

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND FREESE AND NICHOLS, INC.
FOR THE US 380 30-inch WATER LINE AND 8-inch WASTEWATER LINE RELOCATION PROJECT (2615-WA)**

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 **Freese and Nichols, 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 US 380 Water and Wastewater Relocation **Project (2615-WA)**, 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 One Million Eighteen Thousand Six Hundred Dollars (\$1,018,600) 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:

Freese and Nichols, Inc.
Clayton Barnard, P.E., Principal
6136 Frisco Square Blvd, Suite 375
Frisco, TX 75034
clayton.barnard@freese.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).

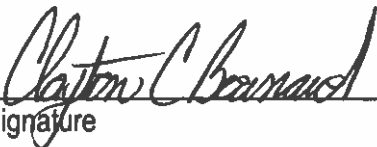
19. **"Anti-Israel Boycott" Provision.** In accordance with Chapter 2270, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it: (1) does not boycott 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____.

FREESE AND NICHOLS, INC.

TOWN OF PROSPER, TEXAS

By: 
Signature

Clayton Barnard, PE
Printed Name

Principal/Vice President
Title

November 5, 2025
Date

By: _____
Signature

Mario Canizares
Printed Name

Town Manager
Title

Date

**EXHIBIT A
SCOPE OF SERVICES**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND FREESE AND NICHOLS, INC.
FOR THE US 380 WATER LINE AND WASTEWATER LINE RELOCATION PROJECT (2615-WA)**

I. PROJECT DESCRIPTION

The Texas Department of Transportation (TxDOT) is currently designing the expansion of US 380 between Coit Rd and Custer Rd. The Town has an existing 30-inch water line and 8-inch wastewater line in conflict with the proposed construction of the roadway. The water line is in conflict with the roadway expansion between Custer Rd and Coit Rd for approximately 9,100 feet, and the wastewater line is in conflict with the roadway expansion between Lakewood Dr and Coit Rd for approximately 3,100 feet. This project will relocate the both utilities north into a new easement north of TxDOT's right-of-way.

The project will require TxDOT coordination, a preliminary design that determines the alignment and final design that will include both preliminary and final design submittals. The project will continue through bid and construction phase services. This scope of services is based upon the preparation of one set of construction contract documents (plans and specifications) for the project.

II. TASK SUMMARY

GENERAL REQUIREMENTS - Consultant shall provide the following services throughout the project.

1. Manage and coordinate the efforts of all involved in the project, including internal design team, the sub-consultants, the Town Staff, and the franchise utilities. Provide oversight of the schedule during the survey, and engineering process, to attempt to maintain the Town's desired schedule.
2. Prepare monthly reporting including status report, recent activities, upcoming activities, schedule updates and scope changes. Prepare monthly invoices.
3. Coordination with the franchise utilities that are impacted by the proposed improvements. This scope is limited to utility crossings outside of TXDOT Right of Way. If the Town's utilities are relocated within TXDOT right of way then additional utility coordination will be required and can be added as an additional service.

BASIC SERVICES

A. TASK 1 – 30% DESIGN

1. Conduct one (1) meeting with Town to confirm the goals, schedule, and deliverables for the project.
2. Obtain and review all available data for the proposed water and wastewater line route.
3. Develop an alignment for the proposed water and wastewater line. Route will be selected to avoid or minimize impacts to areas that may cause schedule delays or higher costs due to environmental, permitting, easement, or engineering issues.
4. Conduct a field review of the project corridor to ensure avoidance or minimization of environmental, permitting, and engineering issues and determine presence of any additional constraints.
5. Attend Town's Utility coordination meeting to coordinate with franchise utilities that are impacted by the proposed improvements. Incorporate any proposed utility relocations into the water and wastewater line plans.
6. Prepare a conceptual layout consisting of a horizontal roll plot illustrating the proposed alignment of the 30-inch water line and 8-inch wastewater line. A pdf file of the roll plot will be submitted to the Town for review. The roll plot will utilize information provided by TxDOT, franchise utilities and topographical design survey. Survey to be completed in accordance with the Special Services.
7. Prepare a GIS exhibit showing the abandonment of the water and wastewater utility connections to the Prosper Plaza Development. The 12-inch water line and the 8-inch wastewater line are expected to remain under the 1,400-linear feet fire lane. No SUE or survey will be performed for this portion of the work.
8. Submit the Engineer's probable cost opinion for the recommended water line alignment and wastewater line alignment.
9. Meet with the Town of Prosper to review the recommended water line alignment and wastewater line alignment. Update the water line alignment and wastewater line alignment based on Town comments.

