

PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND KIMLEY-HORN AND ASSOCIATES, INC.
FOR THE PROSPER TRAIL (TEEL PARKWAY – LEGACY DRIVE) PROJECT

This Agreement for Professional Engineering Services, hereinafter called "Agreement," is entered into by the Town of Prosper, Texas, a municipal corporation, duly authorized to act by the Town Council of said Town, hereinafter called "Town," and Kimley-Horn and Associates, 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."

W I T N E S S E T H:

WHEREAS, Town desires to obtain professional engineering services in connection with the Prosper Trail (Teel Parkway - Legacy Drive) Project, hereinafter called "Project";

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

1. **Term of Agreement.** This Agreement shall become effective on the date of its execution by both Parties, and shall continue in effect thereafter until terminated as provided herein.

2. **Services to be Performed by Consultant.** The Parties agree that Consultant shall perform such services as are set forth and described in Exhibit A - Scope of Services and incorporated herein as if written word for word. All services provided by Consultant hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of their profession. In case of conflict in the language of Exhibit A and this Agreement, this Agreement shall govern and control. Deviations from the Scope of Services or other provisions of this Agreement may only be made by written agreement signed by all Parties to this Agreement.

3. **Prompt Performance by Consultant.** Consultant shall perform all duties and services and make all decisions called for hereunder promptly and without unreasonable delay as is necessary to cause Consultant's services hereunder to be timely and properly performed. Notwithstanding the foregoing, Consultant agrees to use diligent efforts to perform the services described herein and further defined in any specific task orders, in a manner consistent with these task orders; however, the Town understands and agrees that Consultant is retained to perform a professional service and such services must be bound, first and foremost, by the principles of sound professional judgment and reasonable diligence.

4. **Compensation of Consultant.** Town agrees to pay to Consultant for satisfactory completion of all services included in this Agreement a total fee of Nine Hundred Fifty Thousand and 00/100 Dollars (\$950,000.00) for the Project as set forth and described in Exhibit B - Compensation Schedule and incorporated herein as if written word for word. Lump sum fees shall be billed monthly based on the percentage of completion. Hourly not to exceed fees shall be billed monthly based on hours of work that have been completed. Direct Costs for expenses such as mileage, copies, scans, sub-consultants, and similar costs are included in fees and shall be billed as completed.

Consultant agrees to submit statements to Town for professional services no more than once per month. These statements will be based upon Consultant's actual services performed and reimbursable expenses incurred, if any, and Town shall endeavor to make prompt payments. Each statement submitted by Consultant to Town shall be reasonably itemized to show the amount of work performed during that period. If Town fails to pay Consultant within sixty (60) calendar days of the receipt of Consultant's invoice, Consultant may, after giving ten (10) days written

notice to Town, suspend professional services until paid.

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

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

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

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

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

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

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

IN THE EVENT THAT TOWN AND CONSULTANT ARE CONCURRENTLY NEGLIGENT, THE PARTIES AGREE THAT ALL LIABILITY SHALL BE CALCULATED ON A COMPARATIVE BASIS OF FAULT AND RESPONSIBILITY AND THAT NEITHER PARTY SHALL BE REQUIRED TO DEFEND OR INDEMNIFY THE OTHER PARTY FOR THAT PARTY'S NEGLIGENT OR INTENTIONAL ACTS, ERRORS OR OMISSIONS.

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

Kimley-Horn and Associates, Inc.
L. Nathan Ante, P.E., Sr. Vice Pres.
2201 W. Royal Lane, Suite 275
Irving, TX 75063
Nathan.Ante@kimley-horn.com

Town of Prosper
Mario Canizares, Town Manager
PO Box 307
Prosper, TX 75078
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. **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____.

KIMLEY-HORN AND ASSOCIATES, INC.

TOWN OF PROSPER, TEXAS

By: 
Signature

By: _____
Signature

Ryan Dufour, P.E.
Printed Name

Mario Canizares
Printed Name

Project Manager
Title

Town Manager
Title

August 13, 2026
Date

Date

By: 
Signature

L. Nathan Ante, P.E.
Printed Name

Senior Vice President
Title

August 13, 2026
Date

EXHIBIT A
SCOPE OF SERVICES

PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND KIMLEY-HORN AND ASSOCIATES, INC.
FOR THE PROSPER TRAIL (TEEL PARKWAY - LEGACY DRIVE) PROJECT

I. PROJECT DESCRIPTION

This project includes the design of approximately 4,800 linear feet of the two westbound lanes and associated auxiliary lanes and median openings for Prosper Trail from Teel Parkway to Legacy Drive. The design improvements generally include paving, sidewalk, drainage, water line extensions, illumination conduit, median landscaping and irrigation, survey, and geotechnical services.

