

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE TOWN OF PROSPER, TEXAS, AND GEOTEX ENGINEERING LLC  
FOR THE LEGACY (PRAIRIE – FIRST) – 4 LANES PROJECT (2143-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 **GEOTEX ENGINEERING LLC**, 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 **LEGACY (PRAIRIE – FIRST) – 4 LANES Project (2143-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 **Two Hundred Seventy-Three Thousand, Four Hundred Sixteen Dollars and Zero Cents (\$273,416.00)** 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:

Geotex Engineering LLC  
Amy Brothers, P.E., President / Owner  
P.O. Box 855  
Collinsville, TX 76233  
[ABrothers@geotex-engineering.com](mailto:ABrothers@geotex-engineering.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 \_\_\_\_\_, 20\_\_\_\_.

**GEOTEX ENGINEERING LLC**

**TOWN OF PROSPER, TEXAS**

By: Amy Irwin Brothers  
Signature

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

Amy Irwin Brothers  
Printed Name

Mario Canizares  
Printed Name

President  
Title

Town Manager  
Title

February 14, 2024  
Date

\_\_\_\_\_  
Date

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**EXHIBIT A  
SCOPE OF SERVICES**

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE TOWN OF PROSPER, TEXAS, AND GEOTEX ENGINEERING LLC  
FOR THE LEGACY (PRAIRIE – FIRST) – 4 LANES PROJECT (2143-ST)**

**<<<REFERENCE NEXT 3 PAGES FOR DETAILS>>>**

February 5, 2024  
Proposal No.: 23-0817-004

Mr. Joshua Cotton  
Town of Prosper  
jcotton@prospertx.gov

**Subject: Construction Materials Testing Services  
Legacy Drive Prosper  
Prosper, Texas**

Dear Mr. Cotton:

Geotex Engineering is pleased to submit this proposal for construction materials testing for the above-referenced project. We understand that the project entails the extension of Legacy Drive in Prosper, Texas.

This proposal is based on structural and civil bid set plans dated November 2023; geotechnical report by CMJ Engineering dated March 1, 2023.

#### **PROJECT INFORMATION**

Based on our review of the project plans and specifications, we understand that the project will consist of the following:

- ◆ Legacy Drive:
  - ◆ Moisture-conditioned subgrade (72-inches and 12-inches lime stabilized subgrade)
  - ◆ 8-inch flexbase with geogrid at driveways
  - ◆ Portland cement concrete paving
  - ◆ Utility trench backfill
  - ◆ Utility structures
  - ◆ Pedestrian trails
  
- ◆ Bridge Structure:
  - ◆ Cement stabilized abutment backfill
  - ◆ Straight-sided drilled shaft foundation system (18-inch & 36-inch)
  - ◆ Concrete wingwalls
  - ◆ Reinforced concrete slab
  - ◆ Approach slabs

## SCOPE OF SERVICES

The following scope of services is based on our review of the project documents and is limited to providing testing and/or observations for the previously mentioned construction. ***We do request that your construction representative provide us with a 24-hour notice for scheduling purposes. Same-day call-ins will be billed at premium rates.*** As such, we agree to provide the appropriate personnel to perform the below construction materials services.

### Earthwork

- Obtain and perform laboratory moisture/density relations (ASTM D698)(Tex-114-E) and soil classification tests (liquid limit, plastic limit, and percent finer than no. 200 sieve analysis) for each soil type
- Perform in-place moisture/density tests at the proposed rate of 1/300 linear feet for each roadway direction, and 1/300 linear feet for trench utility backfill, with a minimum of 3 tests per lift
- Perform sulfate tests on pavement subgrade
- Perform a pH test per 300 feet of spacing or less along each roadway direction
- Determine swell potential every 900 feet spacing or less along each roadway direction
- Perform in-place depth checks at the rate of 1/100 linear feet on lime-treated paving subgrades, and in-place gradations at the rate of 1/300 linear feet.
- Perform compressive strength at the rate of 1/900 linear feet of roadway.