B. TASK 2 – 60% DESIGN – Upon approval of the 30% Design, CONSULTANT will proceed toward 60% Design as follows.

1. CONSULTANT will prepare a 60% design submittal using available TxDOT, Franchise Utility, Survey, and SUE data. The submittal will include electronic set of construction drawings, updated schedules and updated opinion of probable construction cost. These items will be submitted to the Town at the 60% submittal date. Specifications for the 60% submittal will include a specification table of contents. Typical sheets used in the project will be:
 - a. Cover Sheet
 - b. General Notes
 - c. Project layout control
 - d. Summary of Quantities

- e. Plan and Profile sheets
 - f. Cathodic protection sheets
 - g. Details
- 2. Update the opinion of probable construction costs developed during the Preliminary Design Phase based on new information obtained during the 60% Design Phase.
- 3. Update the GIS exhibit showing the abandonment of the water and wastewater utility connections to the Prosper Plaza Development. The 12-inch water line and the 8-inch wastewater line are expected to remain under the 1,400-linear feet fire lane. No SUE or survey will be performed for this portion of the work.
- 4. Cathodic Protection – Provide 60% cathodic protection design and specifications. All design work will apply to new construction only.
- 5. Upon receipt of the Town's comments on the 60% submittals, one (1) review meeting will be held to discuss the review comments and recommendations based on the 60% plans.
- C. TASK 3 – 90% AND FINAL DESIGN – Upon approval of the Preliminary Design, CONSULTANT will proceed toward 90% Design as follows.
 - 1. CONSULTANT will prepare a 90% design submittal using available TxDOT, Franchise Utility, Survey, and SUE data. The submittal will include electronic set of construction drawings, updated schedules and updated opinion of probable construction cost. These items will be submitted to the Town at the 90% submittal date. Specifications for the 90% submittal will include the Town's front-end documents, technical specifications, and bid tab. Typical sheets used in the project will be:
 - a. Cover Sheet
 - h. General Notes
 - i. Project layout control
 - j. Summary of Quantities
 - k. Plan and Profile sheets
 - l. Cathodic protection sheets
 - m. Details
 - 2. Update the opinion of probable construction costs developed during the Preliminary Design Phase based on new information obtained during the 90% Design Phase.
 - 3. Update the GIS exhibit showing the abandonment of the water and wastewater utility connections to the Prosper Plaza Development. The 12-inch water line and the 8-inch wastewater line are expected to remain under the 1,400-linear feet fire lane. No SUE or survey will be performed for this portion of the work.
 - 4. Cathodic Protection – Provide 90% and Final cathodic protection design and specifications. All design work will apply to new construction only.
 - 5. Upon receipt of the Town's comments on the 90% submittals, one (1) review meeting will be held to discuss the review comments and recommendations based on the 90% plans.
 - 6. Once the 90% comments have been received from the Town, CONSULTANT will prepare "final"

documents. Provide "final" plans, specifications, and bid item descriptions (Measurement & Basis for Payment specification) for construction contracts to complete this project and in accordance with the Town's bidding procedures. Updated electronic set of construction drawings, technical specifications, bid item descriptions and opinion of probable construction costs will be provided to the OWNER during the bidding process. In addition, the submittal will include electronic copies of the construction drawings in pdf and dwg format.

- D. TASK 4 - BID PHASE - Upon completion of the design services and approval of "Final" drawings and specifications by Town, Consultant will proceed with the performance of services in this phase as follows:
1. Assist Town by responding to questions and interpreting bid documents. Assist in issuing addenda to the bid documents to plan holders if necessary.
 2. Attend a pre-bid conference for the construction project and coordinate responses with Town. Response to the pre-bid conference will be in the form of addenda issued after the conference, if necessary.
 3. Provide updated plan sheets or technical specifications as needed based on addendums.
- E. TASK 5 - CONSTRUCTION PHASE - Upon completion of the bid or negotiation phase services, Consultant will proceed with the performance of construction phase services as described below. Consultant will endeavor to protect the Town in providing these services. However, it is understood that Consultant does not guarantee the Contractor's performance, nor is Consultant responsible for supervision of the Contractor's operation and employees. Consultant shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. Consultant shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the project site or otherwise performing any of the work of the project.
1. Assist Town in conducting pre-construction conference(s) with the Contractor(s), review construction schedules prepared by the Contractor(s) pursuant to the requirements of the construction contract, and prepare a proposed estimate of monthly cash requirements of the project from information provided by the Construction Contractor.
 2. Establish communication procedures with the Town and contractor.
 3. Establish and maintain a project documentation system consistent with the requirements of the construction contract documents. Monitor the processing of contractor's submittals and provide for filing and retrieval of project documentation. Review contractor's submittals, including, requests for information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract documents for the projects. FNI specifications will be used for large diameter pipeline, cathodic protection, and appurtenances. FNI will lead the shop drawing reviews and coordinate with the Town for these submittals.
 4. Based on Consultant's observations as an experienced and qualified design professional and review of the Payment Requests and supporting documentation submitted by Contractor, determine the amount that Consultant recommends Contractor be paid on monthly and final estimates, pursuant to the General Conditions of the Construction Contract.
 5. Make one visit per month for 12 month construction duration to the project site to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. In this effort Consultant will endeavor to protect the Town

against defects and deficiencies in the work of Contractors and will report any observed deficiencies to the Town. Visits to the site in excess of the specified number are an Additional Service.

