

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE TOWN OF PROSPER, TEXAS, AND ECS SOUTHWEST, LLP  
FOR THE TEEL PARKWAY (US 380-FIRST STREET) – 2 NB LANES PROJECT (2153-ST)**

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 **ECS SOUTHWEST, LLP**, a company authorized to do business in Texas, acting through a duly authorized officer, hereinafter called "Consultant," relative to Consultant providing professional construction materials testing & observation services to Town. Town and Consultant when mentioned collectively shall be referred to as the "Parties."

**WITNESSETH:**

**WHEREAS**, Town desires to obtain professional construction materials testing & observation services in connection with the **TEEL PARKWAY (US 380-FIRST STREET) – 2 NB LANES PROJECT (2153-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 an amount not-to-exceed **Seventy-Four Thousand Eight Hundred Twenty-Five Dollars and Zero Cents (\$74,825.00)** for the Project as set forth and described in **Exhibit B - Compensation Schedule** and incorporated herein as if written word for word. Hourly not to exceed fees shall be billed monthly based on hours of work that have been completed. All other not to exceed fees shall be billed monthly based on the units of work that have been 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 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:

ECS Southwest, LLP  
Garrett Klingensmith  
1600 Redbud Boulevard, Suite 102  
McKinney, TX 75069  
[Gklingensmith@ecslimited.com](mailto:Gklingensmith@ecslimited.com)

Town of Prosper  
Mario Canizares, Town Manager  
PO Box 307  
Prosper, TX 75078  
[mcanizares@prospertx.gov](mailto:mcanizares@prospertx.gov)

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

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

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

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

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

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

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

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

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

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

20. **IRAN, SUDAN AND FOREIGN TERRORIST ORGANIZATIONS.** If § 2252.153 of the Texas Government Code is applicable to this Contract, by signing below Contractor does hereby represent, verify and warrant that (i) it does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under § 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a "foreign terrorist organization" as defined in § 2252.151 of the Texas Government Code.

21. **PROHIBITION ON CONTRACTS WITH CERTAIN COMPANIES PROVISION.** In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that Contractor is not on a list maintained by the State Comptroller's Office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

22. **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 \_\_\_\_\_, 2024.

**ECS SOUTHWEST, LLP**

By:   
Signature  
Garrett Klingensmith  
Printed Name  
Vice President  
Title  
2/19/2024  
Date

**TOWN OF PROSPER, TEXAS**

By: \_\_\_\_\_  
Signature  
Mario Canizares  
Printed Name  
Town Manager  
Title  
\_\_\_\_\_  
Date

EXHIBIT A  
SCOPE OF SERVICES

PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE TOWN OF PROSPER, TEXAS, AND ECS SOUTHWEST, LLP  
FOR THE TEEL PARKWAY (US 380-FIRST STREET) – 2 NB LANES PROJECT (2153-ST)

*<<<REFERENCE NEXT PAGES FOR DETAILS>>>*

EXHIBIT B  
COMPENSATION SCHEDULE

PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE TOWN OF PROSPER, TEXAS, AND ECS SOUTHWEST, LLP  
FOR THE TEEL PARKWAY (US 380-FIRST STREET) – 2 NB LANES PROJECT (2153-ST)

*<<<REFERENCE NEXT PAGES FOR DETAILS>>>*



# ECS Southwest, LLP

**COST ESTIMATE FOR  
CONSTRUCTION MATERIALS ENGINEERING & TESTING SERVICES**

**Town of Prosper - Teel Parkway Expansion**

Teel parkway and fish trap road  
Prosper, Texas 75078

ECS Cost Estimate Number **19: 14200**

**ECS Southwest, LLP**  
1600 Redbud Boulevard, Suite 102  
McKinney, TX 75069  
P: 972-392-3222

February 8, 2024





February 8, 2024

Alexis Walker  
Town of Prosper  
250 West First Street  
Prosper, TX 75078

ECS Cost Estimate No. 19:14200

Reference: **Cost Estimate for Construction Materials Engineering and Testing Services  
Town of Prosper - Teel Parkway Expansion  
Prosper, Texas**

Thank you for selecting ECS based on our qualifications. Based on our understanding that we have been selected, enclosed is our cost estimate for budgeting purposes. Based upon our extensive experience with local construction means and methods, quality assurance, quality control, and building construction in multiple markets in Texas, we offer an unparalleled combination of service and value to your project.

Our staff of professional engineers and certified technicians will provide responsive and professional services to your project team. In addition, our paperless field reporting system will transmit to you and the project team our Project Principal reviewed testing and inspection reports within **24 to 48 hours** of when our actual observation / testing services are performed.