The project also generally includes franchise utility coordination, level 'A' and 'B' SUE, right-of-way and easement documents, bid phase services, construction phase services, record drawings, and a roundabout evaluation.

II. TASK SUMMARY

Task 1 – Survey

- 1.1. Data Collection and Property Research
 - 1.1.1 Gather existing plat information.
 - 1.1.2 Collect property owner and record information.
 - 1.1.3 Gather existing right-of-way and easement information. Identify easements available through typical research methodologies (i.e., plats, courthouse filings, etc.). Undocumented easements may not be identified. Title research may be performed as an additional service and fee only upon written Town authorization.
 - 1.1.4 Coordinate with Town and Texas 811 to locate and mark existing franchise and public utilities prior to performing the field survey. Existing franchise and public utility map to be provided as a part of Task 3.
- 1.2. Design Survey (Subconsultant)
 - 1.2.1 The survey limits include the following:
 - Prosper Trail alignment from Teel Parkway to Legacy, 130 feet wide.
 - 1.2.2 Establish a vertical control benchmark circuit as needed throughout the project. Town to provide established monument information for the area. Vertical control benchmarks will be established for use during construction.
 - 1.2.3 Establish horizontal control points, which will be based on NAD-83. Locate pertinent objects and above ground features within the survey limits, typically including:
 - Roadway pavement and driveways (including pavement type)
 - Drainage structures (i.e., culverts, ditches, inlets, manholes, and outfalls)
 - Utilities (signs or markers showing the presence of underground utilities, valves, manholes, flowlines, meters, backflow preventers, vents, poles, and guy wires)
 - Large (6-inch diameter and up), significant trees (identify species and caliper), and smaller trees and other plantings located within maintained landscapes
 - Fences (including material type) and gates
 - Sidewalks
 - Signs (roadway and private)

- Right-of-Way monumentation
 - Creek Bank Elevations
 - Creek Flowline
- 1.2.4 Process survey data to create plan view base map of existing features. Prepare a final topographic drawing in digital format (including contours and breaklines) showing the features located in the field as well as boundary and property information, an ASCII coordinate file of the points located in the field.
- 1.2.5 Project site visit to verify survey data.

Task 2 – Geotechnical Services (Subconsultant)

2.1. Subsurface Exploration

- 2.1.1 Along the roadway alignment from Teel Parkway to Legacy Drive, drill and extrude nine (9) sample borings to depths of 20 feet below existing grade using truck mounted equipment. Additional depths or borings, if necessary, will be provide as Additional Services only upon written Town authorization.
- Check samples for consistency with a hand penetrometer
 - Stake the boring locations using normal taping procedures (location and elevation to be surveyed)
 - Backfill bore holes and plug at the surface
 - Provide continuous sampling (with field strength testing)
 - Rock if encountered, will be evaluated for hardness by TxDOT cone penetrating field testing

2.2. Laboratory Services

2.2.1 Testing

- Moisture contents to determine profile of moisture variations
- Atterberg limits and sieve analysis for classification of soils
- Unconfined compression tests to evaluate soil strengths
- Swell test to determine swell potential and subgrade treatment requirements
- Lime Stabilization Series to determine percent lime and/or cement required for subgrade stabilization (evaluation and recommendation will be provided for both widening conditions and new pavement conditions).
- Sulfate test
- Standard proctor
- Resilient modulus

2.3. Engineering Analysis

- 2.3.1 Prepare an engineering report presenting the following:
- Sample boring location map
 - General soil and ground-water conditions
 - Examine samples for visible evidence of sulfates and discuss in the reports
 - Recommendations for appropriate subgrade treatment, stabilization type, and concentration
 - Recommend pavement section
 - Earthwork recommendations, including compaction criteria for any given fill placed
- 2.3.2 Submit one (1) copy of the report to the Town

Task 3 – Conceptual Design (30%)