6. Notify the contractor of non-conforming work observed on site visits. Review quality related documents provided by the contractor such as test reports, equipment installation reports or other documentation required by the Construction contract documents.
 7. Interpret the drawings and specifications for the Town and Contractor(s). Investigations, analyses, and studies requested by the Contractor(s) and approved by the Town, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an Additional Service.
 8. Establish procedures for administering constructive changes to the construction contracts. Process contract modifications and negotiate with the contractor on behalf of the Town to determine the cost and time impacts of these changes. Prepare change order documentation for approved changes for execution by the Town. Documentation of field orders, where cost to Town is not impacted, will also be prepared. Investigations, analyses, studies or design for substitution of equipment or materials, corrections or defective or deficient work of the contractor or other deviations from the construction contract documents requested by the contractor and approved by the Town are an additional service. Substitutions of materials or equipment or design modifications requested by the Town are an Additional Service.
 9. Prepare documentation for contract modifications required to implement modifications in the design of the project. Receive and evaluate notices of contractor claims and make recommendations to the Town on the merit and value of the claim on the basis of information submitted by the contractor or available in project documentation. Endeavor to negotiate a settlement value with the Contractor on behalf of the Town if appropriate. Providing these services to review or evaluate construction contractor(s) claim(s), supported by causes not within the control of Consultant are an Additional Service.
 10. Review and accept final cathodic protection installation and activation report.
 11. Certain contractors means and methods to be approved by prove out test section as stated in technical specifications dependent upon selected pipe material.
 12. Conduct, in company with Town's representative, a final review of the project for conformance with the design concept of the project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment. Assist the Town in obtaining legal releases, permits, warranties, spare parts, and keys from the contractor. Review and comment on the certificate of completion and the recommendation for final payment to the Contractor(s). Visiting the site to review completed work in excess of two trips are an Additional Service.
- F. TASK 6 – RECORD DRAWINGS - Upon construction completion, FNI to revise the construction documents in accordance with the information furnished by construction Contractor(s) reflecting changes in the Project made during construction. Consultant shall provide electronic files in PDF and a DWG copy of the Record Drawings to the Town in accordance with the Town's spatial submission requirements.

SPECIAL SERVICES

A. TASK 7 - TxDOT COORDINATION:

1. Participate in informal meetings with Town of Prosper and TxDOT throughout the design phase to review progress and exchange ideas and information. Ten (10) virtual meetings are included within this scope. Additional meetings can be included as an additional service.
2. For Utility Installation Request (UIR):
 - a. Prepare the TxDOT initial Utility Installation Request package. Provide Town with TxDOT submittal plans.
 - b. Prepare one (1) "Final" SEALED set of documents to TxDOT that will be used for the utility authorization permit needed for construction within TxDOT right of way (different set of plans from the reimbursement package).
3. For the Standard Utility Agreement and Reimbursement Package:
 - a. Prepare the TxDOT initial reimbursement package including one (1) color coded set of drawings per TxDOT requirements.
 - b. Upon receipt of TxDOT comments on the initial reimbursement package, review meetings with TxDOT (Up to Ten (10) total meetings with TxDOT as indicated in Item 1 above.) will be held to discuss review comments and recommendations based on the initial reimbursement package.
 - c. Once comments on initial reimburse package comments have been received from TxDOT, prepare the TxDOT final reimbursement package including one (1) "Final" SEALED drawings for the reimbursable package submittal to TxDOT, which will be color coded per TxDOT requirements.
4. Any additional submittals to TxDOT for the reimbursement package or the utility permit will be performed as an Additional Service. Any permit or application fees will be the responsibility of the OWNER.
5. This scope of services includes design for relocation the Town's utilities in a new Town easement. Design for relocation of the Town's utilities within TXDOT Right of Way can be included as an additional service.

B. TASK 8 – COLLIN COUNTY SWCD COORDINATION AND EASEMENT

1. Develop figures showing Collin County Soil and Water Conservation District (SWCD) Flood Pool Easement with the proposed pipeline alignment and easements. Develop technical memo describing the proposed design for the application package.
2. Prepare and submit District Easement Encroachment application package. Coordinate with SWCD to provide additional information as requested.
3. Participate in up to Four (4) virtual meetings with SWCD and Town of Prosper to discuss the project prior to submitting application and following application to discuss any review comments.
4. It is assumed the Town will coordinate an Indemnity Agreement for the SWCD if required.