### Drilled Shaft Installation

- An engineer or geologist will be onsite on the first day of drilled shaft placement to verify the soil design parameters and to provide assistance if any problems arise during placement.
- Excavation observation of the drilled shafts will include:
  - record the diameter of the drilled shaft
  - record top and bottom pier elevations (information obtained from plans or provided by contractor)
  - record depth to the bearing stratum
  - record penetration into the bearing stratum
  - record if a casing was used
  - record if plumbness is within specification tolerance
  - record horizontal and vertical bars quantity and size
  - record the condition of drilled shaft excavation before concrete placement
  - record the time concrete was placed

### Reinforcing Steel

- Perform reinforcing steel observation which will include:
  - verify the number and size of bars
  - verify clearance between bars and spacing
  - verify securing, tying, and chairing of bars
  - verify that the installation of forms complies with plans and specifications

## Cast-In-Place Concrete

- Perform testing during concrete placements, which will include:
  - perform ambient and concrete temperature determinations
  - perform entrained air content determination
  - perform slump determination
- Cast concrete test cylinders at the proposed rate of 5/100 cubic yards of concrete placed for pavement and 5/60 cubic yards for bridge deck, or a fraction thereof placed per day
- Compressive strength determination of concrete test cylinders with one tested at 7 days, three tested at 28 days, and one held in reserve
- Perform pavement depth checks by core every 300 feet or less

## Structural Steel

- Perform visual observation on welded and bolted connections
- Perform ultrasonic observation on moment or “full-penetration” welded connections

## **Notes and Qualifications:**

Preparation of a compliance letter or other tasks and services that will require Professional Engineering (PE) hours will be billed at the PE’s rate of \$185/hour.

## **COMPENSATION**

While testing is dependent on the construction sequence, contractor performance and efficiency, weather conditions, and the actual testing performed, we suggest an **estimated budget of \$273,416**. The invoicing for this project will use the attached Fee Schedule **and the actual quantity of work performed**. The estimated budget will not be exceeded without prior approval. Services provided by Geotex Engineering will be consistent with the engineering standards prevailing at the time and in the area that the work is performed; no other warranty, express or implied, is intended. Estimates are valid for 60 days. If ICC Special Inspections are requested or required, additional fees will apply. Any additional testing that the client requests will be billed.

A Letter of Agreement for your execution will be forwarded to your office upon your approval of this proposal.

We appreciate the opportunity to provide you with our services. Please call if you have any questions or wish to discuss any aspect of our proposal.

Sincerely,  
Geotex Engineering, LLC

*Brandon Lowrance*

Brandon Lowrance  
Chief Estimator



**EXHIBIT B  
COMPENSATION SCHEDULE**

**PROFESSIONAL SERVICES AGREEMENT  
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FOR THE LEGACY (PRAIRIE – FIRST) – 4 LANES PROJECT (2143-ST)**