Our local North Texas operation benefits from having nationally accredited in-house geotechnical and construction materials testing laboratories. Our concrete laboratory performs compressive strength testing of concrete and masonry materials. Our soils laboratory performs soil tests including Proctors (moisture/density relationship) tests, Classifications, and California Bearing Ratios among others.

If you have any questions or comments regarding our cost estimate, please do not hesitate to contact us. ***We thank you for the opportunity to submit our cost estimate and look forward to the possibility of helping you on this project.***

Respectfully,  
ECS Southwest, LLP

Bhargavarama Keerthipati,  
Construction Project Manager  
[BKeerthipati@ecslimited.com](mailto:BKeerthipati@ecslimited.com)

Mickey J Lawson  
Project Principal  
[MJLawson@ecslimited.com](mailto:MJLawson@ecslimited.com)



## PROJECT INFORMATION / OVERVIEW

The request for this budget provided by the client identifies the proposed project will consist of the development of the following generalized structures and site features:

- Concrete Pavements of approximately 2,600 linear feet
- Site Utilities: Storm, Sewer, and Water Lines

Our understanding of the required construction materials testing services for this project is based on the following information:

- Geotechnical report by Reed Engineering Group, dated 11/21/2022
- Civil construction documents by Spiars Engineering and Surveying, dated 01/17/2024

## SCOPE OF SERVICES

Our construction materials engineering and testing services scope is limited to our providing periodic or continuous testing and/or observations for the construction of the above-noted structures/features of this project. We anticipate that the project general contractor or their designated representative will be scheduling our services on an on-call, as-needed basis. Our general assumptions utilized in the preparation of this cost estimate are provided in a later section.

Unless otherwise directed by the client, items such as *service cancellations while our staff is in transit to the project site or once at the project site, onsite delays and standby time, and failed tests* are not factored into our scope and estimated fees provided with this cost estimate.

We agree to provide an engineering technician(s) or an engineer, as scheduled (see above), to perform our construction materials observation, sampling, and testing services as noted in the following sections. *To most effectively service the client and facilitate the construction process and schedule, we request that our services be scheduled a minimum 24-hours in advance.* We anticipate the following services for this project:

### Earthwork

Perform as-scheduled earthwork (soils) observation, sampling, and testing services including:

1. Obtain (pick up) soil samples and perform laboratory soil tests generally including moisture/density relationship (Standard Proctor) tests, soil classification tests (Atterberg Limits and percent finer than the no. 200 sieve) for each requested soil-type. Additional soil testing may be required depending on project-specific requirements.
2. Observe proof-rolling of prepared subgrade areas.
3. Observe placement and compaction of backfill materials (as scheduled)
4. Perform in-place moisture/density tests on placed and compacted soils and prepared subgrades.
5. As requested, periodically observe excavation operations to document removal of unsuitable materials including but not limited to deleterious materials, trash, debris, frozen soil, or stones.

### Reinforcing Steel & Cast-In-Place Concrete Structures

Perform as-scheduled observation, sampling, and testing services for concrete placement events including:

1. Observe reinforcing steel layout for size, spacing, cleanliness, length, splices, and positioning.
2. Observe concrete placement, contractor procedures, and limited initial curing.
3. Perform concrete field tests and associated measurements including slump, air content, unit weight, and ambient air & concrete temperature. Sample placed concrete materials.

4. Pick up concrete sample cylinders the following workday and transport them to the ECS concrete laboratory for processing, moisture curing, and subsequent compressive strength testing. *Appropriate onsite storage areas (curing boxes, shades, etc.) for initial sample curing and any other field curing of concrete samples shall be provided by the contractor.*

### Project Administration, Clerical, & Dispatching

Project Administrators / Clerical Staff will work on the projects as follows:

1. Perform Field Services Dispatching.
2. Process Field Reports and Laboratory Test Result Reports.
3. Perform additional administrative and clerical duties to aid in project execution.

### Project Management

Project Managers and Principal Engineers will manage the project as follows:

1. Attend the Pre-Construction meeting (if held).
  2. Coordinate field and lab services with the project general contractor and dispatch our field staff as scheduled.
  3. Process, finalize, and distribute all field and laboratory reports.
  4. Manage our project operation and services delivery as well as provide general material engineering consultation.
- Our field staff or project professionals will provide documentation of events in the field and notify the project general contractor and the client (as needed) upon recognition of deficiencies.

### ADDITIONAL SERVICES

The following services are not included in the Scope of Services and will be considered as *Additional Services*, if and when they are required, requested, or occur:

1. Additional construction material samples for laboratory testing including early test samples or additional sample sets beyond the frequency required in the project documents.
2. Services cancellation in transit or at the project site, including all associated staff time and vehicle charges.
3. Onsite delays and standby time.
4. Failed Tests, including all associated time, materials, and vehicle charges.
5. Field (on site) curing facilities and/or storage for the cementitious samples.
6. Attendance at construction meetings throughout the duration of the construction process.
7. Any additional services not specifically included in the above Scope of Services for this project.

