

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
BETWEEN THE TOWN OF PROSPER, TEXAS, AND KIMLEY-HORN AND ASSOCIATES, INC.  
FOR THE MAHARD AND PRAIRIE DRIVE MEDIANS 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 **Mahard and Prairie Drive Medians 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 one hundred and twenty seven and 00/100 Dollars (\$127,000) 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](mailto:Nathan.Ante@kimley-horn.com)

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

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

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

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

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

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

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

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

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

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

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

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

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

22. **Signatories.** Town warrants and represents that the individual executing this Agreement on behalf of Town has full authority to execute this Agreement and bind Town to the same. Consultant warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind Consultant to same.

**IN WITNESS WHEREOF**, the Parties, having read and understood this Agreement, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

KIMLEY-HORN AND ASSOCIATES, INC.

TOWN OF PROSPER, TEXAS

By:   
Signature  
Andrew J. Budke  
Printed Name  
Associate  
Title  
August 25, 2025  
Date

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

By:   
Signature  
L. Nathan Ante, P.E.  
Printed Name  
Senior Vice President  
Title  
August 25, 2025  
\_\_\_\_\_  
Date

## **EXHIBIT A SCOPE OF SERVICES**

### **PROFESSIONAL ENGINEERING SERVICES AGREEMENT BETWEEN THE TOWN OF PROSPER, TEXAS, AND KIMLEY-HORN AND ASSOCIATES, INC. FOR THE MAHARD AND PRAIRIE DRIVE MEDIANS PROJECT**

#### **I. PROJECT DESCRIPTION**

This project includes the design of landscape medians for Prairie Drive from S. Teel Parkway to Mahard Parkway, and for Mahard Parkway from Prairie Drive to US 380. The design improvements generally include concrete paving, landscape, and irrigation within the existing medians.

Survey of existing site is excluded from this Agreement, plans will be developed based on existing CAD files provided to Kimley-Horn by the Town. This scope of this Agreement excludes design for vehicular drives and/or curbs, sidewalks, landscape outside of the existing medians, monument signs, electrical and lighting, and grading and drainage improvements. Bidding and Construction Phase services for Prairie Drive is excluded, but can be provided as an additional service.

#### **II. TASK SUMMARY**

##### **Task 1 - Mahard Preliminary Design (50%)**

- 1.1. Project Management and Administration
  - 1.1.1. Up to two (2) meetings with Town staff and stakeholders
  - 1.1.2. Up to one (1) project site visit
  - 1.1.3. Develop project schedule and interim milestones.
  - 1.1.4. Project correspondence and invoicing.
- 1.2. Data Collection
  - 1.2.1. Consultant will rely on the Town to provide Town Design Criteria (median paving, landscape, and irrigation), Standard Details, Ordinances, and Master Plan documents applicable to the project.
- 1.3. General Plan Sheets
  - 1.3.1. Prepare plan sheets (originals may be 22"x34" at a scale of 1"=20').
  - 1.3.2. Prepare miscellaneous plan sheets.
    - Cover Sheet
    - Sheet Index
    - General Notes (anticipated to be provided by Town)
    - Identify and prepare special specifications and/or special provisions applicable to the project.

1.4. Landscape and Irrigation Design (Median Only)

- 1.4.1. Coordinate with Town on proposed median landscaping and irrigation to meet Town standards.
- 1.4.2. Prepare preliminary planting plans including trees, planting areas, and turf. Planting plans will show plant species, sizes, and location.
- 1.4.3. Prepare plan sheets for planting details and specifications, including canopy trees, ornamental trees, shrubs and groundcover, and turf.
- 1.4.4. Prepare preliminary irrigation plans per Town standards for irrigation equipment. Irrigation plans will show head layout, pipe sizing, controller/valve locations, and standard details.

1.5. Opinion of Probable Construction Cost (OPCC)

- 1.5.1. 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.

1.6. Preliminary Design Submittal

- 1.6.1. Refer to **III. DELIVERABLES**.

Task 2 - Mahard Final Design (90% and Final)

90% Design Submittal

2.1. Project Management and Administration

- 2.1.1. Up to one (1) meeting with Town staff and stakeholders.
- 2.1.2. Implement QC plan.
- 2.1.3. Update project schedule and interim milestones.
- 2.1.4. Project correspondence and invoicing.

2.2. General Plan Sheets

- 2.2.1. Incorporate preliminary design submittal review comments.
- 2.2.2. Finalize plan sheets (originals may be 22"x34" at a scale of 1"=20').
- 2.2.3. Finalize miscellaneous plan sheets:
  - Cover Sheet
  - Sheet Index
  - General Notes
- 2.2.4. Finalize special specifications and/or special provisions applicable to the project.

