



Prosper is a place where everyone matters.

Agenda
Prosper Town Council Meeting
Council Chambers
Prosper Town Hall
250 W. First Street, Prosper, Texas
Tuesday, February 22, 2022
5:45 PM

Notice Regarding Public Participation

Welcome to the Prosper Town Council. Individuals may attend the meeting in person, or access the meeting via videoconference, or telephone conference call.

Join the Zoom Meeting by clicking on the following link: <https://us02web.zoom.us/j/87047432329>

To join the meeting by phone, dial (346) 248-7799

Enter Meeting ID: 870 4743 2329

Addressing the Town Council:

Those wishing to address the Town Council must complete the [Public Comment Request Form](#) located on the Town website or in Council Chambers.

If you are attending in person, please submit this form to the Town Secretary prior to the meeting. When called upon, please come to the podium and state your name and address for the record.

If you are attending online/virtually, please submit this form to the Town Secretary prior to 5:00 p.m. on the day of the meeting. Please ensure your full name appears on the screen and you are unmuted so the meeting moderator can recognize you and allow you to speak. The Chat feature is not monitored during the meeting. The Town assumes no responsibility for technical issues that are beyond our control.

If you encounter any problems joining or participating in the meeting, please call our help line at 972-569-1191 for assistance.

Call to Order/ Roll Call.

Invocation, Pledge of Allegiance and Pledge to the Texas Flag.

Announcements of recent and upcoming events.

Presentations.

1. Receive a Parks and Recreation Department update. (DB)

CONSENT AGENDA:

Items placed on the Consent Agenda are considered routine in nature and non-controversial. The Consent Agenda can be acted upon in one motion. Items may be removed from the Consent Agenda by the request of Council Members or staff.

2. Consider and act upon the minutes from the February 8, 2022, Town Council meeting. (MLS)
3. Consider and act upon the minutes from the February 11, 2022, Town Council Work Session meeting. (MLS)
4. Consider and act upon the minutes from the February 12, 2022, Town Council Work Session meeting. (MLS)
5. Consider and act upon authorizing the Town Manager to execute a Professional Services Agreement between Kimley-Horn and Associates, Inc., and the Town of Prosper, Texas, related to the design of Legacy Drive from Prairie Drive to Fishtrap Road project. (HW)
6. Consider and act upon authorizing the Town Manager to execute a Professional Services Agreement between Spiars Engineering, Inc., and the Town of Prosper, Texas, related to the design of the Teel Parkway from US 380 to Fishtrap Road project. (HW)
7. Consider and act upon authorizing the Town Manager to execute a Professional Services Agreement between Garver, LLC, and the Town of Prosper, Texas, related to the design of the Coleman Street from Gorgeous Road to Prosper Trail and Coleman Street from Prosper Trail to Talon Lane/Amberly Lane projects. (HW)
8. Consider and act upon approving the purchase and installation of furniture for the Engineering Services Department and Development Services Department, from Workspace Interiors by Office Depot, through the Omnia Partners Cooperative; and authorizing the Town Manager to execute the Proposal and Terms and Conditions of Purchase for same. (DH)
9. Consider and act upon receiving the 2021 Annual Racial Profiling Report for the Prosper Police Department as required by state law. (DK)
10. Consider and act upon whether to direct staff to submit a written notice of appeal on behalf of the Town Council to the Development Services Department, pursuant to Chapter 4, Section 1.5(C)(7) and 1.6(B)(7) of the Town's Zoning Ordinance, regarding action taken by the Planning & Zoning Commission on any Site Plan or Preliminary Site Plan, including Prosper Business Park, Shops at Prosper Trail, and Prosper Center. (AG)

CITIZEN COMMENTS

The public is invited to address the Council on any topic. However, the Council is unable to discuss or take action on any topic not listed on this agenda. Please complete a "Public Comment Request Form" and present it to the Town Secretary prior to the meeting.

REGULAR AGENDA:

If you wish to address the Council, please fill out a "Public Comment Request Form" and present it to the Town Secretary, preferably before the meeting begins. Pursuant to Section 551.007 of the Texas Government Code, individuals wishing to address the Council for items listed as public hearings will be recognized when the public hearing is opened. For individuals wishing to speak on a non-public hearing item, they may either address the Council during the Citizen Comments portion of the meeting or when the item is considered by the Town Council.

Possibly direct Town staff to schedule topic(s) for discussion at a future meeting.

EXECUTIVE SESSION:

Recess into Closed Session in compliance with Section 551.001 et seq. Texas Government Code, as authorized by the Texas Open Meetings Act, to deliberate regarding:

Section 551.087 – To discuss and consider economic development incentives.

Section 551.072 – To discuss and consider purchase, exchange, lease or value of real property for municipal purposes and all matters incident and related thereto.

Section 551.074 – To discuss and consider personnel matters and all matters incident and related thereto.