- C. TASK 9 - TOPOGRAPHICAL SURVEY - Upon written notice to proceed, Consultant shall retain (as a subconsultant) and monitor the services of a surveying firm to perform surveying services for the project. The following survey shall be provided.
1. Establish project control using Global Positioning System (GPS) methodology. Horizontal values will be based on the Texas State Plane Coordinate System, North American Datum of 1983, North Central Zone (4202) and scaled to surface using the Texas Department of Transportation grid to surface factor for Collin County (1.000152710). the vertical values will be based on GPS derived ellipsoid heights and adjusted to North American Vertical Datum of 1988 (NAVD88) elevations using Geoid 12B. Control Points will also be tied into the Town of Prosper Geodetic Control Network.
 2. Gather topographical survey from the north-eastern edge of the TxDOT proposed right-of-way at the US 380 and Coit Rd intersection north 150 feet past the right-of-way line, from Coit Rd east for approximately 9,150-linear feet, to include pavement edges, curb and gutter, buildings driveways, culverts, fences and gates, signs, mailboxes, tops and toes of slopes, spot elevations, trees six (6) inches and greater, surface locations of utilities and flowline elevations of sanitary and storm sewer manholes where accessible, and other surface features.
 3. Provide a digital design survey drawing in AutoCAD format showing visible surface features located, an ASCII point file and a copy of field notes and field sketches.
- D. TASK 10 - EASEMENT DOCUMENTS: - Upon written notice to proceed, Consultant shall retain (as a subconsultant) and monitor the services of a surveying firm to perform easement document services for the project. The following shall be provided.
1. Prepare up to fifteen (15) parcel exhibits with legal descriptions for permanent easements, signed and sealed by a Registered Professional Land Surveyor.
 2. Prepare up to fifteen (15) parcel exhibits with legal descriptions for temporary easements, signed and sealed by a Registered Professional Land Surveyor.
- E. TASK 11 - SUBSURFACE UTILITY ENGINEERING (SUE): - Consultant shall retain (as a subconsultant) and monitor subsurface utility engineering (SUE) services. SUE work required for this project in general accordance with the recommended practices and procedures described in ASCE Publication CI/ASCE 38-02 (Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data).
1. As described in the mentioned ASCE publication, four levels have been established to describe the quality of utility location and attribute information used on plans. The four quality levels are as follows:
 - a. Quality Level D (QL "D") - Information derived from existing records.
 - b. Quality Level C (QL "C") - QL "D" information supplemented with information obtained by surveying visible above-ground utility features (i.e. valves, hydrants, meters, manhole covers, etc.).
 - c. Quality Level B (QL "B") - Two-dimensional (x, y) information obtained through the application and interpretation of non-destructive surface geophysical methods. Also known as "designating" this quality level provides the horizontal position of subsurface utilities within approximately one foot.
 - d. Quality Level A (QL "A") - Also known as "locating", this quality level provides precise three-dimensional (x, y, z) information at critical locations by exposing specific utilities. Non-destructive

vacuum excavation equipment is used to expose the utilities at specific points which are then tied down by survey.

2. For this project, QL's "B" and "A" SUE, as previously defined, will be provided. The QL "B" will be north of the right-of-way US 380 for approximately 9,150-linear feet in a 150-linear feet wide corridor.
3. The QL "A" will consist of up to five (5) test holes, along the proposed water line and wastewater line alignment.

Consultant and Sub-consultant will attempt to place the test holes outside the paved areas wherever possible. However, some test holes may need to be placed in paved areas that may require traffic control measures to be implemented. Sub-consultant will establish routine/ordinary traffic control (cones and free-standing signage, etc.) whenever required as part of this scope. If non-routine traffic control measures are required (barricades, flag person, changeable message board, etc.) these services will be additional to the contract.

- F. TASK 12 – ENVIRONMENTAL SERVICES: - Consultant will render the following environmental services in connection with the project. This scope assumes that the proposed water and wastewater line relocation can be designed to meet the terms and conditions of Nationwide Permit 58 Utility Line Activities for Water and Other Substances. General condition 18, Endangered Species requires a pre-construction notification (PCN) for activities that might have the potential to affect federally listed threatened and endangered species or species proposed for such listing. General condition 20, Historic Properties, requires a PCN for activities that might have the potential to affect historic properties. Based on a preliminary review of the project area, it appears that the proposed water and wastewater line relocation activities could trigger a PCN under these general conditions. The following describes the tasks required to complete the PCN.

1. Review Existing Information - Consultant will compile readily available existing information and prepare maps of the proposed project area in preparation for a pedestrian survey. The types of information that will be gathered will include, but is not limited to, U.S. Geological Survey (USGS) 7.5-minute topographic maps, U.S. Fish and Wildlife Service (USFWS) National Wetlands Inventory (NWI) maps, Natural Resources Conservation Service (NRCS) soils maps, as well as recent and historical aerial photographs of the proposed project area.
2. Conduct Pedestrian Survey - Consultant will conduct a pedestrian survey of the proposed project area to make observations of existing environmental conditions, identify types and locations of potential waters of the U.S., conduct a Texas Rapid Assessment Method (TXRAM) 2.0 evaluation, and assess potential federally listed threatened and endangered species habitats.
3. Pre-Application Meeting with USACE - Consultant will prepare a request for a pre-application meeting with the USACE. The request will include the USACE Fort Worth District's pre-application meeting request form, the USACE project data entry form, and supporting information such as maps, photos, threatened and endangered species information, cultural resources information, and conceptual design drawings. Consultant will coordinate and attend the pre-application meeting with the USACE and prepare meeting documentation. This scope assumes that the pre-application meeting will be held using the USACE's preferred virtual platform.
4. Prepare Delineation Report - Consultant will prepare a Delineation Report in accordance with USACE guidance to document the delineated features for USACE verification. The Delineation Report will include data forms, maps, and photos. The Delineation Report will be prepared based on a preliminary

jurisdictional determination (PJD) which assumes that all water features are potentially jurisdictional. If the Town wants an official jurisdictional determination from the USACE that excludes specific waters from USACE jurisdiction then this would require an approved jurisdictional determination (AJD) request. An AJD request can be provided as an additional service.