2.3. Landscape and Irrigation Design (Median Only)

- 2.3.1. Finalize landscape and irrigation design upon Town approval of preliminary landscape and irrigation plans. Final plans will be in accordance with Town requirements.
- 2.3.2. Prepare final planting plans including trees, planting areas, and turf. Planting plans will show plant species, sizes, and location.
- 2.3.3. Compile applicable Town standard planting and irrigation details and specifications.
- 2.3.4. Prepare final irrigation plans per Town standards for irrigation equipment. Irrigation plans will show head layout, pipe sizing, controller / valve locations, and standard details.
- 2.4. Opinion of Probable Construction Cost (OPCC)
  - 2.4.1. Update opinion for construction cost using recent average unit bid prices which are representative of similar types of construction in the local area.
- 2.5. Project Manual
  - 2.5.1. It is anticipated that the Town will compile the project manual. Consultant to provide the following:
    - Pay item listing
    - Quantities
    - Update the overall OPCC
- 2.6. Final Design Submittal (90%)
  - 2.6.1. Refer to **III. DELIVERABLES.**
- 2.7. Final Design Submittal
  - 2.7.1. Incorporate the final design submittal review comments.
  - 2.7.2. Prepare the final OPCC.
  - 2.7.3. Final design submittal (Final) (to be used by the Town for bidding).
  - 2.7.4. Incorporate the final design submittal review comments.
  - 2.7.5. It is anticipated the following sheets will be included in the construction plans:
    - Cover Sheet
    - Sheet Index
    - General Notes
    - Project Control
    - Hardscape Plan
    - Landscape Plan
    - Irrigation Plan
    - Standard Details
  - 2.7.6. Refer to **III. DELIVERABLES.**



### Task 3 - Mahard Bidding and Construction Phase Services

#### 3.1. Bid Phase Services

- 3.1.1. 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.
- 3.1.2. Attend the pre-bid meeting and bid opening.
- 3.1.3. Final construction plan submittal (conformed sets). Refer to **III. DELIVERABLES**.
- 3.1.4. The budgeted fee for this Task is based upon approximately 8 hours for bid phase services. We will not proceed with performance of services beyond the hours budgeted, without written authorization by the Town.

#### 3.2. Construction Phase Services

- 3.2.1. Shop Drawings and Submittals Review. Review and approve or take other appropriate action in respect to Shop Drawings and Submittals and other data which the 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.
- 3.2.2. 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 decisions on all claims of the Town and the contractor relating to the acceptability of the contractor's work or the interpretation of the requirements of the contract documents pertaining to the progress of the contractor's work.
- 3.2.3. The total budgeted fee for Construction Phase Services is approximately 20 hours. We will not proceed with the 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 4 - Mahard Record Drawings

- 4.1. Consultant will prepare construction Record Documents based on the information received from the Contractor.
- 4.2. The budgeted fee for this Task is based upon approximately 5 hours. We will not proceed with performance of services beyond the hours budgeted, without written authorization by the Town.
- 4.3. Record Documents submittal, refer to **III. DELIVERABLES**

## Task 6 - Prairie Conceptual Design (30%)

### 6.1. Project Management and Administration

- 6.1.1 Up to two (2) meeting with Town staff and stakeholders.
- 6.1.2 Up to one (1) project site visit.
- 6.1.3 Develop project schedule and interim milestones.
- 6.1.4 Project correspondence and invoicing.

### 6.2. Data Collection

- 6.2.1 Consultant will rely on the Town to provide Town Design Criteria (median paving, landscape, and irrigation), Standard Details, Ordinances, and Master Plan documents applicable to the project

### 6.3. Conceptual Landscape Plan Exhibit

- 6.3.1 Prepare one (1) conceptual median landscape plan exhibit (roll plot format at appropriate scale as determined by the landscape architect). Items to be included:
  - Concrete median paving locations
  - Landscape Bed location and layout
  - Tree Locations
  - Existing curbs and curb ramps
  - Irrigation connection points

### 6.4. Conceptual Design submittal

- 6.4.1 Refer to **III. DELIVERABLES**

## Task 7 - Prairie Preliminary Design (60%)

### 7.1. Project Management and Administration

- 7.1.1 Up to one (1) meeting with Town staff and stakeholders.
- 7.1.2 Implement QC plan.
- 7.1.3 Update project schedule and interim milestones.
- 7.1.4 Project correspondence and invoicing.

