

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND LOCKWOOD, ANDREWS & NEWNAM, INC.
FOR THE PRESTON ROAD/PROSPER TRAIL DUAL LEFT TURNS (2121-ST) AND
COIT ROAD/US 380 SB DUAL LEFT TURNS (2207-ST)**

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 **Lockwood, Andrews & Newnam, 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 **PRESTON ROAD/PROSPER TRAIL DUAL LEFT TURNS (2121-ST) AND COIT ROAD/US 380 SB DUAL LEFT TURNS (2207-ST)**, hereinafter called "Project";

For the mutual promises and benefits herein described, Town and Consultant agree as follows:

1. **Term of Agreement.** This Agreement shall become effective on the date of its execution by both Parties, and shall continue in effect thereafter until terminated as provided herein.
2. **Services to be Performed by Consultant.** The Parties agree that Consultant shall perform such services as are set forth and described in Exhibit A - Scope of Services and incorporated herein as if written word for word. All services provided by Consultant hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of their profession. In case of conflict in the language of Exhibit A and this Agreement, this Agreement shall govern and control. Deviations from the Scope of Services or other provisions of this Agreement may only be made by written agreement signed by all Parties to this Agreement.
3. **Prompt Performance by Consultant.** Consultant shall perform all duties and services and make all decisions called for hereunder promptly and without unreasonable delay as is necessary to cause Consultant's services hereunder to be timely and properly performed. Notwithstanding the foregoing, Consultant agrees to use diligent efforts to perform the services described herein and further defined in any specific task orders, in a manner consistent with these task orders; however, the Town understands and agrees that Consultant is retained to perform a professional service and such services must be bound, first and foremost, by the principles of sound professional judgment and reasonable diligence.
4. **Compensation of Consultant.** Town agrees to pay to Consultant for satisfactory completion of all services included in this Agreement a total fee of (a) Basic Service, on a lump sum basis in an amount not to exceed One Hundred Fifty-Nine Thousand Two Hundred Twenty-One dollars (\$159,221); (b) for Special Services, on cost-plus basis in an amount not to exceed Fifty-Nine Thousand Seven Hundred Twenty-Five dollars (\$59,725) 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. Consultant shall retain Ownership of all materials.

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, REPRESENTATIVES, EMPLOYEES AND INVITEES FROM AND AGAINST LIABILITY, CLAIMS, SUITS, 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:

Lockwood, Andrews & Newnam, Inc.
Justin C. Reeves, Vice President
1300 Summit Avenue, Ste. 300
Fort Worth, Texas 76102
JReeves@LAN-inc.com

Town of Prosper
Ron K. Patterson, Interim Town Manager
PO Box 307
Prosper, TX 75078
rpatterson@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. Each Party shall bear its own costs.

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. **Force Majeure.** The Town agrees that the Consultant is not responsible for damages arising from any circumstances beyond the Consultant's reasonable control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions, natural disasters, fire or other acts of God; riots, war or other emergencies; failure of any governmental agency to act in timely manner; failure of performance by Town or the Town's other consultants, its Contractor or any of their subcontractors; or discovery of any hazardous substances or differing and unforeseeable site conditions.

21. **Mutual Waiver of Consequential Damages.** In no event shall either Party be liable, whether in contract or tort or otherwise, to the other Party for loss of profits, delay damages, or for any special incidental or consequential loss or damage of any nature arising at any time or from any cause whatsoever.

22.. **Opinion of Probable Costs.** Notwithstanding anything to the contrary, Consultant's opinions of probable total project costs, construction costs, and/or estimates of quantities, if any, provided as part of the services under the Agreement are made on the basis of Consultant's knowledge, experience and qualifications and represent Consultant's judgment as an experienced professional. Consultant does not guarantee that proposals, bids, actual total project costs, total construction costs or quantity estimates will not vary from the opinions provided by Consultant.

