each milestone submittal.

Task 1 - Discovery.

1.1 Data collection and review: ToP will provide to FNI relevant project data including, but not limited to, existing current Departments' floor and site plans; previous master plans, reports and studies; and the Town's and Departments' organizational charts and staffing. FNI will review materials received from ToP.

1.2 Project kick-off meeting in Prosper: FNI will conduct a comprehensive project kick-off meeting in Prosper to introduce the FNI team and ToP personnel. Meeting agenda will include review of master plan scope, communications, project schedule, and future meetings.

1.3 Interviews: Following the kick-off meeting, FNI will conduct up to three interview meetings with selected ToP officials and heads of the two Departments. Prior to the interviews, FNI will distribute survey forms to assist in the interviews. Issues to be addressed will include future growth, functional, organizational, and operational requirements for the Departments.

1.4 Site visits: With Departments' staff and utilizing ToP documents such as buildings' and site plans, FNI will tour existing Public Works and Parks and Recreation facilities. (Tasks 1.2, 1.3, and 1.4 will take place over one full day in Prosper).

Task 2 - Programming.

2.1 Preliminary needs analysis: Based upon the interviews in Task 1.3 above, FNI will provide a summary of significant needs, rooms, sizes, functions, departmental organization and staffing, and intradepartmental relationships and adjacencies, parking requirements, storage requirements, and lay down areas.

2.2 Analysis review: In a virtual follow-up meeting, FNI will review the findings and recommendations of the needs

analysis with ToP. Based upon any comments received from ToP, FNI will make any necessary adjustments.

2.3 Draft space program: FNI will develop a draft detailed space program which will include the following:

Type and amount of space required for administrative offices, customer service areas, open areas, conference/training areas, and support areas.

Recommendations on departments' internal organizations.

Recommendations on the new facility.

Recommendations on current inventory, warehousing, and lay-down needs.

Recommendations on number and type (visitor, staff, Town vehicle) of parking spaces, loading zones, and their locations.

2.4 Draft space program review: FNI will distribute the draft space program to ToP and will conduct a virtual follow-up review meeting of the draft space program with ToP.

2.5 Final space program: Based upon any comments received in Task 2.4, FNI will prepare a final space program and will distribute it to ToP.

### Task 3 – Concept Master Plan.

3.1 Alternative concept master plans: Based upon the final program in Task 2.5 above, FNI will prepare two (2) alternative concept master plans for the Departments' facility at the site along Cook Lane. These alternative concept master plans will be in sketch form and will be distributed to ToP for review.

3.2 Alternative concept master plans review: In an in-person meeting with ToP, FNI will present each of the alternative concept master plans in Task 3.1. A preferred conceptual master plan will be selected for further refinement by FNI.

3.3 Preferred master plan: The preferred conceptual master plan under Task 3.2 will be used for further development of the facility master plan. FNI will distribute the facility master plan to ToP for review.

3.4 Preferred master plan review: In a virtual meeting with the ToP, FNI will present the proposed facility master plan. Following the meeting, FNI will make any minor revisions to the facility master plan.

### Task 4 – Final Master Plan and Report.

4.1 Draft final facility master plan and report: FNI will prepare the draft final master plan and report to include findings and recommendations from previous tasks above. The report may include options for phasing of the facility. The report will consist of narrative and floor and site plans of the recommended improvements. FNI will distribute the draft to ToP for review and comments.

4.2 Opinion of probable construction cost (OPCC): For the master plan, FNI will prepare an order of magnitude cost estimate (AACE Level 5 estimate based upon square foot costs) for the facility master plan. This will be distributed to ToP for review and comments along with the draft in Task 4.1 above.

4.3 Draft final facility master plan and report review: Through a virtual meeting with ToP, FNI will present the draft final facility master plan and report along with the associated OPCC.

4.4 Final facility master plan and report: FNI will incorporate any comments received from ToP on the draft master plan and report into the final facility master plan and report. FNI will distribute the final facility master plan and report to ToP.