- 3.1. Project Management and Administration
 - 3.1.1 Up to two (2) meeting with Town staff and stakeholders
 - 3.1.2 Up to one (1) project site visit
 - 3.1.3 Develop QC plan
 - 3.1.4 Develop project production plan
 - 3.1.5 Develop project schedule and interim milestones
 - 3.1.6 Project correspondence and invoicing
- 3.2. Data Collection
 - 3.2.1 Consultant will rely on the Town to provide Town Design Criteria (paving, drainage, utilities, streetscape), Standard Details, Ordinances, and Master Plan documents applicable to the project.
- 3.3. Roadway Design
 - 3.3.1 Establish roadway centerline.
 - 3.3.2 Establish typical sections, anticipated:
 - Minor Thoroughfare '4LD' approximately 4,800 linear feet of Prosper Trail.
 - Two (2) 12-foot travel lanes (full buildout)
 - 6-foot sidewalk along westbound parkway as-needed
 - 3.3.3 Establish median openings and auxiliary lanes.
 - 3.3.4 Establish sidewalk/trail widths and locations.
 - 3.3.5 Establish profile of the roadway.
 - 3.3.6 Determine Right-of-Way (ROW) and Easement requirements.
- 3.4. Drainage Design
 - 3.4.1 Compile hydrological and hydraulic data.
 - 3.4.2 Develop project drainage area maps.
 - Determine conveyance paths, channel slopes, time of concentration, and runoff coefficients to calculate design-year flows for proposed conditions.
 - Subdivide the overall drainage areas into sub-areas and calculate the discharge to each existing and future inlet. Analyze future inlet capacities and adjust inlet locations and sub-areas as needed to meet Town design criteria. Analyze existing inlets along Prosper Trail to determine if the existing facilities are sized to accommodate the proposed widening. Anticipated internal system for the entire length of project.
 - 3.4.3 Analyze drainage improvements to accommodate the proposed roadway. Evaluate the need for any offsite drainage improvements and report to the Town (the need for offsite improvements is not anticipated). The design of any offsite drainage improvements will be considered as *Additional Services* and can be performed for an additional fee.
 - 3.4.4 Conceptual design of storm drain facilities will consist of plan view only.
- 3.5. Water Line
 - 3.5.1 Establish horizontal location for the following proposed water line improvements:
 - Extension of existing laterals and crossings
 - Additional fire hydrants to meet current Town Standards
- 3.6. Franchise Utilities
 - 3.6.1 Establish the location of existing public utilities based upon information provided by the Town, franchise utility owners, and field survey information.
 - 3.6.2 Provide overall existing utility map representing all known existing franchise and public utility information along project corridor gathered from data collection.
 - 3.6.3 Identify potential conflicts with franchise utilities. Consultant will provide plan sets upon

- request for franchise utility coordination purposes.
- 3.6.4 Additional effort may be provided as a part of Task 6.
- 3.7. Opinion of Probable Construction Cost (OPCC)
- 3.7.1 Compile and prepare a conceptual opinion of probable construction cost (OPCC) for the project using recent average unit bid prices which are representative of similar types of construction in the local area.
- 3.8. Conceptual Plan and Profile Exhibit
- 3.8.1 Prepare one (1) conceptual roadway plan and profile exhibit (roll plot format at appropriate scale as determined by the engineer). Items to be included:
- Plan
 - Control Data
 - Existing right-of-way and easements
 - Existing survey data
 - Existing pavement
 - Existing driveway locations
 - Existing trees
 - Existing storm drain locations
 - Existing water line locations
 - Existing sanitary sewer line locations
 - Existing franchise utility locations (relying upon information provided by franchise utility owners and data collection)
 - Proposed centerline alignment and horizontal curve data
 - Proposed curb and paving limits
 - Proposed sidewalk
 - Proposed driveways
 - Proposed transition pavement tie-ins to existing pavement
 - Proposed cross culverts and headwalls, if applicable
 - Proposed storm drainage system
 - Proposed storm drain inlet locations
 - Proposed water line improvements
 - Proposed limits of construction
 - Proposed pavement marking and signs
 - Proposed ROW and easement requirements
 - Profile
 - Existing ground profile at proposed top of curb and right-of-way lines
 - Proposed vertical alignment (top of curb)
- 3.9. Prepare one (1) Conceptual level right-of-way map showing the existing and proposed right-of-way and easements needed for proposed improvements.
- 3.10. Conceptual Design submittal
- 3.10.1 Refer to III. DELIVERABLES

Task 4 – Preliminary Design (60%)

- 4.1. Project Management and Administration
- 4.1.1 Up to two (2) meetings with Town staff and stakeholders
- 4.1.2 Up to one (1) project site visit
- 4.1.3 Implement QC plan
- 4.1.4 Update project schedule and interim milestones
- 4.1.5 Project correspondence and invoicing