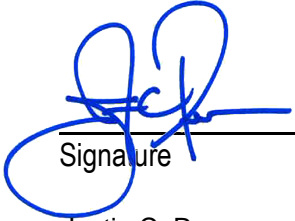
23.. **Construction Means, Methods and Safety.** Consultant is not responsible for supervising, directing, controlling, or otherwise being in charge of the construction activities, means, methods or health or safety programs at the project site or in connection with the work; or supervising, directing, controlling, or otherwise being in charge of the actual work of the Construction Contractor, its sub-contractors, or other materialmen or service providers not engaged by Consultant.

24. **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____.

Lockwood, Andrews & Newnam, Inc.

TOWN OF PROSPER, TEXAS

By:  _____
Signature

By: _____
Signature

Justin C. Reeves
Printed Name

Ron K. Patterson
Printed Name

Vice President
Title

Interim Town Manager
Title

December 1, 2022
Date

Date

**EXHIBIT A
SCOPE OF SERVICES**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND LOCKWOOD, ANDREWS & NEWNAM, INC.
FOR THE PRESTON ROAD/PROSPER TRAIL PROJECT (2121-ST) AND
COIT ROAD/US 380 PROJECT (2207-ST)**

I. PROJECT DESCRIPTION

This project includes the design of additional left-turn lanes in both directions (eastbound and westbound) of Prosper Trail at the intersection with Preston Road (SH 289) and for an additional left-turn lane in the southbound direction of Coit Road at the intersection with University Drive (US 380). The project will include pavement, grading, modification to existing traffic signals, striping and signage, and restoring vegetation and irrigation after construction.

Assumptions

1. This project will not widen the existing roadway. All improvements will be limited to removing and reconfiguring existing medians.
 - a. Prosper Trail: Existing 4-lane divided roadway with single left- and right-turn lanes at Preston Road. The existing lane widths are 12-foot thru lanes, 10-foot left-turn lanes, 11-foot for the right turn lanes, with an 8-foot median. This totals to a 77-foot road from outside curb to outside curb. The proposed lane dimensions will be 11-foot thru lanes, 10-foot dual left-turn lanes, 10.5-foot right-turn lane, with a 2.5-foot median equaling the existing 77-foot road dimension.
 - b. Coit and 380: Existing 4-lane divided roadway with a widened median. Coit Road is planned to be expanded in the future to 6-lanes. This work location will add a new 10-foot left-turn lane within the existing widened median. This expansion will not widen the intersection to match the future 6-lane divided section with dual left turns.
2. The existing signal conduits and traffic signal controller have sufficient capacity to include new conductors and wires for additional turn-lane signals.
3. The existing traffic signal arms at Prosper Trail and Coit have sufficient length for appropriate placement signal heads.
4. Prosper Trail's 5-face permissive/protective left turn signal will be replaced with a 4-face protective only left turn signal.
5. An additional left turn signal head will be provided at the Coit intersection.
6. Drainage facilities will not be altered by this project.
7. TxDOT will not require site specific traffic control for Preston Road (SH 289) and US 380.
8. Median trees and the landscape area adjacent to the Coit project area will be removed with this project and not be replaced. The Contractor will be responsible for adjusting the irrigation at this location during construction.

II. TASK SUMMARY

Task 1 - Project Management and Coordination.

- a. Attend one (1) meeting with the Town of Prosper project manager to conduct an on-site review and walk through.
- b. Obtain, review and distribute design criteria, pertinent utility plans, street plans, plats and right-of-way maps, existing easement information, and other information available for the project area.
- c. Prepare written progress reports to be submitted with monthly pay requests. The Consultant's written

progress report shall describe activities during the reporting period; activities planned for the following period; problems encountered and actions taken to remedy them; and overall status, including a percent complete by task.

- d. Develop and maintain a detailed project schedule to track project conformance to Exhibit B, Work Schedule. The schedule submittal shall be a hard copy and electronic format. Schedule submittals are required at the start of the project and any time the schedule is revised for design or review purposes.