### 7.2. General Plan Sheets

- 7.2.1 Incorporate conceptual design submittal review comments.
- 7.2.2 Upon Town approval of the Conceptual Design, prepare plan sheets (originals may be 22"x34" at a scale of 1"=20').
- 7.2.3 Prepare miscellaneous plan sheets:
  - Cover Sheet
  - Sheet Index
  - General Notes (anticipated to be provided by Town)
  - Identify and prepare special specifications and/or special provisions applicable to the

project.

7.3. Landscape and Irrigation Design (Median Only)

- 7.3.1. Coordinate with Town on proposed median landscaping and irrigation to meet Town standards.
- 7.3.2. Prepare preliminary planting plans including trees, planting areas, and turf. Planting plans will show plant species, sizes, and location.
- 7.3.3. Prepare plan sheets for planting details and specifications, including canopy trees, ornamental trees, shrubs and groundcover, and turf.
- 7.3.4. Prepare preliminary irrigation plans per Town standards for irrigation equipment. Irrigation plans will show head layout, pipe sizing, controller / valve locations, and standard details.

7.4. Opinion of Probable Construction Cost (OPCC)

- 7.4.1. 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.

7.5. Preliminary Design Submittal

- 7.5.1. Refer to **III. DELIVERABLES.**

Task 8 - Prairie Final Design (90% and Final)

90% Design Submittal

8.1. Project Management and Administration

- 8.1.1. Up to one (1) meeting with Town staff and stakeholders.
- 8.1.2. Implement QC plan.
- 8.1.3. Update project schedule and interim milestones.
- 8.1.4. Project correspondence and invoicing.

8.2. General Plan Sheets

- 8.2.1. Incorporate preliminary design submittal review comments.
- 8.2.2. Finalize plan sheets (originals may be 22"x34" at a scale of 1"=20').
- 8.2.3. Finalize miscellaneous plan sheets:
  - Cover Sheet
  - Sheet Index
  - General Notes
- 8.2.4. Finalize special specifications and/or special provisions applicable to the project.

8.3. Landscape and Irrigation Design (Median Only)

- 8.3.1. Finalize landscape and irrigation design upon Town approval of preliminary landscape and irrigation plans. Final plans will be in accordance with Town requirements.
- 8.3.2. Prepare final planting plans including trees, planting areas, and turf. Planting plans will show plant species, sizes, and location.
- 8.3.3. Compile applicable Town standard planting and irrigation details and specifications.
- 8.3.4. Prepare final irrigation plans per Town standards for irrigation equipment. Irrigation plans will show head layout, pipe sizing, controller / valve locations, and standard details.
- 8.4. Opinion of Probable Construction Cost (OPCC)
  - 8.4.1. Update opinion for construction cost using recent average unit bid prices which are representative of similar types of construction in the local area.
- 8.5. Project Manual
  - 8.5.1. It is anticipated that the Town will compile the project manual. Consultant to provide the following:
    - Pay item listing
    - Quantities
    - Update the overall OPCC
- 8.6. Final Design Submittal (90%)
  - 8.6.1. Refer to **III. DELIVERABLES.**
- 8.7. Final Design Submittal
  - 8.7.1. Incorporate the final design submittal review comments.
  - 8.7.2. Prepare the final OPCC.
  - 8.7.3. Final design submittal (Final) (to be used by the Town for bidding).
  - 8.7.4. Incorporate the final design submittal review comments.
  - 8.7.5. It is anticipated the following sheets will be included in the construction plans:
    - Cover Sheet
    - Sheet Index
    - General Notes
    - Project Control
    - Hardscape Plan
    - Landscape Plan
    - Irrigation Plan
    - Standard Details
  - 8.7.6. Refer to **III. DELIVERABLES.**

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### **III. DELIVERABLES**

#### **Mahard Medians**

##### Task 1 Preliminary Design (50%)

###### 50% Design

- Half-size 60% plan sets (up to 1 of each upon request)
- 60% Opinion of Probable Construction Cost
- PDF versions of 60% Deliverables
- 

##### Task 2 - Final Design (90% and Final)

###### 90% Design

- Half-size 90% plan sets (up to 1 of each upon request)
- 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 3 - Bidding and Construction

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

##### Task 4 - 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

## **Prairie Medians**

### Task 6 - Conceptual Design (30%)

#### 30% Design

- Half size and full size roll plots (up to one of each upon request)
- 30% Opinion of Probable Construction Cost
- PDF versions of 30% Deliverables

### Task 7 - Preliminary Design (60%)

#### 60% Design

- Half-size 60% plan sets (up to 1 of each upon request)
- 60% Opinion of Probable Construction Cost
- PDF versions of 60% Deliverables