- 4.2. General Plan Sheets
 - 4.2.1 Incorporate conceptual design submittal review comments.
 - 4.2.2 Upon Town approval of the Conceptual Design, prepare plan sheets (originals may be 22"x34" at a scale of 1"=20' horizontal and 1"=4' vertical).
 - 4.2.3 Prepare miscellaneous plan sheets
 - Cover Sheet
 - Sheet Index
 - General Notes (anticipated to be provided by Town)
 - Project Control
 - Typical Sections
 - Demolition Plan
 - Identify and prepare special specifications and/or special provisions applicable to the project
- 4.3. Roadway Design
 - 4.3.1 Develop roadway plan and profile.
 - 4.3.2 Incorporate intersection improvements as determined by the Town.
 - 4.3.3 Develop design cross-sections.
 - Develop on 50' station intervals and driveway centers.
 - Show pavement, subgrade, right-of-way limits, easements, cross slopes, curbs, and sidewalks.
 - Cross-sections may be provided in the bid documents.
 - 4.3.4 Prepare roadway details to clarify intent of design.
 - 4.3.5 Compile applicable Town standard details. Supplement standard details as needed.
- 4.4. Drainage Design
 - 4.4.1 Perform preliminary storm sewer sizing and alignment design. Prepare preliminary plan and profile design sheets and hydraulic design sheets for inclusion in the plans.
 - The design of lateral extensions and inlet replacements for existing inlet locations are included. The design of any storm drain main line capacity improvements and/or offsite drainage improvements to accommodate the proposed widening, if necessary, will be considered Additional Services.
 - 4.4.2 Determine outfall grading requirements and provide plans and details for channel protection (if applicable).
 - 4.4.3 Prepare drainage details to clarify intent of design.
 - 4.4.4 Compile applicable Town standard details. Supplement standard details, as needed.
- 4.5. Water Line Design
 - 4.5.1 Incorporate conceptual design review comments.
 - Establish horizontal location for the proposed water line improvements.
- 4.6. Pavement Marking and Signing Design
 - 4.6.1 Plans will consist of stop-control devices, stop bar locations, lane delineation pavement markings, and pedestrian signing/stripping (if applicable).
 - 4.6.2 Prepare pavement markers and marking layouts in accordance with Town design standards and the Texas Manual of Uniform Traffic Control Devices (TMUTCD).
 - 4.6.3 Prepare details to clarify intent of design.
 - 4.6.4 Compile applicable Town standard details. Supplement standard details, as needed.
- 4.7. Traffic Control Design
 - 4.7.1 Develop a traffic control narrative.
 - 4.7.2 Traffic control layout and plan sheets to be included with Final Design submittal.

- 4.7.3 Compile applicable Town and TxDOT standard details.
- 4.8. Illumination Design (Conduit Only)
 - 4.8.1 Locate proposed illumination conduit runs and ground boxes along the project.
- 4.9. Landscape and Irrigation Design (Median Only)
 - 4.9.1 Coordinate with Town on proposed median landscaping and irrigation to meet Town standards
 - 4.9.2 Prepare preliminary planting plans including trees, planting areas, and turf. Planting plans will show plant species, sizes, and location.
 - 4.9.3 Prepare plan sheets for planting details and specifications, including canopy trees, ornamental trees, shrubs and groundcover, and turf.
 - 4.9.4 Prepare preliminary irrigation plans per Town standards for irrigation equipment. Irrigation plans will show head layout, pipe sizing, controller / valve locations, and standard details.
- 4.10. Erosion Control Design
 - 4.10.1 Develop erosion control plans to comply with Town and any federal, state, or local requirements. Sheets will specify sediment control fence, inlet protection, rock check dams, sod, and seed locations.
 - 4.10.2 Compile applicable Town and TxDOT standard details.
- 4.11. Franchise Utilities
 - 4.11.1 Continue to identify potential conflicts with existing franchise utilities.
 - 4.11.2 Additional tasks may be provided as a part of Task 6.
- 4.12. Opinion of Probable Construction Cost (OPCC)
 - 4.12.1 Compile and prepare a preliminary opinion of probable construction cost (OPCC) for the project using recent average unit bid prices which are representative of similar types of construction in the local area.
- 4.13. Preliminary Design submittal
 - 4.13.1 Refer to III. DELIVERABLES

Task 5 – Final Design (90% and Final)

90% Design Submittal

- 5.1. Project Management and Administration
 - 5.1.1 Up to two (2) meetings with Town staff and stakeholders
 - 5.1.2 Up to one (1) project site visit
 - 5.1.3 Implement QC plan
 - 5.1.4 Update project schedule and interim milestones
 - 5.1.5 Project correspondence and invoicing
- 5.2. General Plan Sheets
 - 5.2.1 Incorporate preliminary design submittal review comments
 - 5.2.2 Finalize plan sheets (originals may be 22"x34" at a scale of 1"=20' horizontal and 1"=4' vertical)
 - 5.2.3 Finalize miscellaneous plan sheets
 - Cover Sheet
 - Sheet Index
 - General Notes
 - Project Control
 - Typical Sections
 - Demolition Plan
 - 5.2.4 Finalize special specifications and/or special provisions applicable to the project.
- 5.3. Roadway Design
 - 5.3.1 Finalize roadway plan and profile.