The additional services noted above are not factored into our scope and estimated fees provided with this cost estimate. Unless defined specifically, all additional services will be invoiced at their standard rates (subject to overtime modification, where applicable) shown on the following fee schedule.

### ESTIMATED FEES

This estimated fee proposal is the product of careful consideration of information provided to us during preparation of this proposal, as well as necessary assumptions as noted above based on our experience with similar projects where information is incomplete. Our fee for providing these services is expected to not exceed \$75,000.00. In the event that an additional budget is required, we will communicate the change order ahead of time to get the required approval prior to exceeding the budget.

All cancellations and retests will be charged directly to the contractor on a separate contract, which will be issued at a later date.

The number of hours and level of effort that we based our cost estimate on should be considered approximate since it is not based upon a published construction schedule or provided material quantities. In addition, our actual number of hours and tests for this project will ultimately be determined by as-constructed magnitudes and frequencies of installation events as well as the proportion of concurrent events requiring our CMT services. If a construction schedule or material quantities become available, we can review them against our assumptions and be more definitive in our scope and estimated costs.

A summary of the scope of services and our estimated fees for each is provided on the following "Estimated Fees & Total Cost" table. The rates applied to this project and utilized in our fee estimation are provided on the following "Standard Fee Schedule" table. Additions or deletions to our scope of work (estimated quantities) will be adjusted based on the established unit prices provided in this cost estimate for this project.

### GENERAL ASSUMPTIONS

Based on the general project information and our scope of services outlined above, the general assumptions utilized in the preparation of our estimated fees are listed below:

1. All material sample pickups and transport to our Laboratory are separate trips, independent of scheduled services.
2. Backfill for utilities will be completed in 15 days at 300 LF/day.
3. Concrete for pavement areas will be completed in 16 trips assuming 200 Cy/trip.
4. Earthwork for pavement will be completed in 34 trips assuming 600 LF/trip.

**ESTIMATED FEES & TOTAL COST**

Description	Est. Quantity	Unit	Unit Price	Est. Total
<b><u>PAVING &amp; SIDEWALK</u></b>				
Engineering Technician -earthwork	260	hr	\$ 50.00	\$ 13,000.00
Engineering Technician -Concrete	84	hr	\$ 50.00	\$ 4,200.00
Engineering Technician -OT	110	hr	\$ 75.00	\$ 8,250.00
Standard Proctor Moisture/Density Relationship Test	5	ea	\$ 150.00	\$ 750.00
Atterberg Limits Tests	14	ea	\$ 75.00	\$ 1,050.00
Grain Size Analysis Washed	5	ea	\$ 75.00	\$ 375.00
Sulphate Test	2	ea	\$ 80.00	\$ 160.00
Lime Series	2	ea	\$ 250.00	\$ 500.00
Lime Gradation	9	ea	\$ 20.00	\$ 180.00
Lime Depth Checks	9	ea	\$ 20.00	\$ 180.00
Swell Potential Test	6	ea	\$ 100.00	\$ 600.00
Soil Compressive Strength Test	6	ea	\$ 100.00	\$ 600.00
Nuclear Gauge Fee	34	day	\$ 75.00	\$ 2,550.00
Equipment Fee	12	day	\$ 15.00	\$ 180.00
Concrete Cylinders (5 cyl/50 cy)	150	ea	\$ 15.00	\$ 2,250.00
Sample Pick Up	12	ea	\$ 25.00	\$ 300.00
Vehicle Trip Charge	61	ea	\$ 30.00	\$ 1,830.00
			<b>Subtotal:</b>	<b>\$ 36,955.00</b>
<b><u>UTILITY</u></b>				
Engineering Technician- Earthwork	120	hr	\$ 50.00	\$ 6,000.00
Engineering Technician- Concrete	96	hr	\$ 50.00	\$ 4,800.00
Nuclear Gauge Fee	15	day	\$ 75.00	\$ 1,125.00
Concrete Cylinders (5 cyl/100 cy)	45	ea	\$ 15.00	\$ 675.00
Equipment Fee	12	day	\$ 15.00	\$ 180.00
Sample Pick Up	12	ea	\$ 25.00	\$ 300.00
Vehicle Trip Charge	39	ea	\$ 30.00	\$ 1,170.00
			<b>Subtotal:</b>	<b>\$ 14,250.00</b>
<b><u>ENGINEERING/MANAGEMENT</u></b>				
Project Set Up/Initiation	1	ea	\$ 250.00	\$ 250.00
Administrator/Clerical	9	hr	\$ 60.00	\$ 540.00
Project Manager	40	hr	\$ 120.00	\$ 4,800.00
Principal Engineer	18	hr	\$ 210.00	\$ 3,780.00
			<b>Subtotal:</b>	<b>\$ 9,370.00</b>
<b>TOTAL ESTIMATED COST</b>				<b>\$ 74,825.00</b>