Task 2 - Survey Services (Prosper Trail/Preston) and Task 3 - Survey Services (Coit/US 380).

The Consultant shall provide surveying services. The following particulars will also apply. (1) Vertical benchmarks shall be established such that all points of construction shall be within 500 feet of a benchmark. Benchmarks should not be subject to loss during construction and shall be tied the Town's benchmarks. Fire hydrants and similar appurtenances are not to be used for benchmarks. The surveyor shall establish temporary benchmarks throughout the length of the project.

Topographic features will be surveyed along with any and all other features needed for design, review, permitting, construction, and inspection of the project. Coverage will extend beyond the proposed rights-of-way far enough to integrate the design with the adjacent properties.

Quality Level "C" and "D" Subsurface Utility Engineering:

1. Investigate utility systems shown on the record drawings that are included within the project site. Visible surface features and appurtenances of the subsurface utilities found within the project site shall be evaluated.
2. Prepare documentation of the utilities encountered and marked, including their general location, orientation, type & size.

Existing property corners, iron pins, etc. shall be tied in order to establish existing rights-of-way. Access private property is not anticipated due to utilization of LiDAR scanners. If access is required, then the surveyor shall secure written permission from the property owners and/or tenant and shall provide the Town a copy of said written permission. Should only oral permission be granted, the surveyor shall document the permission granted by letter to the property owner/tenant, with a copy to the Town. If permission cannot be obtained, the Town will assist, or other arrangements will be worked out.

Construction control survey and staking is excluded.

Refer to **Attachment A.1** for detailed survey scope of work.

Task 4 - Prosper Trail/Preston Concept Design and Task 5 - Coit/US 380 Concept Design.

- a. The Consultant will review record drawings and topographic survey, prepare base maps of existing features, re-establish the roadway centerline to be used as horizontal control line, and prepare a conceptual layout of the proposed pavement limits based on a proposed typical section. The consultant will provide turn-lane and transition lengths, curb line radii, thru lane and median dimensions, and limits of re-striping. Curb line geometry will not be tied to the centerline at this design stage. The Consultant will provide large format plots of a sufficient scale to review the concept design and base maps; one plot per intersection.
- b. A design charette and project walk thru with Town staff will be conducted upon completion of Tasks 2.a and 3.a.
- c. Concept layout will be revised and resubmitted, if necessary, to the Town for approval prior to proceeding to final design.
- d. Refer to **III. DELIVERABLES**.
- e. Exclusions:
 - i. Public Meetings

ii. Town Council Coordination and Meetings

Task 6 - TXDOT Coordination.

- a. The Town will submit preliminary construction plans to TxDOT for review and comment. The Consultant will provide a recording and a response for each comment.
- b. Exclusions:
 - i. Meetings or direct coordination with TXDOT

Task 7 - Prosper Trail/Preston Final Design and Task 8 - Coit/US 380 Final Design.