### Task 5 – Special Services

5.1 Plat: Through FNI's sub-consultant Brittain & Crawford, LLC, FNI will provide a plat of the site based upon the final facility master plan.

## **III. DELIVERABLES**

All interim submittals for review will be electronic. The final facility master plan and report will be 8 copies, 11" x 17", bound and an electronic copy, pdf format.

#### **IV. EXCLUSIONS**

1. Programming, planning, and assessments for other Town facilities are excluded.
2. Existing facilities' condition assessments are excluded.
3. Architectural renderings or models of facilities are excluded.
4. Extensive field verification of existing facilities is excluded.
5. Interior design of the facilities is excluded.
6. LEED certification is excluded.
7. Site topographic survey and geotechnical engineering are excluded.
8. Hazardous materials testing and environmental services are excluded.
9. Final design and construction documentation are excluded.
10. Public meetings are excluded.
11. Improvements to adjacent off-site infrastructure including utilities and roadways are excluded.
12. Traffic impact assessments are excluded.

#### **V. ASSUMPTIONS**

1. Providing assessments and/or programming of additional facilities will be an addition service.
2. Additional meetings in Prosper other than those noted above will be an additional service.
3. Providing cost estimates other than those noted above will be an additional service.
4. Making revisions to previously approved documents will be an additional service.

#### **VI. SCHEDULE**

See attached Project Schedule.

**EXHIBIT B  
COMPENSATION SCHEDULE**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
BETWEEN THE TOWN OF PROSPER, TEXAS, AND FREESE AND NICHOLS, INC.  
FOR THE PUBLIC WORKS AND PARKS AND RECREATION FACILITY MASTER PLAN PROJECT**

**I. COMPENSATION SCHEDULE**

Task	Completion Schedule	Compensation Schedule
Notice-to-Proceed	Month Year	
Task 1 - Discovery	September 2022	\$16,200
Task 2 - Programming	November 2022	\$19,650
Task 3 – Concept Master Plan	January 2023	\$26,000
Task 4 – Final Master Plan	March 2023	\$25,700
Task 5 – Special Services - Plat	April 2023	\$17,250
<b>Total Compensation</b>		<b>\$104,800</b>

**II. COMPENSATION SUMMARY**

Basic Services (Lump Sum)	Amount
Task 1 - Discovery	\$16,200
Task 2 - Programming	\$19,650
Task 3 – Concept Master Plan	\$26,000
Task 4 – Final Master Plan	\$25,700
<b>Total Basic Services:</b>	<b>\$87,550</b>

Special Services (Hourly Not-to-Exceed)	Amount
Task 5 – Special Services - Plat	\$17,250
<b>Total Special Services:</b>	<b>\$17,250</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