- 5.3.2 Finalize ultimate intersection improvements as determined by the Town.
- 5.3.3 Finalize cross-sections and driveway grading.
- 5.4. Drainage Design
 - 5.4.1 Perform final storm sewer sizing and alignment design. Finalize inlet design sheets and hydraulic design sheets.
 - 5.4.2 Design outfall grading requirements and provide plans and details for channel protection (if applicable).
 - 5.4.3 Provide hydrologic and hydraulic calculations for the proposed storm drain improvements.
 - 5.4.4 Finalize drainage plan and profile sheets.
 - 5.4.5 Prepare drainage details to clarify intent of design. Compile applicable Town standard details. Supplement standard details, as needed.
- 5.5. Water Line Design
 - 5.5.1 Incorporate Preliminary Design review comments.
- 5.6. Pavement Marking and Signing Design
 - 5.6.1 Finalize pavement marking and signing plans.
 - 5.6.2 Prepare details to clarify intent of design.
 - 5.6.3 Compile applicable Town standard details. Supplement standard details, as needed.
- 5.7. Traffic Control Design
 - 5.7.1 Finalize traffic control narrative.
 - 5.7.2 Develop traffic control plan sheets at 1"=100' scale (22"x34"). Traffic control plan to include signage, channelization devices, detours, temporary pavement, and concrete barriers (where applicable). Up to three (3) phases are anticipated.
 - 5.7.3 Compile applicable Town and TxDOT standard details. Supplement standard details as needed.
- 5.8. Illumination Design (Conduit Only)
 - 5.8.1 Upon Town approval of illumination conduit location, design 2-inch conduit system using Town specifications.
 - 5.8.2 Provide conduit layout, pull box locations, and applicable notes and details. Conduit will be shown on paving plans.
 - 5.8.3 Compile applicable TxDOT and Town standard details.
- 5.9. Landscape and Irrigation Design (Median only)
 - 5.9.1 Finalize landscape and irrigation design upon Town approval of preliminary landscape and irrigation plans. Final plans will be in accordance with Town requirements.
 - 5.9.2 Prepare final planting plans including trees, planting areas, and turf. Planting plans will show plant species, sizes, and location.
 - 5.9.3 Compile applicable Town standard planting and irrigation details and specifications.
 - 5.9.4 Prepare final irrigation plans per Town standards for irrigation equipment. Irrigation plans will show head layout, pipe sizing, controller / valve locations, and standard details.
- 5.10. Erosion Control Design
 - 5.10.1 Finalize erosion control measures.
 - 5.10.2 Compile applicable Town and TxDOT standard details.
- 5.11. Opinion of Probable Construction Cost (OPCC)
 - 5.11.1 Update opinion for construction cost using recent average unit bid prices which are representative of similar types of construction in the local area.
- 5.12. Project Manual
 - 5.12.1 It is anticipated that the Town will compile the project manual. Consultant to provide the following:
 - Pay item listing

- Quantities
 - Update the overall OPCC
- 5.13. Final design submittal (90%)
- 5.13.1 Refer to III. DELIVERABLES
- Final Design Submittal
- 5.14. Incorporate the final design submittal review comments.
- 5.15. Prepare the final OPCC.
- 5.16. Final design submittal (Final) (to be used by the Town for bidding)
- 5.16.1 Incorporate the final design submittal review comments.
- 5.16.2 It is anticipated the following sheets will be included in the construction plans:
- Cover Sheet
 - Sheet Index
 - General Notes
 - Project Control
 - Typical Sections
 - Demolition Plan
 - Paving Plan and Profile
 - Pavement Marking and Signing Plan
 - Drainage Area Map (Existing and Proposed)
 - Drainage Calculations
 - Storm Drain Plan and Profile
 - Traffic Control Narrative and Plan
 - Landscape Plan
 - Irrigation Plan
 - Erosion Control Plan
 - Cross Sections
 - Standard Details
 - TxDOT Details (where applicable)
- 5.17. Agency Permitting and Coordination (TDLR)
- 5.17.1 Prepare and submit Final Design plans to a Texas Department of Licensing and Regulation (TDLR) reviewer in accordance with the Elimination of Architectural Barriers Act. Consultant will review accessibility comments and make appropriate revisions to the plans. All coordination and fees with the TDLR application will be performed by Kimley-Horn.
- 5.18. Refer to III. DELIVERABLES