- a. The Consultant will develop construction drawings for review by the Town and TxDOT. In general, construction plans shall be consistent with standard of care for projects of this nature. The construction plans will be developed on 22"x34" sheets that are formatting to be reproduced at half-scale (11"x17"). The construction plans will consist of numbered sheets ordered as follows:
 - i. Cover Sheet and Sheet Index: The cover sheet shall include a location map. Additionally, the cover sheet shall show the project name, project number, date, Town logo, Consultant's name, address, and telephone number and other items as may be specified. Following the title sheet shall be a sheet index with drawings numbered consecutively.
 - ii. Town Standard General Notes: The Town Standard General Notes will be reviewed and appended to conform to the project scope of work.
 - iii. Project Layout Sheet: The project layout sheet(s) will be drawn to a scale of 1" = 50' and laid out with the north arrow up or to the right. The purpose of the project layout is to depict the project in a simplified view. Major items of work will be shown with minimal detail. Survey control points and centerline alignment data shall be shown.
 - iv. Quantity Summary Sheet: The Quantity Summary Sheet will provide a list of all the pay items and estimated quantities in the contract.
 - v. Traffic Control Narrative: A narrative will be prepared by the Consultant outlining allowed lane closures, advanced warning requirements, and references to standard TxDOT traffic control layouts. Construction phasing and detailed traffic control for this project is dependent on the Contractor's means and methods.
 - vi. Typical Sections: Typical sections shall be drawn to scales of 1" = 5' horizontal and 1" = 2' vertical and shall depict a view looking north or east. Typical sections will be drawn showing the relationship of the existing and proposed improvements. Typical sections will include existing roadways, right-of-way lines, etc., along with proposed improvements and will depict significant items of work. **Assumption - Proposed pavement depths will match existing record drawings. Treated subgrade will be replaced on a 1:1 basis with TxDOT Type A/B (item 247) flex base.**
 - vii. Pavement Plans: Plan sheets will be arranged from south to north and from west to east, with the north arrow up or to the right on the sheet. Plan sheets will be drawn to a scale of 1" = 20' horizontal. Stationing will be from south to north and/or west to east or consistent with stationing established in record drawings, where appropriate. Each plan sheet will include no more than 1000 feet of street (double-stacked plan views); thus, leaving ample margins both left and right. The proposed centerline will be drawn parallel to sheet border. Plan sheets shall depict existing and proposed items pertinent to the project, including curb line geometry and pavement types (e.g., street pavement, and stamped median pavement). Spot elevations and slope requirements will be used in lieu of paving profiles for vertical control.
 - viii. Traffic Signal Modification Plans: The Consultant will prepare signal summary sheets, signal modification layouts, and signal charts for the reconfiguration of existing signal heads and additional signage required for the dual left-turn lane. This assumes the existing signal mast-arms have sufficient length for appropriate placement of left-turn signals. See special services Task 12 for partial signal demolition and reconstruction (if necessary).

- ix. Irrigation Modification Plans: The Consultant will prepare irrigation modifications plans to relocate service and controller location and adjust existing zones for the medians along Prosper Trail east of Preston Road. All other existing irrigation will be capped and abandoned/removed from the project area.
- x. Detail Sheets
- xi. Miscellaneous including erosion control and removals.
- xii. Generic Sheet List:
 - a. Cover Sheet
 - b. Sheet Index and Legend
 - c. Town Standard General Notes
 - d. Quantity Summary Sheet
 - e. Traffic Control Narrative and TxDOT Standard TCP Details
 - f. Typical Paving Sections
 - g. Project Layout Sheets
 - h. Removal Plan
 - i. Paving Plan
 - j. Town of Prosper Pavement Standard Details
 - k. Pavement Markings and Signage Plans and Details
 - l. Traffic Signal Modification Plans and Details
 - m. Irrigation Modification Plans and Details
- xiii. Specifications: The Town will prepare a project manual and technical specifications required for bidding and constructing the project. The Town will provide pay items and pay item descriptions to the Consultant for preparation of estimates.
- b. Estimates: Engineer's Opinion of Probable Construction Cost (OPCC) will be developed for each submittal.
- c. Town review comments will be logged and incorporated as necessary.
- d. Refer to **III. DELIVERABLES.**
- e. Exclusions:
 - i. Public Meetings
 - ii. Town Council Coordination and Meetings

Task 9 – Prosper Trail and Preston Traffic Signal Modifications.

- a. The Consultant Prepare signal design sheets using that include pole locations, controller location, ground boxes, conduit runs, wiring table, vehicle detector locations, signal head designations, pavement markings, signal signing, curb ramps, visible utilities, communication equipment, and power source.
- b. Prepare General Specifications, Standard Details for Traffic Signals, Traffic Signal General Notes that meet traffic signal design guidelines and preferences as determined by the Town, TxDOT, vendor, or other widely available standard details
- c. Refer to **III. DELIVERABLES.**

Task 10 – Bid & Construction Phase Services.