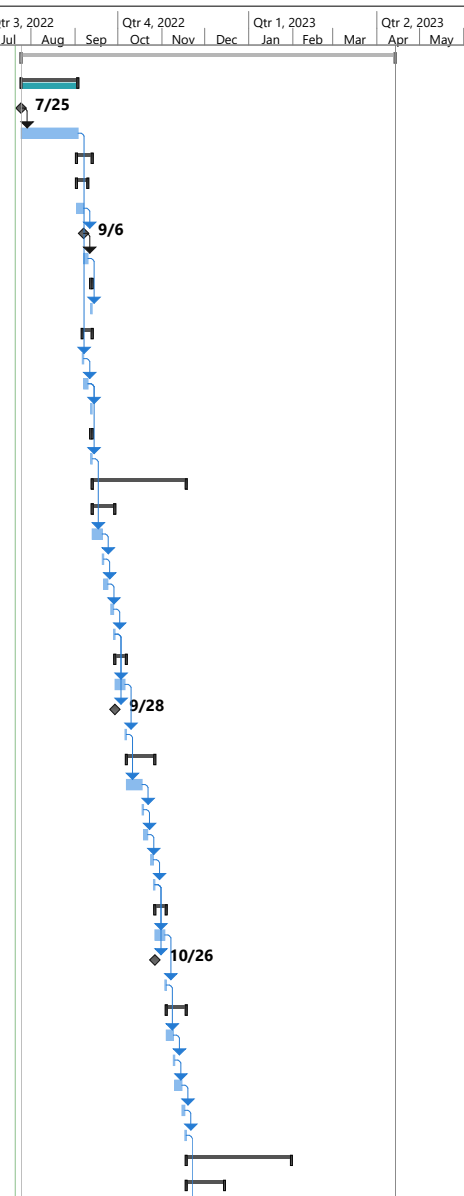


## EXHIBIT E CONFLICT OF INTEREST QUESTIONNAIRE

<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</b> Name of vendor who has a business relationship with local governmental entity.</p>	<p>Date Received</p>	
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p><b>3</b> Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p><b>4</b> Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;">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 style="margin-left: 80px;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p style="margin-left: 40px;">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 style="margin-left: 80px;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p>		
<p><b>5</b> Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</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 style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity      Date</p>		