5. Cultural Resources Coordination - Projects sponsored by public entities that affect a cumulative area greater than five acres or that disturb more than 5,000 cubic yards or will occur in a historic district or other designated historic site; or will affect a recorded archeological site require advance consultation with the Texas Historical Commission (THC), according to Section 191.0525 (d) of the Antiquities Code of Texas (TAC). Additionally, in accordance with NWP General Condition 20, Historic Properties, the USACE must consider the effects of activities requiring the issuance of a permit that may have the potential to effect properties listed in or eligible for the National Register of Historic Places, including archeological sites, in order to comply with Section 106 of the National Historic Preservation Act. The Town is a subdivision of the State of Texas and therefore, the proposed project is subject to the TAC. Also, since the proposed project will require a Clean Water Act Section 404 permit, Section 106 of the NHPA applies. Consultant will subcontract with a cultural resources firm to conduct the cultural resources survey, coordinate with the firm, review the cultural resources reports, and participate in up to two coordination meetings with the USACE's archeologist and THC.
6. Prepare Nationwide Permit Preconstruction Notification - Consultant will prepare the draft PCN in accordance with the requirements of NWP General Condition 32. The draft PCN will be prepared for the Town's review and comment and will include the Delineation Report, PCN form, TXRAM information, Federally listed Threatened and Endangered Species information, Cultural Resources information, and the required supporting documentation and engineering drawings provided by the design build team depicting and quantifying the proposed impacts to waters of the U.S. The final PCN will be prepared by incorporating the Town's comments and will be submitted to the USACE Fort Worth District.

The USACE requires compensatory mitigation for activities that exceed 1/10 acre of loss to wetland or open water and 0.03 acre of stream bed at each single and complete crossing. If the USACE requires mitigation, Consultant can provide a conceptual mitigation plan and coordinate with the Town's preferred mitigation bank regarding the purchase of mitigation bank credits to offset the loss of waters of the U.S. as an additional service.

7. Consultant will address up to two rounds of USACE comments/requests for additional information or clarification. Additional requests by the USACE for site visits, preparation of a compensatory mitigation plan, consultation with other resource agencies, or excessive requests for additional information resulting in expenditures beyond Consultant's project budget will be considered additional services.
- G. TASK 13 – ARCHEOLOGICAL SERVICES: - Consultant will render the following archeological services in connection with the project. This scope assumes excavating 64 shovel tests and four (4) backhoe trenches, that at least one archeological site will be recorded by Acacia, and Rights of Entry to the project area will be obtained by the client prior to survey. Formal NRHP eligibility testing or mitigation is not included in this scope.
1. Acacia assumes that the USACE and THC will require a survey of the proposed project area. Therefore, Acacia will prepare an ACT Permit application and, if there is a USACE project number, will initiate coordination with the USACE. In a single mobilization, Acacia will conduct an intensive archeological survey of the 1.7-mile-long project area through shovel testing and, if required by USACE or THC, limited backhoe trenching near Rutherford Branch.

2. For linear projects, the Council of Texas Archeologists (CTA) minimum standards recommend 16 shovel tests per linear mile for every 100 ft of width or fraction thereof. Backhoe trenches can be substituted at a 1:2 ratio for shovel tests. Therefore, the 150 ft wide project area will require two transects of shovel testing. Acacia estimates excavating 64 shovel tests for this project. Additional tests may be required to delineate archeological sites if present. Should trenching be required, Acacia proposes excavating up to four trenches where the line crosses Rutherford Branch and a smaller unnamed drainage. Acacia anticipates documenting one new archeological site.
3. All subsurface tests will meet CTA standards for size, depth, and documentation. These will be recorded with a handheld GPS device, notes will be recorded on standardized forms, and all tests will be backfilled and compacted after documentation. Acacia proposes a limited collection strategy; only diagnostic materials may be collected for additional analysis and curation.
4. Upon completion of fieldwork, Acacia will prepare TexSite forms for any newly documented sites. We will also prepare a report that summarizes background data, previous investigations, as well as the results of the current investigation and our recommendations with respect to regulatory requirements. The report will be electronically submitted to the client for review, after which it will be sent to the USACE and THC for concurrence. Once approved, Acacia will submit a final report and curate project records and any collected cultural material at a certified facility.

H. TASK 14 – GEOTECHNICAL SERVICES: - Consultant will render the following geotechnical services in connection with the project.

