

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE TOWN OF PROSPER, TEXAS, AND LEE ENGINEERING, LLC  
FOR THE ON-CALL TRAFFIC ENGINEERING SERVICES PROJECT**

This Agreement for Professional 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 **Lee Engineering, LLC**, an Arizona Corporation, 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 **On-Call Traffic Engineering Services 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 for one year.

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 Fifty Thousand (\$50,000.00) for the Project as set forth and described in **Exhibit B - Compensation Schedule** and incorporated herein as if written word for word. Lump sum fees shall be billed monthly based on the percentage of completion. Hourly not to exceed fees shall be billed monthly based on hours of work that have been completed. Direct Costs for expenses such as mileage, copies, scans, sub-consultants, and similar costs are included in fees and shall be billed as completed.

Consultant agrees to submit statements to Town for professional services no more than once per month. These statements will be based upon Consultant's actual services performed and reimbursable expenses incurred, if any, and Town shall endeavor to make prompt payments. Each statement submitted by Consultant to Town shall be reasonably itemized to show the amount of work performed during that period. If Town fails to pay Consultant

within sixty (60) calendar days of the receipt of Consultant's invoice, Consultant may, after giving ten (10) days written notice to Town, suspend professional services until paid.

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

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

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

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

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

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

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

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

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

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

Lee Engineering, LLC  
Dharmesh Shah, PE, PTOE  
Vice President  
3030 LBJ Freeway, Suite 1660  
Dallas, TX 75234  
[dshah@lee-eng.com](mailto:dshah@lee-eng.com)

Town of Prosper  
Ron K. Patterson, Interim Town Manager  
PO Box 307  
Prosper, TX 75078  
[hjefferson@prospertx.gov](mailto:hjefferson@prospertx.gov)

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

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

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

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

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

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

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

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

18. **Prevailing Party.** In the event a Party initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).


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

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

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

**LEE ENGINEERING, LLC**

**TOWN OF PROSPER, TEXAS**

By:  Digitally signed by Dharmesh Shah, PE, PTOE  
DN: cn=Dharmesh Shah, PE, PTOE, o=Lee Engineering, LLC, ou, email=dshah@lee-eng.com, c=US  
Date: 2022.11.21 16:50:55 -06'00'

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

Signature

Signature

Dharmesh Shah, PE, PTOE

Ron K. Patterson

Printed Name

Printed Name

Vice President

Interim Town Manager

Title

Title

\_\_\_\_\_ Date

\_\_\_\_\_ Date

**EXHIBIT A  
SCOPE OF SERVICES**

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE TOWN OF PROSPER, TEXAS, AND LEE ENGINEERING, LLC  
FOR THE ON-CALL TRAFFIC ENGINEERING SERVICES PROJECT**

**1. PROJECT DESCRIPTION**

Consultant shall perform work on an on-call basis in the following areas, as directed by Town in writing evidenced by the issuance of a duly-executed Individual Task Order. Consultant will perform professional engineering services in the following categories:

- A. Traffic Signal Timing – Perform duties necessary to prepare traffic signal timing plans. Timing plans may be prepared using traditional methods as well using traffic signal performance measures. Timing plans could be prepared on a corridor or town-wide basis as well as for isolated intersections.
- B. Traffic Engineering Studies – Duties could include conducting signal warrant studies, review of traffic impact studies, neighborhood traffic studies, safety studies, wayfinding studies, pedestrian/bicycle studies, sight distance studies, traffic volume studies, speed studies, corridor studies, development and/or evaluation of special event traffic control plans, traffic simulation or other traffic engineering related studies. Consultant will be required to collect necessary data, conduct the evaluation and document the study methodology, analysis and results in a report. The Town may require the Consultant to present the study results at a Town Council meeting.
- C. Traffic Engineering Design – Perform duties necessary to prepare PS&E packages for the construction/installation of various traffic control devices, pavement markings, and signing.