Section 551.074 - To discuss and consider the Town Manager's performance review.

Section 551.071 - To consult with the Town Attorney regarding Intergovernmental Agreement between the Town and the US Government, and all matters incident and related thereto.

Reconvene in Regular Session and take any action necessary as a result of the Closed Session.

Adjourn.

CERTIFICATION

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted at Prosper Town Hall, located at 250 W. First Street, Prosper, Texas 75078, a place convenient and readily accessible to the general public at all times, and said Notice was posted by 5:00 p.m., on Friday, February 18, 2022, and remained so posted at least 72 hours before said meeting was convened.

Michelle Lewis Sirianni, Town Secretary

Date Notice Removed

Pursuant to Section 551.071 of the Texas Government Code, the Town Council reserves the right to consult in closed session with its attorney and to receive legal advice regarding any item listed on this agenda.

NOTICE

Pursuant to Town of Prosper Ordinance No. 13-63, all speakers other than Town of Prosper staff are limited to three (3) minutes per person, per item, which may be extended for an additional two (2) minutes with approval of a majority vote of the Town Council.

NOTICE OF ASSISTANCE AT PUBLIC MEETINGS: The Prosper Town Council meetings are wheelchair accessible. For special services or assistance, please contact the Town Secretary's Office at (972) 569-1011 at least 48 hours prior to the meeting time.



Prosper is a place where everyone matters.

MINUTES

Prosper Town Council Meeting
Council Chambers
Prosper Town Hall
250 W. First Street, Prosper, Texas
Tuesday, February 8, 2022
5:45 PM

Call to Order/ Roll Call.

The meeting was called to order at 5:46 p.m.

Council Members Present:

Mayor Ray Smith
Mayor Pro-Tem Meigs Miller
Deputy Mayor Pro-Tem Craig Andres
Councilmember Marcus E. Ray
Councilmember Jeff Hodges
Councilmember Charles Cotten
Councilmember Amy Bartley

Staff Members Present:

Harlan Jefferson, Town Manager
Terry Welch, Town Attorney
Michelle Lewis Sirianni, Town Secretary
Robyn Battle, Executive Director of Community Services
Todd Rice, Communications Manager
Rebecca Zook, Executive Director of Development and Infrastructure Services
Hulon Webb, Engineering Services Director
Khara Dodds, Development Services Director
Alex Glushko, Planning Manager
Leigh Johnson, IT Director
Betty Pamplin, Finance Director
Doug Kowalski, Police Chief
Stuart Blasingame, Fire Chief

Invocation, Pledge of Allegiance and Pledge to the Texas Flag.

Pastor Lance Milsaps with Prestonwood Baptist led the invocation. The Pledge of Allegiance and the Pledge to the Texas Flag were recited.

Announcements of recent and upcoming events.

Councilmember Cotten made the following announcements:

Thank you to all our Town staff members for keeping our residents safe and informed last week during the ice days. We appreciate your dedication and willingness in serving the Town.

The Mayor's Fitness Challenge continues through April 18. Residents are encouraged to get back on track with their wellness and fitness routines. If you successfully track an average of 90 minutes per week over the course of the Challenge and turn in a completed tracking sheet you will earn a free t-shirt and be entered to win a Fitbit. Any type of exercise qualifies as trackable minutes, and all ages are eligible to participate. Registration details and tracking sheets are available on the Parks and Recreation Department page of the Town's website.

Join us on Friday, February 11 at 10:00 a.m. for the Groundbreaking Ceremony for the Prosper Central Fire Station & Administration Building located along 911 Safety Way as we commence the project with a turning of the dirt.

Plan for some fishing fun on Saturday, February 19 for the 13th annual Prosper Fishing Derby at Frontier Park from 9:00 a.m. to 11:00 a.m. No registration is required, and the event is free of charge. No license is required for those who volunteer or participate in the event. The Derby is a catch-and-keep event for trout only, with a limit of five per person. More information including contact information is available on the Town's website homepage by clicking on Upcoming Events.

CONSENT AGENDA:

Items placed on the Consent Agenda are considered routine in nature and non-controversial. The Consent Agenda can be acted upon in one motion. Items may be removed from the Consent Agenda by the request of Council Members or staff.