1. Select and mark up to 8 boring locations and notify Texas 811 and Town departments to request location and marking of existing underground utilities prior to the field exploration.
 - a. It is anticipated the borings will be drilled within the pipe easement but not on pavement.
 - b. Subcontract with a geotechnical drilling contractor to drill up to 8 borings ranging in depth from 15 to 35 feet. Samples will be collected intermittently using continuous flight augers and either split-spoon or tube samplers. Rock and rock-like materials will be cored or tested insitu using a TxDOT Cone Penetration Test, as appropriate for the material.
 - c. At completion, the boreholes will be backfilled with auger cuttings.
2. Provide an Engineer or Geologist experienced in logging borings to direct the drilling, log the borings, and handle and transport the samples. Visual classification of the subsurface stratigraphy shall be provided per the Unified Soil Classification System (USCS).
3. Testing shall be performed on samples obtained from the borings to determine soil classification and pertinent engineering properties of the subsurface materials. FNI will select samples for laboratory testing, assign tests, and review the test results. Testing will be performed by a geotechnical testing subcontractor.
4. Laboratory tests will be assigned based on the specific subsurface materials encountered during exploration. Test type and quantity may vary, but are expected to include:
 - a. Classification tests (liquid and plastic limits and percent passing the no. 200 sieve or gradation)
 - b. Moisture content
 - c. Dry unit weight
 - d. Unconfined compressive strength

- e. Water soluble sulfates (ASTM D4327)
 - f. Water soluble chlorides (ASTM D4327)
 - g. pH of soil
 - h. Electrical Resistivity (as received and saturated – ASTM G57)
5. Prepare a geotechnical data report summarizing the investigation and data to include:
- a. Appendix with the boring locations, boring logs, laboratory test results, and a key to the symbols used.
 - b. General discussion of subsurface conditions and soil properties indicated by the field and laboratory work, and the implications for design including anticipated subsurface conditions at trenchless crossings.
6. Submittals will include an electronic PDF copy of the Geotechnical Data Report.
- I. TASK 15 - EASEMENT ACQUISITION SERVICES: - Upon written notice to proceed, Consultant shall retain (as a subconsultant) and monitor the services of a land acquisition firm to perform the easement acquisition services for this project. The following shall be provided.
1. Pre-Acquisition / Right of Entry Services (15 Parcels)
- a. Research preliminary ownership and county tax information.
 - b. Prepare and obtain any Rights of Entry necessary for surveying, geotechnical investigations, and environmental services with an approved Right of Entry template provided by Client.
 - c. Mail out Right of Entry letters and forms as approved by Client.
 - d. Provide signed copies Right of Entry to Client.
 - e. Coordinate with Client and Client's legal team to review and revise the standard Right of Entry form if changes are requested by landowner and/or their attorney.
2. Title Services (15 Parcels)
- a. Secure and review preliminary title commitment (Schedules A, B & C) or preliminary title search information for all properties.
 - b. Perform title curative services as needed.
 - c. Witness and notarize all closing documents necessary to obtain easement rights.
 - d. Record all original instruments immediately after closing at the respective County Clerk's Office.
3. Appraisal Services (15 Parcels)
- a. Prepare and conduct personal pre-appraisal contact with interest owner(s) for each parcel.
 - b. Contact property owners or their designated representative to offer an opportunity to accompany the appraiser on the appraiser's inspection of subject property. Maintain record of contact in file.
 - c. Finalize complete appraisal report for each parcel. These reports shall conform to the Client's policies and procedures along with the Uniform Standards of Professional Appraisal Practice.
 - d. All completed appraisals will be administratively reviewed and approved by the Client.
 - e. Appraisal fee could be adjusted based on complexity of evaluation.

4. Negotiation Services (15 Parcels)

- a. Analyze appraisal reports and confirm approved value prior to making offer for each parcel.
- b. Analyze preliminary title report to determine potential title problems and propose methods to cure title deficiencies. (Exhaust all efforts to obtain subordinations of liens or waiver of lienholders. If 7Arrows staff cannot cure title through standard practices, the Client will be responsible for obtaining legal counsel to remedy any title deficiencies necessary, as determined by Client staff).
- c. Prepare the initial offer letter and any other documents required or requested by the Client in an acceptable form (Offer Letter, Purchase Contract, Instruments of Conveyance).
- d. Mail the Client approved Initial Offer Letters including the Landowners' Bill of Rights by Certified Mail-Return Receipt Requested (CMRRR).
- e. Contact each property owner or owner's designated representative and present the written offer in person where practical. When owners do not wish to have offers delivered in person, they will be mailed via certified mail with return receipt for documentation of delivery/receipt. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for closing.
- f. Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at the time of the offer.
- g. Respond to property owner inquiries verbally and/or in writing within two business days.
- h. Prepare a separate negotiator contact report for each parcel file for each contact.
- i. Maintain parcel files of original documentation related to the purchase of the real property or property interests/acquisition of the Easement or Right of Way.
- j. Present counteroffers in a form as directed by the Client. Transmit any written counteroffer from property owners including supporting documentation, and Agent's recommendation with regard to the counteroffer.
- k. Prepare second and final offer letter as necessary by CMRRR.