During the bidding phase, the Town will prepare bid documents and advertise the project for bid, issue addenda and tabulate bids.

- a. Provide responses to questions submitted during bidding process (up to 10).
- b. Attend pre-bid meeting, if required.
- c. Prepare and provide the Town with two (2) addenda to bid documents.
- d. Prepare conformed documents as necessary.
- e. Attend a pre-construction meeting.
- f. Prepare plan and quantity revisions to process change orders as directed by Town staff.
- g. Refer to **III. DELIVERABLES.**

- f. Exclusions:
 - i. Public Meetings.
 - ii. Town Council Coordination and Meetings.
 - iii. Assisting the Town in advertising for bids.
 - iv. Assisting the Town in interpreting bid documents.
 - v. Evaluation of bidders and preparation of letter of recommendation.
 - vi. Construction observation site visits.
 - vii. Review of shop drawings and contractor submittals.
 - viii. Review of laboratory test reports on materials and equipment.
 - ix. Attendance at final walk through and preparation of punch lists.

Task 11 – Record Drawings.

- a. Prepare construction “Record Drawings” updating the project plans to reflect any field changes or plan revisions. Record drawings shall be delivered in a digital format. The drawings shall be 22” x 34” in size and shall bear “Record Drawing” stamp and the seal and signature of the Engineer along with the date. The drawings shall be produced 1 to 1 as Group 4 TIF files at a minimum resolution of 200 dots per inch and a maximum resolution of 400 dots per inch. The TIF files shall be legible and shall include any post processing that may be required to enhance image quality (i.e., de-speckling, de-shading, de-skewing, etc.). Each file shall be named in numeric order. Digital design files of the “Record Drawings” shall be submitted either Autodesk Civil 3D (.dwg) or Bentley (.dgn) format. Digital design files shall be complete and not stripped or purged of any design data or styles.
- b. Refer to **III. DELIVERABLES.**

III. DELIVERABLES

Task 1 - Project Management and Coordination	Monthly status reports
Task 2 - Survey Services (Coit/US 380)	Digital Topographic Drawing
Task 3 - Survey Services (Coit/US 380)	Digital Topographic Drawing
Task 4 - Prosper Trail/Preston Concept Design	PDF-format of Concept Design Concept-level Opinion of Probable Construction Cost
Task 5 - Coit/US 380 Concept Design	PDF-format of Concept Design Concept-level Opinion of Probable Construction Cost
Task 6 - TXDOT Coordination	Comment log with responses
Task 7 - Prosper Trail/Preston Final Design	PDF-format of Final Design Opinion of Probable Construction Cost DWG-format files of final files
Task 8 - Coit/US 380 Final Design	PDF-format of Final Design Opinion of Probable Construction Cost DWG-format files of final files
Task 9 – Prosper Trail and Preston Traffic Signal Mod.	Included in Final Design as necessary.
Task 10 – Bid & Construction Phase Services	Conformed plan sets Contractor RFI answers
Task 11 - Record Drawings	One (1) PDF copy of each sheet of the record drawings One (1) Digital of the record drawings base map in accordance with the Town of Proper’s Requirements for Electronic File Submission

**EXHIBIT B
COMPENSATION SCHEDULE**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND LOCKWOOD, ANDREWS & NEWNAM, INC.
FOR THE PRESTON ROAD/PROSPER TRAIL PROJECT (2121-ST) AND
COIT ROAD/US 380 PROJECT (2207-ST)**