**<<<REFERENCE NEXT 3 PAGES FOR DETAILS>>>**

# EXHIBIT B (Sheet 1 of 3)



**Geotex Engineering**  
1101 Shady Oaks Dr.  
Denton, Texas  
Phone: 940.735.3433

## Budget Estimate for Construction Materials

Testing & Observation Services

**Legacy Drive**

Prosper, Texas - 23-0817-004

| Item  | Quantity | Unit | Unit Rate | Total              |
|---|----------|------|-----------|--------------------|
| <b><u>Earthwork Observation &amp; Testing Paving &amp; Utilities</u></b>                                      |          |      |           |                    |
| Moisture Density Relations (ASTM D698 - Method A or B)  | 10       | each | \$185.00  | \$1,850.00         |
| Moisture Density Relations (ASTM D698 - Method C)   | 2        | each | \$200.00  | \$400.00           |
| Atterberg Limits (ASTM 4318)  | 17       | each | \$95.00   | \$1,615.00         |
| Minus 200 Sieve Analysis  | 10       | each | \$50.00   | \$500.00           |
| Sieve Analysis  | 2        | each | \$125.00  | \$250.00           |
| Oversized Rock Correction   | 2        | each | \$80.00   | \$160.00           |
| Soil pH   | 7        | each | \$70.00   | \$490.00           |
| Overburden Swell  | 3        | each | \$85.00   | \$255.00           |
| Unconfined compressive strength (soil)  | 3        | each | \$55.00   | \$165.00           |
| Sample preparation for lime treated samples   | 3        | each | \$80.00   | \$240.00           |
| Lime Depth Checks   | 40       | each | \$20.00   | \$800.00           |
| Lime Subgrade Gradations (Tex-101-E)  | 16       | each | \$20.00   | \$320.00           |
| Sulfate Content in Soils, Colorimetric Method   | 5        | each | \$105.00  | \$525.00           |
| Lime Series, Plasticity Index Method  | 2        | each | \$500.00  | \$1,000.00         |
| In-Place Moisture-Density Tests (Grading Fill) Min 3 Per Trip   | 100      | each | \$20.00   | \$2,000.00         |
| In-Place Moisture-Density Tests (Paving) Min 3 Per Trip   | 202      | each | \$20.00   | \$4,040.00         |
| In-Place Moisture-Density Tests (Utilities) Min 3 Per Trip  | 83       | each | \$20.00   | \$1,660.00         |
| Certified Engineering Soils Technician - Grading Fill (Min. 4 hrs. per trip)                                  | 132      | hour | \$60.00   | \$7,920.00         |
| Certified Engineering Soils Technician - Paving (Min. 4 hrs. per trip)  | 162      | hour | \$60.00   | \$9,720.00         |
| Certified Engineering Soils Technician - Utilities (Min. 4 hrs. per trip)                                     | 48       | hour | \$60.00   | \$2,880.00         |
| Certified Engineering Soils Technician (Estimated overtime)   | 75       | hour | \$90.00   | \$6,750.00         |
| Trip Charge   | 63       | trip | \$50.00   | \$3,150.00         |
| Project Manager   | 38       | hour | \$125.00  | \$4,750.00         |
| Project Administration  | n/a      | %    | 10        | \$5,144.00         |
| <b>Estimated Total for Earthwork Services for Paving &amp; Utilities:</b>                                     |          |      |           | <b>\$56,584.00</b> |
| <b><u>Concrete Observation &amp; Testing - Paving &amp; Utility Structures</u></b>                            |          |      |           |                    |
| Concrete Test Cylinders (4 x 8 inch)<br>(Includes: ambient & concrete temperatures, slump, air & unit weight) | 340      | each | \$25.00   | \$8,500.00         |
| Certified Engineering Concrete Technician (Min. 4 hrs. per trip)<br>(Includes cylinder pick up)               | 275      | hour | \$60.00   | \$16,500.00        |
| Certified Engineering Concrete Technician (Estimated overtime)  | 100      | hour | \$90.00   | \$9,000.00         |
| Core Drilling Machine Fee   | 1        | trip | \$375.00  | \$375.00           |
| Hilti Ferroskan (Min. 4 hr. charge)   | 4        | hour | \$125.00  | \$500.00           |
| 4-inch Diameter or Less, Concrete Cores to 8" depth   | 7        | each | \$75.00   | \$525.00           |
| Core Hole Patching  | 7        | each | \$75.00   | \$525.00           |
| Engineering Concrete Core Technician  | 8        | hour | \$65.00   | \$520.00           |
| Trip Charge   | 30       | trip | \$50.00   | \$1,500.00         |
| Project Manager   | 31       | hour | \$125.00  | \$3,875.00         |
| Project Administration  | n/a      | %    | 10        | \$4,182.00         |
| <b>Estimated Total for Concrete Services for Paving:</b>  |          |      |           | <b>\$46,002.00</b> |