5. Acquisition/Closing Services (15 Parcels)

- a. Prepare check request, review closing documents and facilitate execution of all necessary documents. Attend closings and provide closing services in conjunction with Title Company for all tracts.
- b. Transport any documents to the Client and landowner for signatures.
- c. Record or cause to be recorded all original instruments immediately after closing at the respective County Clerk's Office.
- d. Review Title Policy and provide to Client for permanent storage.

6. Project Administration (15 Parcels)

- a. Maintain current status reports of all parcel and project activities through Smartsheets.
- b. Provide bi-weekly update reports to FNI.
- c. Participate or lead project right-of-way review meetings as requested, charged on a per hour basis.
- d. Provide schedule or areas of work indicating anticipated start and end dates
- e. Copy designated Town of Prosper or FNI representative on all property owner correspondence, as requested.
- f. Maintain copies of all correspondence and contacts with property owners.
- g. Update database with current status information and documentation.

ADDITIONAL SERVICES: Additional Services to be performed by Consultant, if authorized by the Town, which are not included in the above described scope of services, are described as follows:

- A. Relocation of the water or wastewater line within TXDOT Right of Way including additional coordination with TXDOT and franchise utilities.
- B. Field layouts or the furnishing of construction line and grade surveys.
- C. Additional requests by the USACE for site visits, preparation of a compensatory mitigation plan, consultation with other resource agencies, or excessive requests for additional information resulting in expenditures beyond Consultant's project budget.
- D. An approved jurisdictional determination (AJD) request for Waters of the US.
- E. Providing consultation concerning the replacement of any Work damaged by fire or other cause during the construction and providing services as may be required in connection with the replacement of such Work.
- F. Investigations involving consideration of operation, maintenance and overhead expenses, and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, evaluations, assessment schedules, and material audits or inventories required for certification of force account construction performed by the Town.
- G. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- H. Providing shop, mill, field or laboratory inspection of materials and equipment. Observe factory tests of equipment at any site remote to the project or observing tests required as a result of equipment failing the initial test.
- I. Preparing Operation and Maintenance Manuals or conducting operator training.
- J. Assisting the Town in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).
- K. Performing investigations, studies, and analysis of substitutions of equipment and/or materials or deviations from the drawings and specifications.
- L. Performing investigations, studies, and analysis of work proposed by construction contractors to correct defective work.
- M. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this Agreement.
- N. Services required to resolve bid protests or to rebid the projects for any reason.
- O. Any services required as a result of default of the contractor(s) or the failure, for any reason, of the contractor(s) to complete the work within the contract time.

- P. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.
- Q. Providing services to review or evaluate construction contractor(s) claim(s), provided said claims are supported by causes not within the control of Consultant.
- R. Providing value engineering studies or reviews of cost savings proposed by construction contractors after bids have been submitted.
- S. Provide follow-up professional services during Contractor's warranty period.
- T. Furnishing the services of a Resident Project Representative to act as the Town's on-site representative during the Construction Phase.
- U. Detailed settlement studies or other engineering issues resulting from soft soil conditions or other unexpected site conditions.
- V. Condemnation support services.
- W. Visiting the site to review completed work in excess of two trips.

III. DELIVERABLES

Task 1– 30% Design	Provide 30% design plans for the water and wastewater line relocations.
Task 2 – 60% Design	Provide 60% design plans and specifications for the water and wastewater line relocations.
Task 3 – 90% and Final Design	Provide 90% and final design plans and specifications for the water and wastewater line relocations.
Task 4 – Bid Phase	Assist the Town in securing bids and issuing construction plans and specifications for the design of the project.
Task 5 – Construction Phase	Provide limited general construction representative services throughout the construction of the project.
Task 6 – Record Drawings	Provide PDF and DWG Record Drawings once work has been completed.
Task 7 – TxDOT Coordination	Provide the Utility Installation Request (UIR) and the Standard Utility Agreement necessary for TxDOT reimbursement
Task 8 – Collin County SWCD Coordination and Easement	Provide a technical memo and figures showing the easement with the proposed pipeline alignment and easements
Task 9 – Topographical Survey	AutoCAD file with horizontal and vertical control points, property lines, existing easements, existing utilities and 1-foot contours.
Task 10 – Easement Documents	Exhibits and legal descriptions for the proposed permanent and temporary easements for the pipeline.
Task 11 – Subsurface Utility Engineering (SUE)	AutoCAD file with horizontal locations of Level B locations and vertical elevation of Level A locations.
Task 12 – Environmental Services	Provide a preconstruction notification (PCN) to satisfy USACE requirements.
Task 13 – Archeological Services	Provide an ACT permit and TexSite forms of any newly discovered archeological sites.
Task 14 – Geotechnical Services	Provide a geotechnical data report.
Task 15 – Easement Acquisition Services	Provide right-of-entry and closing documents for the impacted parcels.