## STANDARD FEE SCHEDULE

Description of Services	Notes	Unit Rate
<b>Field Services</b>		
• Engineering Technician		\$ 50.00 / hour
• Senior Engineering Technician		\$ 55.00 / hour
• Structural Steel Technician		\$ 85.00 / hour
• Specialty Technician		\$ 85.00 / hour
• Nuclear Gauge Fee		\$ 75.00 / day
• Concrete Core Drilling – Mobilization		\$ 250.00 / each
• Concrete Core Drilling – Crew		\$ 95.00 / hour
• Equipment Fee		\$ 15.00 / day
• Material Sample Pickup (Concrete, Grout, & Mortar)		\$ 25.00 / trip
• Vehicle Charge		\$ 30.00 / trip
• Mileage (If Applicable)		\$ 0.70 / mile
<b>Project Management &amp; Engineering Services</b>		
• Administrator / Clerical		\$ 60.00 / hour
• Project Manager		\$ 120.00 / hour
• Project Principal		\$ 210.00 / hour
• Concrete Mix Design Review		\$ 250.00 / each
• Certification Letter		\$ 250.00 / each
<b>Laboratory Services</b>		
• Earthwork: Standard Proctor, Moisture / Density Relationship	ASTM D-698	\$ 150.00 / each
• Earthwork: Modified Proctor, Moisture / Density Relationship	ASTM D-1557	\$ 175.00 / each
• Earthwork: Atterberg Limits Tests, Plasticity Index & #200	ASTM D-4318	\$ 75.00 / each
• Earthwork: Washed Sieve Analyses, Percent Passing #200 Sieve	ASTM D-1440	\$ 75.00 / each
• Earthwork: Lime Series	ASTM D-6276	\$ 250.00 / each
• Earthwork: Lime Gradations	ASTM D-6913	\$ 20.00 / each
• Earthwork: Free-Swell Test	ASTM D-4546	\$ 100.00 / each
• Concrete: Cylinders – Compressive Strength	ASTM C-39	\$ 15.00 / each

**General Notes**

1. There will be **3-hour minimum** for services rendered on this project with the exception of sample pickup; billing will be based on specific unit rates.
2. Hourly unit rates are based on a normal 8-hour work day, Monday through Friday (non-holidays), between normal business hours of 8:00 a.m. to 5:00 p.m. Hourly rates outside normal hours, Saturdays, and same day dispatch call-ins will be invoiced at a rate of 1.5 times the normal hourly rate indicated above. Sundays and Federal Holidays will be invoiced at a rate of 2 times the normal hourly rate indicated above.
3. Vehicle charges account for a round trip (mileage expenses only) originating from our local office to the project site.

## 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 ECS SOUTHWEST, LLP  
FOR THE TEEL PARKWAY (US 380-FIRST STREET) – 2 NB LANES PROJECT (2153-ST)

THE STATE OF TEXAS §  
COUNTY OF Collin §

I, Garrett Klingensmith, 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.

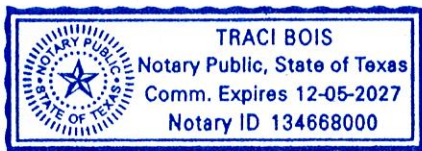
Upon filing this affidavit with the Town of Prosper, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573 of the Texas Government Code, is a member of the public body which took action on the agreement.

Signed this 20th day of February, 2024.

[Signature] Vice President  
Signature of Official / Title

BEFORE ME, the undersigned authority, this day personally appeared Garrett Klingensmith 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 20th day of February, 2024.



[Signature]  
Notary Public in and for the State of Texas

My Commission expires: 12-5-27



**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>            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).             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.             A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b>	
<p><b>1 Name of vendor who has a business relationship with local governmental entity.</b>   <div style="font-size: 1.5em; text-align: center;">N/A</div></p>	<p>Data Received</p>	
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p><b>3 Name of local government officer about whom the information is being disclosed.</b></p> <p align="center">_____</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">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p align="center"> <input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No         </p> <p align="center">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p align="center"> <input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No         </p>		
<p><b>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</b></p>		
<p><b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p><b>7</b></p> <p align="center">            _____            Signature of vendor doing business with the governmental entity         </p>		<p align="center">           2/20/2024            _____            Date         </p>