**2. INDIVIDUAL TASK ORDERS**

- A. **Issuance of Individual Task Orders** – Town will issue in writing an Individual Task Order to consultant, authorizing Consultant to perform work under this Agreement. Consultant shall not perform work and/or services outside the Scope of Services of the Agreement. All work authorized by Town shall be issued as a duly-executed, written Individual Task Order. An example of Individual Task Orders to be issued by Town under this Agreement is provided in Attachment A to this Scope of Services.
- B. **Issuance of Task Orders across Project Categories** – Town, at its sole discretion, will issue Individual Task Orders to Consultant, authorizing work in a specific category as defined in the Scope of Services or among various work categories defined in the Scope of Services. Town reserves the right to solely determine the issuance of Individual Task Orders to Consultant for work in all applicable work categories or among specific work categories, for any reason or no reason at all.

**EXHIBIT A  
SCOPE OF SERVICES**

**3. CONTRACT AMENDMENTS**

- A. All Task Orders authorizing work under this Agreement shall be within the limits as stated in the Agreement. The parties understand and agree that deviations or modifications to the scope of services described in **Exhibit A**, in the form of written contract amendments, may be authorized from time to time by Town.
- B. All contract amendments to the Agreement are to in accordance with **Article 1** of the Agreement.
- C. Consultant shall not perform work and/or services authorized by Task Order that are not defined within **Exhibit A**, Scope of Services of the Agreement.

**4. ATTACHMENTS**

- A. **Attachment A**, Town of Prosper Task Order for On-Call Professional Traffic Engineering Services.

**EXHIBIT A  
SCOPE OF SERVICES**

**ATTACHMENT A**

**TASK ORDER**

**Insert Project Title/Description**

**THIS TASK ORDER** is made pursuant to the terms and conditions of the Professional Services Agreement (“Agreement”) entered into by and between the **Town of Prosper** (“Town”) and **Lee Engineering, LLC**. (“Consultant”).

- I. **ARTICLE 1.** Consultant will perform the on-call professional traffic engineering services in accordance with the Agreement and the Scope of Services / Compensation Schedule / Budget Summary attached hereto as **Exhibit A** and incorporated herein by reference for all purposes.
- II. **ARTICLE 2.** Compensation for this Task Order shall be on a **type** basis, not to exceed **Dollar Amount Specified and 00/100 Dollars (\$ 0.00)**, and shall be paid in accordance with Article 3 of the Agreement and the Scope of Services / Compensation Schedule / Budget Summary as set forth in **Exhibit A** of the Task Order. Consultant shall not exceed the amount specified in this Task Order without the issuance of a supplemental Task Order issued by Town in writing to Consultant.
- III. **ARTICLE 3.** Town and Consultant agree that Town will withhold payment of the final five percent (5%) of Consultant’s Fee for work authorized by this Task Order, or **Dollar Amount Specified and 00/100 Dollars (\$ 0.00)**, pending the Consultant’s completion of the Record Documents and/or “As-Built” Documents for the authorized work.
- IV. **ARTICLE 4.** This Task Order shall become effective on the latest date as reflected by the signatures below and shall terminate on **Day, Month, Year** unless extended by a supplemental Task Order issued by Town in writing to Consultant.
- V. **ARTICLE 5.** Town Project number and the Project Account Code are the following:

Town CIP Number:

Town Project Account Code:

- VI. **ARTICLE 6.** Upon execution of this Task Order, the funds available under the Agreement are revised to the following:

|   |           |
|---|-----------|
| Current Project Budget ( <i>As Revised by Approved Task Orders</i> ): | \$        |
| Approved Work by this Task Order:                                     | \$        |
| <b>Revised Project Budget:</b>  | <b>\$</b> |

**EXHIBIT A  
SCOPE OF SERVICES**

**ATTACHMENT A**

**VII. ARTICLE 7.** The following exhibits are attached below and made a part of this Task Order:

A. **Exhibit A**, Scope of Services/ Compensation Schedule/Budget Summary.


**VIII. ARTICLE 8.** This Task Order does not waive the parties' responsibilities and obligations provided under the Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Task Order and caused this Task Order to be effective on the latest day as reflected by the signatures below.