I. COMPENSATION SCHEDULE

Task	Completion Schedule	Compensation Schedule
Notice-to-Proceed	December 2022	
Task 1 - Project Management and Coordination	<i>Continuous</i>	\$13,266
Task 2 - Survey Services (Prosper Trail/Preston)	February 2023	\$11,705
Task 3 - Survey Services (Coit/US 380)	February 2023	\$8,865
Task 4 - Prosper Trail/Preston Concept Design	March 2023	\$13,506
Task 5 - Coit/US 380 Concept Design	March 2023	\$8,423
Task 6 - TXDOT Coordination	June 2023	\$5,660
Task 7 - Prosper Trail/Preston Final Design	June 2023	\$69,498
Task 8 - Coit/US 380 Final Design	June 2023	\$54,528
Task 9 - Prosper Trail and Preston Traffic Signal Modifications	June 2023	\$17,690
Task 10 - Bid & Construction Phase Services	<i>Winter 2023</i>	\$9,677
Task 11 - Record Drawings	Spring 2024	\$6,129
Total Compensation		\$218,946

II. COMPENSATION SUMMARY

Basic Services (Lump Sum)	Amount
Task 1 - Project Management and Coordination	\$13,266
Task 4 - Prosper Trail/Preston Concept Design	\$13,506
Task 5 - Coit/US 380 Concept Design	\$8,423
Task 7 - Prosper Trail/Preston Final Design	\$69,498
Task 8 - Coit/US 380 Final Design	\$54,528
Total Basic Services:	\$159,221

Special Services (Hourly Not-to-Exceed)	Amount
Task 2 - Survey Services (Prosper Trail/Preston)	\$11,705
Task 3 - Survey Services (Coit/US 380)	\$8,865
Task 6 - TXDOT Coordination	\$5,660
Task 9 - Prosper Trail and Preston Traffic Signal Modifications	\$17,690
Task 10 - Bid & Construction Phase Services	\$9,677
Task 11 - Record Drawings	\$6,129
Total Special Services:	\$59,725

Direct Expenses	Amount
None	\$0,000
Total Direct Expenses:	\$0,000

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. Policy Applicable Contractual Liability
 - c. Products and Completed Operations
 - d. Personal Injury
 - e. 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 claim 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 canceled or non-renewed by either party, 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 LOCKWOOD, ANDREWS & NEWNAM, INC.
FOR THE PRESTON ROAD/PROSPER TRAIL PROJECT (2121-ST) AND
COIT ROAD/US 380 PROJECT (2207-ST)

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

I, Justin C. Reeves, 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.

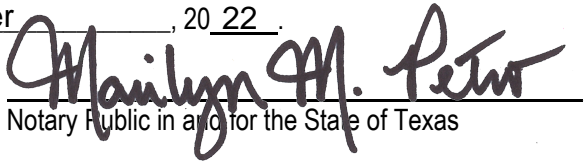
Signed this 1st day of December, 2022.

 Vice President
Signature of Official / Title

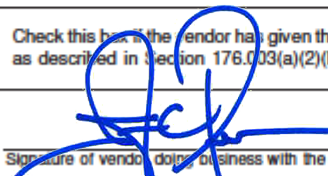
BEFORE ME, the undersigned authority, this day personally appeared Justin C. Reeves and on oath stated that the facts hereinabove stated are true to the best of his / her knowledge or belief.

Sworn to and subscribed before me on this 1st day of December, 2022.




Notary Public in and for the State of Texas
My Commission expires: July 5, 2024

**EXHIBIT E
CONFLICT OF INTEREST QUESTIONNAIRE**

<p align="center">CONFLICT OF INTEREST QUESTIONNAIRE</p> <p align="center">For vendor doing business with local governmental entity</p>	FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p align="center">OFFICE USE ONLY</p> <p>Date Received</p>
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> <p align="center">Lockwood, Andrews & Newnam, Inc.</p>	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>	
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p align="center">N/A</p> <p align="center">_____ Name of Officer</p>	
<p>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.</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 N/A</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 N/A</p>	
<p>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.</p> <p align="center">N/A</p>	
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>	
<p>7</p> <p align="center">  _____ Signature of vendor doing business with the governmental entity </p> <p align="right"> December 1, 2022 _____ Date </p>	