Task 6 – Franchise Utility Coordination

- 6.1 The budgeted fee for this Task is based upon approximately 80 hours for franchise utility coordination. We will not proceed with performance of services beyond the hours budgeted, without written authorization by the Town. This Task shall be used on an as-needed basis, at the discretion of the Town. Task may include:
- 6.1.1 Coordinate with franchise utility companies.
 - 6.1.2 Attend group and/or individual franchise utility meetings.
 - 6.1.3 Provide design data to franchise utility companies.
 - 6.1.4 Identify potential franchise utility conflicts and possible relocation requirements.
 - 6.1.5 Notify the Town if any relocations may be required.
 - 6.1.6 Provide utility relocation exhibits to assist with franchise utility coordination.
 - 6.1.7 Review relocation plans from franchise utility companies to identify conflicts with improvements.

Task 7 – Subsurface Utility Engineering (SUE) Quality Level “A” and Level “B” (through a subconsultant)

- 7.1 Upon Town Authorization, perform SUE (Subsurface Utility Engineering) Quality Level “A” and/or Level “B” to identify existing franchise utility locations along Prosper Trail by exposing specific utilities. Additional SUE will not be performed without written authorization by the Town.
- 7.1.1 Utilities to be designated include, gas, telecommunications, electric, traffic signals, storm, water, and sanitary sewer.
- 7.1.2 QL “A” provides three-dimensional (x,y,z) information obtained through the application and interpretation of non-destructive vacuum excavation methods. This quality provides horizontal location and vertical position of subsurface utilities. Up to five (5) test hole locations which will then be field surveyed have been budgeted for this task. We will not proceed with performance of services beyond the test holes budgeted, without written authorization by the Town.
- 7.1.3 QL “B” provides two-dimensional (x,y) information obtained through the application and interpretation of non-destructive surface geophysical methods. This quality provides the horizontal position of subsurface utilities within approximately one foot. Approximately two (2) days have been budgeted for this task. We will not proceed with performance of services beyond the days budgeted, without written authorization by the Town.

Task 8 – ROW and Easement Instruments of Conveyance

- 8.1 Prepare up to three (3) Right-of-Way instrument (narrative and graphic exhibits of ROW required for the Project).
- 8.2 Prepare up to eight (8) easement instruments for acquisition purposes (narrative and graphic exhibits of easements required for drainage, sidewalk, slope, street, and/or temporary construction easement).
- 8.3 Individual parcel exhibits shall be on 8 ½” x 11” paper, shall be sealed, dated, and signed by a Registered Professional Land Surveyor and shall contain the following:
- Parcel number.
 - Area required.
 - Area remaining.
 - Legal description.
 - Current owner.
 - Any existing platted easement or easements filed by separate instrument including easements provided by utility companies.
 - Metes and bounds description of parcel to be acquired. Description shall be provided on a separate sheet from the exhibit. Each type of easement shall be described separately.
 - Easement instruments for encroachment agreement purposes will be prepared in accordance with franchisee requirements.
- 8.4 Refer to III. DELIVERABLES

Task 9 – Bid and Construction Phase Services

- 9.1 Bid Phase Services
- 9.1.1 Town will issue bid documents to prospective bidders via electronic site, maintain a list of bidders to whom bidding documents have been issued, and addenda as appropriate to interpret, clarify, or expand the bidding documents. Assist the Town as needed.
- 9.1.2 Attend the pre-bid meeting and bid opening
- 9.1.3 Final construction plan submittal (conformed sets). Refer to III. DELIVERABLES