**Town:**  
**Town of Prosper, Texas**

By: \_\_\_\_\_  
Executive Director of Development and  
Infrastructure Services, Town of Prosper  
Date: \_\_\_\_\_

**CONSULTANT:**  
**Lee Engineering, LLC**  
An Arizona Corporation

By:  \_\_\_\_\_  
Dharmesh Shah  
Vice President  
Date: \_\_\_\_\_

Digitally signed by Dharmesh Shah, PE,  
PTOE  
DN: cn=Dharmesh Shah, PE, PTOE, o=Lee  
Engineering, LLC, ou, email=dshah@lee-  
eng.com, c=US  
Date: 2022.11.21 16:51:27 -0600



**EXHIBIT B  
COMPENSATION SCHEDULE**

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE TOWN OF PROSPER, TEXAS, AND LEE ENGINEERING, LLC  
FOR THE ON-CALL TRAFFIC ENGINEERING SERVICES PROJECT**

**I. COMPENSATION SCHEDULE/PROJECT BILLING SUMMARY**

| MONTH, DATE, YEAR                                  | DOLLAR AMOUNT | TASK COMPLETED   |
|--|---------------|--|
| December 13, 2022                                  | --            | Town Manager to execute the Agreement; Town issues Notice to Proceed to Consultant.  |
| December 19, 2022                                  | --            | Consultant's receipt of fully executed Agreement.  |
| December 19, 2022<br>Through<br>September 30, 2023 | \$            | <b>Consultant to perform services as authorized by Town's issuance of written Task Orders</b> (Work and payment schedule shall be as defined in the authorized Task Orders). |
| September 30, 2023                                 | --            | <b>Expiration of Agreement;</b> Approximately nine (9) months from the execution of the agreement.   |

**GRAND TOTAL, CONSULTANT'S FEE (NOT-TO-EXCEED)**

**II. PROJECT BUDGET SUMMARY.**

**A. Basic Services.**

- |   |             |
|---|-------------|
| 1. Work Authorized by written Task Orders.      | \$50,000.00 |
| 2. <u>Total Basic Services (Not-to-Exceed).</u> | \$50,000.00 |

**B. Grand Total, Consultant's Fee (Not-to-Exceed). \$50,000.00**

## **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 SERVICES AGREEMENT  
BETWEEN THE TOWN OF PROSPER, TEXAS, AND LEE ENGINEERING, LLC  
FOR THE ON-CALL TRAFFIC ENGINEERING SERVICES PROJECT**

THE STATE OF TEXAS §  
COUNTY OF Dallas §

I, **Dharmesh Shah**, 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: \_\_\_\_\_
- X** 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.

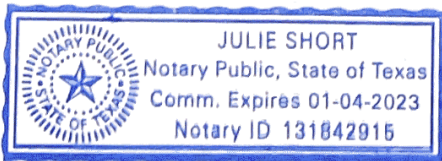
Signed this **21st** day of **November**, 20**22**.

*D. Shah*  
Digitally signed by Dharmesh Shah, PE, PTOE. DN: cn=Dharmesh Shah, PE, PTOE, o=Lee Engineering, LLC, ou, email=dshah@lee-eng.com, c=US, Date: 2022.11.21 16:52:01 -06'00'

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

BEFORE ME, the undersigned authority, this day personally appeared Dharmesh Shah 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 22 day of November, 2022.



*Julie Short*  
\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission expires: 1/4/23

**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>   |  | <b>OFFICE USE ONLY</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>  | <p style="text-align: center;"><b>OFFICE USE ONLY</b></p> <p>Data Received</p> |                        |
| <p><b>1 Name of vendor who has a business relationship with local governmental entity.</b></p> <p align="center"><b>N/A</b></p>   |  |                        |
| <p><b>2</b> <input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (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"><b>N/A</b></p> <p align="center">_____</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"><b>N/A</b></p> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p align="center"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p align="center"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> |  |                        |
| <p><b>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</b></p> <p align="center"><b>N/A</b></p>   |  |                        |
| <p><b>6</b> <input type="checkbox"/> <b>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).</b></p>  |  |                        |
| <p><b>7</b></p> <p align="center">_____<br/>Signature of vendor doing business with the governmental entity</p> <p align="right">_____<br/>Date</p>   |  |                        |