## EXHIBIT B (Sheet 2 of 3)

|  |     |      |          |                     |
|--|-----|------|----------|---------------------|
| <b><u>Earthwork Observation &amp; Testing Bridge Structure</u></b>   |     |      |          |                     |
| Moisture Density Relations (Tex-114-E)   | 2   | each | \$225.00 | \$450.00            |
| Atterberg Limits (Tex-104, 105 & 106-E)  | 1   | each | \$110.00 | \$110.00            |
| Minus 200 Sieve Analysis   | 1   | each | \$50.00  | \$50.00             |
| In-Place Moisture-Density Tests (Tex-115), Min 3 per trip  | 40  | each | \$20.00  | \$800.00            |
| Certified Engineering Soils Technician (Min. 4 hrs. per trip)  | 65  | hour | \$60.00  | \$3,900.00          |
| Certified Engineering Soils Technician (Estimated overtime)  | 16  | hour | \$90.00  | \$1,440.00          |
| Trip Charge  | 10  | trip | \$50.00  | \$500.00            |
| Project Manager  | 6   | hour | \$125.00 | \$750.00            |
| Project Administration   | n/a | %    | 10       | \$800.00            |
| <b>Estimated Total for Earthwork Services:</b>   |     |      |          | <b>\$8,800.00</b>   |
| <b><u>Concrete Observation &amp; Testing Bridge Structure</u></b>  |     |      |          |                     |
| Concrete Test Cylinders (4 x 8 inch)<br>(Includes: ambient & concrete temperatures, slump, air & unit weight)                    | 240 | each | \$25.00  | \$6,000.00          |
| Certified Engineering Concrete Technician (Min. 4 hrs. per trip)<br>(Includes reinforcing, forms observation & cylinder pick up) | 864 | hour | \$60.00  | \$51,840.00         |
| Certified Engineering Concrete Technician (Estimated overtime)   | 50  | hour | \$90.00  | \$4,500.00          |
| Senior Engineer (PE)   | 30  | hour | \$250.00 | \$7,500.00          |
| Trip Charge  | 90  | trip | \$50.00  | \$4,500.00          |
| Project Manager  | 60  | hour | \$125.00 | \$7,500.00          |
| Project Administration   | n/a | %    | 10       | \$8,184.00          |
| <b>Estimated Total for Concrete Services:</b>  |     |      |          | <b>\$90,024.00</b>  |
| <b><u>Drilled Shaft Observations</u></b>   |     |      |          |                     |
| Concrete Test Cylinders (4 x 8 inch)<br>(Includes: ambient & concrete temperatures, slump, air & unit weight)                    | 210 | each | \$25.00  | \$5,250.00          |
| Certified Sr. Engineering Technician (Min. 4 hrs. per trip)  | 336 | hour | \$75.00  | \$25,200.00         |
| Certified Sr. Engineering Technician (Estimated overtime)  | 100 | hour | \$112.50 | \$11,250.00         |
| Senior Engineer (PE)   | 16  | hour | \$250.00 | \$4,000.00          |
| Trip Charge  | 44  | trip | \$50.00  | \$2,200.00          |
| Project Manager  | 39  | hour | \$125.00 | \$4,875.00          |
| Project Administration   | n/a | %    | 10       | \$5,278.00          |
| <b>Estimated Total for Drilled Shaft Services:</b>   |     |      |          | <b>\$58,053.00</b>  |
| <b><u>Structural Steel Observation</u></b>   |     |      |          |                     |
| CWI Specialist Visual Observation (Min. 5 hrs. per trip)   | 40  | hour | \$85.00  | \$3,400.00          |
| Ultrasonic Inspection (Min. 5 hrs. per trip)   | 20  | hour | \$95.00  | \$1,900.00          |
| Material Fee   | 4   | day  | \$50.00  | \$200.00            |
| Trip Charge  | 5   | trip | \$130.00 | \$650.00            |
| Project Manager  | 5   | hour | \$125.00 | \$625.00            |
| Project Administration   | n/a | %    | 10       | \$678.00            |
| <b>Estimated Total for Structural Steel Services:</b>  |     |      |          | <b>\$7,453.00</b>   |
| <b>Project Setup Fee</b>   | 1   | each | \$250.00 | \$250.00            |
| <b>Allowance for Sr. Engineer</b>  | 25  | hour | \$250.00 | \$6,250.00          |
|  |     |      |          | <b>\$6,500.00</b>   |
| <b>Estimated Total for Above Services:</b>   |     |      |          | <b>\$273,416.00</b> |

## EXHIBIT B (Sheet 3 of 3)

### **SCHEDULED ASSUMPTIONS AND NOTES**

Utility backfill completed at a rate of 100 linear feet per day, full depth of trench.  
72-inch moisture conditioning for Legacy Drive completed in 20 days.  
3 trips for flexbase testing at driveway approaches.  
It is assumed 2 bridge columns are completed per day.  
It is assumed no asphalt testing will be required on project.  
Pavement concrete placed at 200 cubic yards per pour, and sidewalk concrete placed at 80 cubic yards per pour.  
The bridge wing walls will be completed in 12 trips.  
Drilled shaft piers for bridge structure completed at a rate of one per day.  
Lime treatment onsite will be performed in 8 days.  
Bridge structure earthwork completed in 8 days.  
Concrete for Legacy Drive placed at 200 cubic yards per day.  
Storm Inlets, and headwalls will be placed at a rate of 3 per pour.  
Sanitary sewer manholes are assumed to be pre-cast.  
Bridge deck concrete placed in 4 sections.  
Concrete for sidewalk will be completed in 6 days.  
Rebar inspections will be for bridge only.