**EXHIBIT B
COMPENSATION SCHEDULE**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND FREESE AND NICHOLS, INC.
FOR US 380 WATER LINE AND WASTEWATER LINE RELOCATION PROJECT (2615-WA)**

I. COMPENSATION SCHEDULE

Task	Completion Schedule	Compensation Schedule
Notice-to-Proceed	November 2025	
Task 1 - 30% Design	March 2026	\$130,800
Task 2 - 60% Design	June 2026	\$128,700
Task 3 - 90% and Final Design	November 2026	\$92,200
Task 4 - Bid Phase	March 2027	\$19,700
Task 5 - Construction Phase	March 2028	\$68,300
Task 6 - Record Drawings	March 2028	\$14,800
Task 7 - TxDOT Coordination	June 2028	\$57,000
Task 8 - Collin County SWCD Coordination and Easement	June 2026	\$24,600
Task 9 - Topographical Survey	January 2026	\$74,100
Task 10 - Easement Documents	May 2026	\$55,000
Task 11 - Subsurface Utility Engineering (SUE)	May 2026	\$28,600
Task 12 - Environmental Services	November 2026	\$43,800
Task 13 - Archeological Services	November 2026	\$26,000
Task 14 - Geotechnical Services	November 2026	\$41,400
Task 15 - Easement Acquisition Services	December 2026	\$213,600
Total Compensation		\$1,018,600

II. COMPENSATION SUMMARY

Basic Services (Lump Sum)	Amount
Task 1 - 30% Design	\$130,800
Task 2 - 60% Design	\$128,700
Task 3 - 90% and Final Design	\$92,200
Task 4 - Bid Phase	\$19,700
Task 5 - Construction Phase	\$68,300
Task 6 - Record Drawings	\$14,800
Total Basic Services:	\$454,500

Special Services (Hourly Not-to-Exceed)	Amount
Task 7 - TxDOT Coordination	\$57,000
Task 8 - Collin County SWCD Coordination and Easement	\$24,600
Task 9 - Topographical Survey	\$74,100
Task 10 - Easement Documents	\$55,000
Task 11 - Subsurface Utility Engineering (SUE)	\$28,600
Task 12 - Environmental Services	\$43,800
Task 13 - Archeological Services	\$26,000
Task 14 - Geotechnical Services	\$41,400
Task 15 - Easement Acquisition Services	213,600
Total Special Services:	\$564,100

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

EXHIBIT C

COMPENSATION/PRICING SCHEDULE

COMPENSATION

ATTACHMENT CO

Compensation to FNI for Basic Services in Attachment SC shall be the lump sum of Four Hundred Fifty Four Thousand Five Hundred Dollars (\$454,500).

Compensation to FNI for Special Services in Attachment SC shall be computed on the basis of the following Schedule of Charges, but shall not exceed Five Hundred Sixty Four Thousand One Hundred Dollars (\$564,100).

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

<u>Position</u>	<u>Hourly Rate</u>	
	<u>Min</u>	<u>Max</u>
Professional 1	107	206
Professional 2	125	213
Professional 3	155	327
Professional 4	169	393
Professional 5	224	408
Professional 6	254	478
Construction Manager 1	118	180
Construction Manager 2	133	217
Construction Manager 3	173	224
Construction Manager 4	184	279
Construction Manager 5	224	342
Construction Manager 6	301	408
Construction Representative 1	96	118
Construction Representative 2	107	136
Construction Representative 3	114	206
Construction Representative 4	147	217
CAD Technician/Designer 1	78	140
CAD Technician/Designer 2	111	221
CAD Technician/Designer 3	147	261
Corporate Project Support 1	81	180
Corporate Project Support 2	89	265
Corporate Project Support 3	111	382
Intern / Coop	59	107

Rates for In-House Services and Equipment

<u>Mileage</u>	<u>Bulk Printing and Reproduction</u>		<u>Equipment</u>	
Standard IRS Rates	<u>B&W</u>	<u>Color</u>	Valve Crew Vehicle (hour)	\$75
	Small Format (per copy)	\$0.10	Pressure Data Logger (each)	\$500
	Large Format (per sq. ft.)		Water Quality Meter (per day)	\$100
<u>Technology Charge</u>	Bond	\$0.25	Microscope (each)	\$150
\$8.50 per hour	Glossy / Mylar	\$0.75	Ultrasonic Thickness Gauge (per day)	\$275
	Vinyl / Adhesive	\$1.50	Coating Inspection Kit (per day)	\$275
			Flushing / Cfactor (each)	\$500
	Mounting (per sq. ft.)	\$2.00	Backpack Electrofisher (each)	\$1,000
	Binding (per binding)	\$0.25		
			<u>Survey Grade</u>	<u>Standard</u>
			Drone (per day)	\$200 \$100
			GPS (per day)	\$150 \$50

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.15. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multiplier of 1.15. For Resident Representative services performed by non-FNI employees and CAD services performed in-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These ranges and/or rates will be adjusted annually in February. Last updated 2025.

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EXHIBIT D 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 FREESE AND NICHOLS, INC.
FOR THE US 380 WATER LINE AND WASTEWATER LINE RELOCATION PROJECT (2615-WA)**

PAGE 25 OF 26

EXHIBIT F 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. 22, 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. None		
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. None 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. N/A 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. N/A		
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 November 5, 2025 Date		