- 9.1.4 The budgeted fee for this Task is based upon approximately 20 hours for bid phase services. We will not proceed with performance of services beyond the hours budgeted, without written authorization by the Town.
- 9.2 Construction Phase Services
- 9.2.1 The budgeted fee for *Shop Drawings and Samples* is based upon approximately 120 hours (approx. 10 hours/month for anticipated 12 months for construction phase services). We will not proceed with performance of services beyond the hours budgeted, without written authorization by the Town.
- *Shop Drawings and Samples*. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
- 9.2.2 The budgeted fee for *Clarifications and Interpretations* is based upon approximately 120 hours (Approx. 10 hours/month for anticipated 12 months for construction phase services). We will not proceed with performance of services beyond the hours budgeted, without written authorization by the Town.
- *Clarifications and Interpretations*. When requested, review laboratory testing reports, requests for information (RFI), field change requests, and change orders and provide comments and/or responses to Town. Provide written responses to RFI's or clarification to Town or contractor. Provide and maintain an accurate Change Order Log, Submittal Log and RFI Log throughout the duration of the Project, and make such logs available to the Town upon request. If requested by the Town, render written decision on all claims of Town and contractor relating to the acceptability of contractor's work or the interpretation of the requirements of the contract documents pertaining to the progress of the contractor's work.
- 9.2.3 The total budgeted fee for Construction Phase Services is approximately 240 hours (approx. 20 hours/month for anticipated 12 months). We will not proceed with performance of services beyond the hours budgeted, without written authorization by the Town. Consultant shall perform its services in accordance with such Project schedule as is specified in the Contract, but in any event as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project in the case of delays caused by the Town's review of documents submitted under this Contract.

Task 10 – Record Documents

- 10.1 Consultant will prepare construction Record Documents based on the information received from the Contractor.
- 10.2 The budgeted fee for this Task is based upon approximately 40 hours. We will not proceed with performance of services beyond the hours budgeted, without written authorization by the Town.
- 10.3 Record Documents submittal, refer to III. DELIVERABLES

Task 11 – Roundabout Evaluation

- 11.1. Prepare high-level review along Prosper Trail (Teel to Legacy) and evaluate the following intersections along the corridor:
- 11.1.1 Teel Parkway
 - 11.1.2 Monarch Street
 - 11.1.3 Azalea Drive

- 11.1.4 Park Place
- 11.1.5 Cool River Trail
- 11.2. KH will request and obtain development data from the Town along corridor to assist with recommendations for roundabouts along Project area. This data should include proposed land use, density (square footage), existing traffic studies, and will be used to prepare high-level review to identify recommended roundabout locations. Traffic counts and operations analysis modeling are not included, and if necessary, will be considered *Additional Services*. KH will attend one (1) meeting with Town staff and stakeholders to discuss and document conclusions in a one-page memo.
- 11.3. Prepare conceptual-level roundabout sketches for up to three (3) of the intersection mentioned above. (Teel Parkway, plus up to two (2) unidentified intersections)
 - 11.3.1 The primary objective is to determine if roundabout geometrically feasible and reasonable based on available topographic survey and aerial imagery for the existing intersection geometry and proposed intersection geometry based on the Town's Design Manual. One PDF of the proposed roundabout concept will be prepared by the Consultant and provided to the Town for an overview of the proposed design parameters. Design constraints and Right-of-way needs will be defined at each location.
- 11.4. Prepare an opinion of probable construction cost (OPCC) for the proposed roundabout concept. It is assumed that the OPCC will need to consider a full-depth reconstruction of the existing intersection for the proposed improvements. These OPCCs are based on horizontal geometry drawn and assumptions on vertical geometry. This will include a measurement of existing pavement and curb removal as well as typical associated discipline-specific costs.
- 11.5. Consultant will provide one (1) Roundabout Conceptual Exhibit for each Intersection on aerial overlay.
- 11.6. Consultant will address up to one (1) round of comments for each Roundabout Conceptual exhibit.

Additional Services

Services not specifically identified in the Scope of Services above will be considered additional and may be performed with additional fee on an individual basis upon authorization by the Town. Such services may include, but are not limited to, the following:

- Construction Staking
- Environmental Services
- Title Research
- Streetscape/Hardscape design
- Illumination design
- Sanitary sewer design
- Franchise utility design
- Bridge design
- Retaining wall design
- Traffic simulations and/or traffic studies not mentioned above
- Temporary or permanent traffic signal design
- Design of any offsite drainage improvements beyond the improvements identified in the scope
- Design of retaining walls over 3 feet or outside the limits of right-of-way, or specialized inlets
- Stakeholder Coordination
- Preparation of Additional Bid Packages
- Packaging/inclusion of contract documents prepared by others
- Revising the Traffic Control Narrative or Phasing Plan based on Contractor input after Bidding

III. DELIVERABLES

Task 1 - Survey

- Digital Topographic Drawing

Task 2 - Geotechnical Services

- One (1) Copy of Geotechnical Report

Task 3 - Conceptual Design

30% Design

- Half size and full size roll plots (up to one of each upon request)
- Conceptual Level Right-of-Way Map
- Overall Existing Utility Map
- Drainage Area Maps
- 30% Opinion of Probable Construction Cost
- PDF versions of 30% Deliverables