## Town of Prosper Needs Assessment and Programming

ID	Task Mode	Task Name	Duration	% Complete	Start	Finish	Qtr 3, 2022				Qtr 4, 2022				Qtr 1, 2023			Qtr 2, 2023	
							Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	
0		<b>Town of Prosper Facilities Needs Assessment and Programming Schedule</b>	<b>185 days</b>	<b>0%</b>	<b>Mon 7/25/22</b>	<b>Thu 4/13/23</b>													
1		<b>Proposal</b>	<b>30 days</b>	<b>0%</b>	<b>Mon 7/25/22</b>	<b>Fri 9/2/22</b>													
2		Submit proposal to City of Prosper	0 days	0%	Mon 7/25/22	Mon 7/25/22													
3		Town of Prosper to review	30 days	0%	Mon 7/25/22	Fri 9/2/22													
4		<b>Phase I- Discovery</b>	<b>6 days</b>	<b>0%</b>	<b>Fri 9/2/22</b>	<b>Mon 9/12/22</b>													
5		<b>1.1 Data collection and review:</b>	<b>5 days</b>	<b>0%</b>	<b>Fri 9/2/22</b>	<b>Fri 9/9/22</b>													
6		Town of Prosper to collect existing building data	2 days	0%	Fri 9/2/22	Tue 9/6/22													
7		Town of Prosper to send existing building data to FNI	0 days	0%	Tue 9/6/22	Tue 9/6/22													
8		FNI to review existing building data	3 days	0%	Wed 9/7/22	Fri 9/9/22													
9		<b>1.2 Project Kick Off meeting in Prosper:</b>	<b>1 day</b>	<b>0%</b>	<b>Mon 9/12/22</b>	<b>Mon 9/12/22</b>													
10		Kick Off meeting	1 day	0%	Mon 9/12/22	Mon 9/12/22													
11		<b>1.3 Interviews</b>	<b>5 days</b>	<b>0%</b>	<b>Tue 9/6/22</b>	<b>Mon 9/12/22</b>													
12		FNI will develop survey form for interviews	1 day	0%	Tue 9/6/22	Tue 9/6/22													
13		Town of Prosper officials to fill out the survey forms one week prior to interviews	3 days	0%	Wed 9/7/22	Fri 9/9/22													
14		FNI to perform Interviews	1 day	0%	Mon 9/12/22	Mon 9/12/22													
15		<b>1.4 Site Visit</b>	<b>1 day</b>	<b>0%</b>	<b>Mon 9/12/22</b>	<b>Mon 9/12/22</b>													
16		Site Visit to Public Works and Parks and Recreation Facilities	1 day	0%	Mon 9/12/22	Mon 9/12/22													
17		<b>Phase II- Programming Report</b>	<b>48 days</b>	<b>0%</b>	<b>Tue 9/13/22</b>	<b>Thu 11/17/22</b>													
18		<b>2.1 Preliminary Needs Analysis</b>	<b>12 days</b>	<b>0%</b>	<b>Tue 9/13/22</b>	<b>Wed 9/28/22</b>													
19		FNI to prepare Preliminary needs analysis section for the Draft Programming Report	5 days	0%	Tue 9/13/22	Mon 9/19/22													
20		Submit preliminary needs analysis for FNI IQC	1 day	0%	Tue 9/20/22	Tue 9/20/22													
21		FNI IQC period	3 days	0%	Wed 9/21/22	Fri 9/23/22													
22		Address IQC comments	2 days	0%	Mon 9/26/22	Tue 9/27/22													
23		Submit written narrative to the City	1 day	0%	Wed 9/28/22	Wed 9/28/22													
24		<b>2.2 Analysis Review</b>	<b>6 days</b>	<b>0%</b>	<b>Wed 9/28/22</b>	<b>Thu 10/6/22</b>													
25		City to Review Written Narrative	5 days	0%	Thu 9/29/22	Wed 10/5/22													
26		FNI to schedule virtual conference call	0 days	0%	Wed 9/28/22	Wed 9/28/22													
27		Review meeting (Virtual Teleconference)	1 day	0%	Thu 10/6/22	Thu 10/6/22													
28		<b>2.3 Draft space program: FNI will develop a draft detailed space program</b>	<b>14 days</b>	<b>0%</b>	<b>Fri 10/7/22</b>	<b>Wed 10/26/22</b>													
29		Prepare Draft Space Program	7 days	0%	Fri 10/7/22	Mon 10/17/22													
30		Submit draft space program for FNI IQC	1 day	0%	Tue 10/18/22	Tue 10/18/22													
31		FNI IQC period	3 days	0%	Wed 10/19/22	Fri 10/21/22													
32		Address IQC comments	2 days	0%	Mon 10/24/22	Tue 10/25/22													
33		Submit Draft Space Program to the City for review	1 day	0%	Wed 10/26/22	Wed 10/26/22													
34		<b>2.4 Draft Space Program Review</b>	<b>6 days</b>	<b>0%</b>	<b>Wed 10/26/22</b>	<b>Thu 11/3/22</b>													
35		Town of Prosper to review Draft Space Program	5 days	0%	Thu 10/27/22	Wed 11/2/22													
36		FNI to schedule virtual conference call	0 days	0%	Wed 10/26/22	Wed 10/26/22													
37		Review meeting (Virtual Teleconference)	1 day	0%	Thu 11/3/22	Thu 11/3/22													
38		<b>2.5 Prepare Final Space Program Report</b>	<b>10 days</b>	<b>0%</b>	<b>Fri 11/4/22</b>	<b>Thu 11/17/22</b>													
39		FNI to incorporate Town of Prosper comments	3 days	0%	Fri 11/4/22	Tue 11/8/22													
40		Submit draft space program for FNI IQC	1 day	0%	Wed 11/9/22	Wed 11/9/22													
41		FNI IQC period	3 days	0%	Thu 11/10/22	Mon 11/14/22													
42		Address IQC comments	2 days	0%	Tue 11/15/22	Wed 11/16/22													
43		Submit Final Space Program Report	1 day	0%	Thu 11/17/22	Thu 11/17/22													
44		<b>Phase III- Concept Master Plan</b>	<b>49 days</b>	<b>0%</b>	<b>Fri 11/18/22</b>	<b>Mon 1/30/23</b>													
45		<b>3.1 Prepare Alternative Master Conceptual Plans</b>	<b>17 days</b>	<b>0%</b>	<b>Fri 11/18/22</b>	<b>Wed 12/14/22</b>													