### **NOT INCLUDED IN REQUIREMENTS OR THE BUDGET**

Tests in excess of above stated quantities or additional tests not listed  
Retesting of any failed tests / observation  
Temporary site curing facility  
Project compliance letter

The fees listed above for field and laboratory tests, include the equipment necessary to accomplish the task. Fees not listed above are available upon request. Estimates are valid for 60 days. Any additional testing that the client requests will be billed. There will be a 50% surcharge to the standard testing fees on all testing performed on rush orders. All services and personnel fees are subject to a minimum fee of four hours per trip for all scheduled inspections, site visits and for cancellations (on-site or in route) unless noted otherwise. Hourly rates quoted are portal to portal and apply to standard work days, Monday through Friday 7:00 am to 6:00 pm. Overtime rate of 1.5 times the quoted rate will be applied outside of the standard work hours, over 8 hours a day and on Saturday. Sundays and Holidays will be billed at 2 times the quoted rates. Fees listed above are per unit/hour, unless otherwise noted. Same-day call-ins to be billed at 1.5 times the hourly rate of the available personnel, up to and including the project manager's rate. Fees listed are for informational use only and are subject to change. If ICC Special Inspections are required, additional fees will apply.

## EXHIBIT C INSURANCE REQUIREMENTS

Service provider shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by the service provider. A certificate of insurance meeting all requirements and provisions outlined herein shall be provided to the Town prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration.

### A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. ISO Form Number GL 00 01 (or similar form) covering Commercial General Liability. "Occurrence" form only, "claims made" forms are unacceptable, except for professional liability.
2. Workers Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
3. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract.
4. Professional Liability, also known as Errors and Omissions coverage.

### B. MINIMUM LIMITS OF INSURANCE

Service Provider shall maintain throughout contract limits not less than:

1. Commercial General Liability: \$500,000 per occurrence /\$1,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy will include coverage for:
  - a. Premises / Operations
  - b. Broad Form Contractual Liability
  - c. Products and Completed Operations
  - d. Personal Injury
  - e. Broad Form Property Damage
2. Workers Compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 each accident, \$300,000 Disease- Policy Limit, and \$100,000 Disease- Each Employee.
3. Automobile Liability: \$500,000 Combined Single Limit. Limits can only be reduced if approved by the Town. Automobile liability shall apply to all owned, hired, and non-owned autos.
4. Professional Liability aka Errors and Omissions: \$500,000 per occurrence and in the aggregate.

### C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retentions in excess of \$10,000 must be declared to and approved by the Town.

**D. OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The Town, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the provider, products and completed operations of the provider, premises owned, occupied or used by the provider. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.
- b. The provider's insurance coverage shall be primary insurance in respects to the Town, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the provider's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its officers, officials, employees, boards and commissions or volunteers.
- d. The provider's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the insured's limits of liability.

2. Workers Compensation and Employer's Liability Coverage:

The insurer shall agree to waive all rights of subrogation against the Town, its officers, officials, employees and volunteers for losses arising from work performed by the provider for the Town.

3. All Coverages:

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after 30 days written notice to the Town for all occurrences, except 10 days written notice to the Town for non-payment.

4. Professional Liability and / or Errors and Omissions:

"Claims made" policy is acceptable coverage, which must be maintained during the course of the project, and up to two (2) years after completion and acceptance of the project by the Town.

**E. ACCEPTABILITY OF INSURERS**

The Town prefers that Insurance be placed with insurers with an A.M. Best's rating of no less than **A- VI**, or better.

**F. VERIFICATION OF COVERAGE**

Service Provider shall provide the Town with certificates of insurance indicating the coverages required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of insurance similar to the ACORD Form are acceptable. Town will not accept Memorandums of Insurance or Binders as proof of insurance. The Town reserves the right to require complete, certified copies of all required insurance policies at any time.

Certificate holder to be listed as follows:

Town of Prosper  
P.O. Box 307  
Prosper, TX 75078



**EXHIBIT E  
CONFLICT OF INTEREST QUESTIONNAIRE**

|  |  |
|--|--|
| <p align="center"><b>CONFLICT OF INTEREST QUESTIONNAIRE</b></p> <p align="center"><b>For vendor doing business with local governmental entity</b></p>  | <b>FORM CIQ</b>  |
| <p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>   | <b>OFFICE USE ONLY</b>   |
| <p><b>1 Name of vendor who has a business relationship with local governmental entity.</b></p> <p align="center">Geotex Engineering, LLC</p>   | <p>Date Received</p>   |
| <p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>  |  |
| <p><b>3 Name of local government officer about whom the information is being disclosed.</b></p> <p align="center">N/A</p> <p align="center">_____<br/>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>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><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"><i>Amy Dawn Brothens</i></p> <p align="center">_____<br/>Signature (if vendor doing business with the governmental entity)</p>   | <p align="center">February 14, 2024</p> <p align="center">_____<br/>Date</p> |