Task 4 - Preliminary Design

60% Design

- Half-size 60% roll plot (up to 1 of each upon request)
- Preliminary Right-of-Way Map
- Half-size 60% plan sets (up to 1 of each upon request)
- Draft ROW and Easement documents
- 60% Opinion of Probable Construction Cost
- PDF versions of 60% Deliverables

Task 5 - Final Design

90% Design

- Half-size 90% roll plot (up to 1 of each upon request)
- Half-size 90% plan sets (up to 1 of each upon request)
- Final ROW and Easement documents
- 90% Opinion of Probable Construction Cost
- PDF versions of 90% Deliverables

Final Design

- Half-size and full-size of Final plan sets (up to 1 of each upon request)
- Final Opinion of Probable Construction Cost
- PDF versions of Final Deliverables
- One (1) DWG copy of final files

Task 8 – ROW and Easement Instruments of Conveyance

- Up to three (3) ROW instruments
- Up to eight (8) Easement instruments

Task 9 – Bid and Construction Phase Services

- Pay item listing
- Half-size and full-size of final (signed and sealed) Conformed plan sets (up to 1 each upon request)

Task 10 - Record Drawings

- One (1) DWG of the record drawings base map in accordance with Town standard
- One (1) PDF copy of each sheet of the record drawings

Task 11 – Roundabout Evaluation

- One (1) PDF copy of each intersection Layout Exhibit
- One (1) PDF copy of each intersection Opinion of Probable Construction Cost

EXHIBIT B
COMPENSATION SCHEDULE

PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND KIMLEY-HORN AND ASSOCIATES, INC.
FOR THE PROSPER TRAIL (TEEL PARKWAY - LEGACY DRIVE) PROJECT

I. COMPENSATION SCHEDULE

Task	Completion Schedule (Anticipated)	Compensation Schedule (Anticipated)
Notice-to-Proceed	September 2026	
Task 1 – Survey	September 2026	\$84,000
Task 2 – Geotechnical Services (through Subconsultant)	January 2027	\$29,000
Task 3 – Conceptual Design (30%)	January 2027	\$175,000
Task 4 – Preliminary Design (60%)	April 2027	\$245,000
Task 5 – Final Design (90% and Final)	October 2027	\$215,000
Task 6 – Franchise Utility Coordination	As needed	Up to \$25,000
Task 7 – SUE QL “B” and “A” (through subconsultant)	As needed	Up to \$23,000
Task 8 – ROW and Easement Instruments of Conveyance	July 2027	Up to \$20,000
Task 9 – Bid and Construction Phase Services	TBD	Up to \$81,000
Task 10 – Record Drawings	TBD	Up to \$13,000
Task 11 – Roundabout Evaluation	October 2026	Up to \$40,000
Total Compensation		\$950,000

II. COMPENSATION SUMMARY

Basic Services (Lump Sum)	Amount
Task 1 – Survey	\$84,000
Task 2 – Geotechnical Services (through Subconsultant)	\$29,000
Task 3 – Conceptual Design (30%)	\$175,000
Task 4 – Preliminary Design (60%)	\$245,000
Task 5 – Final Design (90% and Final)	\$215,000
Total Basic Services:	\$748,000

Special Services (Hourly Not-to-Exceed)	Amount
Task 6 – Franchise Utility Coordination	Up to \$25,000
Task 7 – SUE QL “B” and “A” (through Subconsultant)	Up to \$23,000
Task 8 – ROW and Easement Instruments of Conveyance	Up to \$20,000
Task 9 – Bid and Construction Phase Services	Up to \$81,000
Task 10 – Record Drawings	Up to \$13,000
Task 11 – Roundabout Evaluation	Up to \$40,000
Total Special Services:	\$202,000

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. 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.

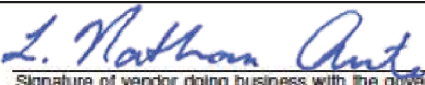
Certificate holder to be listed as follows:

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

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND KIMLEY-HORN AND ASSOCIATES, INC.
FOR THE PROSPER TRAIL (TEEL PARKWAY - LEGACY DRIVE) PROJECT**

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EXHIBIT E
CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. 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.		OFFICE USE ONLY Date Received
1 Name of vendor who has a business relationship with local governmental entity.	Kimley-Horn and Associates, Inc.	
2 ☐ 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.)		
3 Name of local government officer about whom the information is being disclosed. Name of Officer		
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. 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? ☐ Yes ☒ No 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? ☐ Yes ☒ No		
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.		
6 ☐ 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).		
7  Signature of vendor doing business with the governmental entity <u>08/13/2026</u> Date		