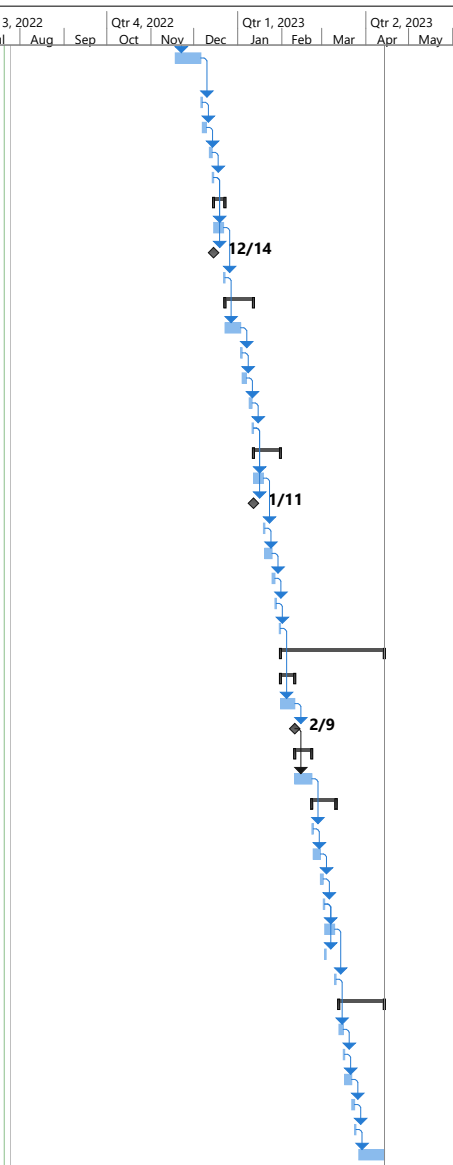


Date: Thu 7/21/22

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

## Town of Prosper Needs Assessment and Programming

ID	Task Mode	Task Name	Duration	% Complete	Start	Finish	Qtr 3, 2022				Qtr 4, 2022				Qtr 1, 2023			Qtr 2, 2023	
							Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	
46		Alternative master conceptual plans: FNI will prepare up to two (2) alternative conceptual plans	10 days	0%	Fri 11/18/22	Mon 12/5/22													
47		Submit Alternative Master Conceptual Plans for FNI IQC	1 day	0%	Tue 12/6/22	Tue 12/6/22													
48		FNI IQC period	3 days	0%	Wed 12/7/22	Fri 12/9/22													
49		Address IQC comments	2 days	0%	Mon 12/12/22	Tue 12/13/22													
50		Submit Alternative Master Conceptual Plans to the City	1 day	0%	Wed 12/14/22	Wed 12/14/22													
51		<b>3.2 Alternative Master Conceptual Plan Review</b>	<b>6 days</b>	<b>0%</b>	<b>Wed 12/14/22</b>	<b>Thu 12/22/22</b>													
52		Town of Prosper to review Master Conceptual Design	5 days	0%	Thu 12/15/22	Wed 12/21/22													
53		FNI to schedule virtual conference call	0 days	0%	Wed 12/14/22	Wed 12/14/22													
54		Review meeting (Virtual Teleconference)	1 day	0%	Thu 12/22/22	Thu 12/22/22													
55		<b>3.3 Preferred Master Plan Development</b>	<b>13 days</b>	<b>0%</b>	<b>Fri 12/23/22</b>	<b>Wed 1/11/23</b>													
56		Prepare preferred master conceptual plan	6 days	0%	Fri 12/23/22	Mon 1/2/23													
57		Submit preferred Facility Conceptual Plans for FNI IQC	1 day	0%	Tue 1/3/23	Tue 1/3/23													
58		FNI IQC period	3 days	0%	Wed 1/4/23	Fri 1/6/23													
59		Address IQC comments	2 days	0%	Mon 1/9/23	Tue 1/10/23													
60		Submit preferred Master Conceptual Plan to the City	1 day	0%	Wed 1/11/23	Wed 1/11/23													
61		<b>3.4 Preferred Master Conceptual Plan Review</b>	<b>13 days</b>	<b>0%</b>	<b>Wed 1/11/23</b>	<b>Mon 1/30/23</b>													
62		Town of Prosper to review Master Conceptual Design	5 days	0%	Thu 1/12/23	Wed 1/18/23													
63		FNI to schedule virtual conference call	0 days	0%	Wed 1/11/23	Wed 1/11/23													
64		Review meeting (Virtual Teleconference)	1 day	0%	Thu 1/19/23	Thu 1/19/23													
65		Address review comments and revised preferred master conceptual plan	3 days	0%	Fri 1/20/23	Tue 1/24/23													