### Task 8 - Final Design (90% and Final)

#### 90% Design

- Half-size 90% plan sets (up to 1 of each upon request)
- 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

**EXHIBIT B  
COMPENSATION SCHEDULE**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
BETWEEN THE TOWN OF PROSPER, TEXAS, AND KIMLEY-HORN AND ASSOCIATES, INC.  
FOR THE MAHARD AND PRAIRIE MEDIANS PROJECT**

**I. COMPENSATION SCHEDULE**

| <b>Task</b>                                     | <b>Completion<br/>Schedule<br/>(Anticipated)</b> | <b>Compensation<br/>Schedule</b> |
|-------------------------------------------------|--------------------------------------------------|----------------------------------|
| Notice-to-Proceed                               | November 2025                                    |                                  |
| Task 1 – Mahard Preliminary Design (50%)        | December 2025                                    | \$9,000                          |
| Task 2 – Mahard Final Design (90% and Final)    | January 2026                                     | \$12,000                         |
| Task 3 – Mahard Bidding and Construction Phase  | TBD                                              | \$8,000                          |
| Task 4 – Mahard Record Drawings                 | TBD                                              | \$1,500                          |
| <b>Total Compensation – MAHARD PKWY MEDIANS</b> |                                                  | <b>\$30,500</b>                  |

| <b>Task</b>                                       | <b>Completion<br/>Schedule<br/>(Anticipated)</b> | <b>Compensation<br/>Schedule</b> |
|---------------------------------------------------|--------------------------------------------------|----------------------------------|
| Notice-to-Proceed                                 | November 2025                                    |                                  |
| Task 6 – Prairie Conceptual Design (30%)          | December 2026                                    | \$18,000                         |
| Task 7 – Prairie Preliminary Design (60%)         | February 2026                                    | \$27,500                         |
| Task 8 – Prairie Final Design (90% and Final)     | April 2026                                       | \$24,000                         |
| <b>Total Compensation – PRAIRIE DRIVE MEDIANS</b> |                                                  | <b>\$69,500</b>                  |

|                                          |  |                         |
|------------------------------------------|--|-------------------------|
| <b><u>TOTAL PROJECT COMPENSATION</u></b> |  | <b><u>\$100,000</u></b> |
|------------------------------------------|--|-------------------------|

## **II. COMPENSATION SUMMARY**

| <b>Basic Services (Lump Sum)</b>              | <b>Amount</b> |
|-----------------------------------------------|---------------|
| Task 1 – Mahard Conceptual Design (50%)       | \$9,000       |
| Task 2 – Mahard Final Design (90% and Final)  | \$12,000      |
| Task 4 – Mahard Record Drawings               | \$1,500       |
| Task 6 – Prairie Conceptual Design (30%)      | \$18,000      |
| Task 7 – Prairie Preliminary Design (60%)     | \$27,500      |
| Task 8 – Prairie Final Design (90% and Final) | \$24,000      |
| <b>Total Basic Services:</b>                  | <b>92,000</b> |

| <b>Special Services (Hourly Not-to-Exceed)</b> | <b>Amount</b>  |
|------------------------------------------------|----------------|
| Task 3 – Mahard Bidding and Construction Phase | \$8,000        |
| <b>Total Special Services:</b>                 | <b>\$8,000</b> |



## **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 MAHARD AND PRAIRIE DRIVE MEDIANS PROJECT**

PAGE 19 OF 20

| <b>CONFLICT OF INTEREST QUESTIONNAIRE</b><br><b>For vendor doing business with local governmental entity</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                   | <b>FORM CIQ</b> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|-----------------|
| <p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p> | <b>OFFICE USE ONLY</b><br><br>Date Received _____ |                 |
| <b>1 Name of vendor who has a business relationship with local governmental entity.</b><br><br>_____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                   |                 |
| <b>2</b> <input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (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.)                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                   |                 |
| <b>3 Name of local government officer about whom the information is being disclosed.</b><br><br>_____<br><div style="text-align: center;">Name of Officer</div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                   |                 |
| <b>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                   |                 |
| <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes                      <input type="checkbox"/> No         </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes                      <input type="checkbox"/> No         </p>                                                                                                                                     |                                                   |                 |
| <b>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                   |                 |
| <b>6</b> <input type="checkbox"/> <b>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).</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                   |                 |
| <b>7</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                   |                 |
| _____<br>Signature of vendor doing business with the governmental entity                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                   | _____<br>Date   |

Form provided by Texas Ethics Commission

[www.ethics.state.tx.us](http://www.ethics.state.tx.us)

Revised 11/30/2011