66		FNI IQC period	2 days	0%	Wed 1/25/23	Thu 1/26/23													
67		Address IQC comments	1 day	0%	Fri 1/27/23	Fri 1/27/23													
68		Submit Preferred Facilities Conceptual Plans to the City	1 day	0%	Mon 1/30/23	Mon 1/30/23													
69		<b>Phase IV- Final Report</b>	<b>53 days</b>	<b>0%</b>	<b>Tue 1/31/23</b>	<b>Thu 4/13/23</b>													
70		<b>4.1 Prepare Draft Final Report</b>	<b>8 days</b>	<b>0%</b>	<b>Tue 1/31/23</b>	<b>Thu 2/9/23</b>													
71		FNI to prepare the draft final report	8 days	0%	Tue 1/31/23	Thu 2/9/23													
72		Submit Final Report to FNI Cost Estimation Team	0 days	0%	Thu 2/9/23	Thu 2/9/23													
73		<b>4.2 FNI to prepare Opinion of Probable Construction Cost (OPCC)</b>	<b>8 days</b>	<b>0%</b>	<b>Fri 2/10/23</b>	<b>Tue 2/21/23</b>													
74		FNI to prepare the OPCC	8 days	0%	Fri 2/10/23	Tue 2/21/23													
75		<b>4.3 Draft Facility Report and OPCC Review</b>	<b>13 days</b>	<b>0%</b>	<b>Wed 2/22/23</b>	<b>Fri 3/10/23</b>													
76		Submit Draft Final Report and OPCC for FNI IQC	1 day	0%	Wed 2/22/23	Wed 2/22/23													
77		FNI IQC Review period	3 days	0%	Thu 2/23/23	Mon 2/27/23													
78		Address IQC review comments	2 days	0%	Tue 2/28/23	Wed 3/1/23													
79		Submit draft final report to the City for Review	1 day	0%	Thu 3/2/23	Thu 3/2/23													
80		Draft Final Report Review period for the City	5 days	0%	Fri 3/3/23	Thu 3/9/23													
81		FNI to schedule virtual conference call	1 day	0%	Fri 3/3/23	Fri 3/3/23													
82		Review meeting (Virtual Teleconference)	1 day	0%	Fri 3/10/23	Fri 3/10/23													
83		<b>4.4 Final Facility Report</b>	<b>24 days</b>	<b>0%</b>	<b>Mon 3/13/23</b>	<b>Thu 4/13/23</b>													
84		Address review comments from the City	3 days	0%	Mon 3/13/23	Wed 3/15/23													
85		Submit Final Report for FNI IQC	1 day	0%	Thu 3/16/23	Thu 3/16/23													
86		FNI IQC Review period	3 days	0%	Fri 3/17/23	Tue 3/21/23													
87		Address IQC review comments	2 days	0%	Wed 3/22/23	Thu 3/23/23													
88		Submit Final Report to the City	1 day	0%	Fri 3/24/23	Fri 3/24/23													
89		<b>Phase V- Special Services - Plat</b>	<b>14 days</b>	<b>0%</b>	<b>Mon 3/27/23</b>	<b>Thu 4/13/23</b>													



Date: Thu 7/21/22

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			