1. Consider and act upon the minutes from the January 25, 2022, Town Council meeting. (MLS)
2. Receive the December Financial Report. (BP)
3. Receive the Quarterly Investment Report (BP)
4. Consider and act upon Ordinance 2022-07 ordering a General Election to be held on May 7, 2022, for the purpose of electing a Mayor; Councilmember Place 1 and Councilmember Place 4; Designating location of polling places; Ordering notices of election to be given as prescribed by law and authorizing the Town Manager to execute joint election contracts with Collin County and Denton County Election Departments, and the Prosper Independent School District. (MLS)
5. Consider and act upon authorizing the Town Manager to execute a Professional Services Agreement between D&S Engineering Labs, LLC, (D&S), and the Town of Prosper, Texas, related to construction materials testing for the Central Fire Station and Fire Administration Facility project. (SB)
6. Consider and act upon Ordinance 2022-08 amending Section 12.09.003 "Speed Limits on Specific Streets" of Chapter 12 "Traffic and Vehicles" of the Town's Code of Ordinances by modifying the prima facie speed limits on certain streets. (HW)
7. Consider and act upon Ordinance 2022-09 for a Specific Use Permit (SUP) for a Restaurant with Drive-Through Service in the Shops at Prosper Trail, on 1.1± acres, located on the east side of Preston Road, north of Prosper Trail. The property is zoned Planned Development-68 (PD-68). (S21-0005). (AG)
8. Consider and act upon authorizing the Town Manager to execute a Development Agreement between And Go Concepts, LLC, and the Town of Prosper, Texas, related to the Shops at Prosper Trail development. (AG)

9. **Consider and act upon Ordinance 2022-10 to update the Implementation Plan in the Comprehensive Plan to include Sub-Objective 1.3.1 and add Appendix, Exhibit One, which contains the Dallas North Tollway (DNT) Design Guidelines. (KD)**
10. **Consider and act upon whether to direct staff to submit a written notice of appeal on behalf of the Town Council to the Development Services Department, pursuant to Chapter 4, Section 1.5(C)(7) and 1.6(B)(7) of the Town's Zoning Ordinance, regarding action taken by the Planning & Zoning Commission on any Site Plan or Preliminary Site Plan, including Swig in Windsong Ranch Marketplace. (AG)**

Mayor Smith requested to pull item #9.

Mayor Pro-Tem Miller made a motion to approve consent agenda items 1 thru 8 and item 10. Deputy Mayor Pro-Tem Andres seconded that motion, and the motion was unanimously approved.

Mayor Smith asked in regard to item #9, how does this affect the landscape requirements for the landowner.

Ms. Dodds indicated that this item is adopting the Design Guidelines into the Comprehensive Plan and no requirements would change for the landowner unless they amended their Planned Development (PD), or it was a newly created PD.

Councilmember Bartley asked how it affects the zoning. Ms. Dodds stated that it will not affect the Planned Developments (PD) currently in place. The guidelines will only come into play if they amend the PD or a new one is created. Otherwise, they would follow the current zoning.

Councilmember Cotten made a motion to approve consent agenda item 9. Councilmember Ray seconded that motion, and the motion was unanimously approved.

CITIZEN COMMENTS:

No comments were made.

Possibly direct Town staff to schedule topic(s) for discussion at a future meeting.

11. **Discuss the Town Logo and Rebranding project. (RB)**

Ms. Battle indicated that the Community Engagement Committee recently discussed this project during their February meeting and made the recommendations to allocate Town resources for a modernized, updated logo, establish branding and design standards for the consistent use of the logo, updating digital assets first, and creating a plan to rebrand the Town's hard assets over the next two to three years. She also reviewed the four options presented to the Town Council previously which were no change to the logo, to create a variation of the EDC and Library Logo, redesign and refresh existing logo with new font, color palette, or redesign a completely new one.

The Town Council discussed the recommendations and original options presented along with the costs associated to each option. The Town Council consensus was to

have a unified look and brand to the logo and agreed to have the consultant to come up with a few designs for Council to consider at a future meeting.

12. Receive an update regarding the Development and Infrastructure Services Departments Customer Service Survey conducted by Matrix Consulting Group. (RZ)

Ms. Zook stated that the following survey results being presented is the third survey focused on customer service.

Aaron Baggarly with Matrix Consulting Group presented a history of the previous surveys conducted, the process taken on the most recent, the response rate, demographics, overall key findings, and recommendations. Ms. Zook went over the next steps that staff will be taking to make and implement changes based on the recommendations.

The Town Council discussed their concerns of the survey, the recommendations provided, and steps staff has been taking to provide better customer service.

EXECUTIVE SESSION:

Recess into Closed Session in compliance with Section 551.001 et seq. Texas Government Code, as authorized by the Texas Open Meetings Act, to deliberate regarding:

Section 551.087 – To discuss and consider Economic Development Incentives and all matters incident and related thereto.

Section 551.072 – To discuss and consider purchase, exchange, lease or value of real property for municipal purposes and all matters incident and related thereto.

Section 551.074 – To discuss and consider personnel matters and all matters incident and related thereto.

Section 551.074 – To discuss and consider the Town Manager's performance review.

Section 551.071 - To consult with the Town Attorney regarding an Intergovernmental Agreement between the Town and the US Government, and all matters incident and related thereto.

The Town Council recessed into Executive Session at 7:14 p.m.

Reconvene in Regular Session and take any action necessary as a result of the Closed Session.

The Town Council reconvened the Regular Session at 10:12 p.m.

No action was taken.

Adjourn.

The meeting was adjourned at 10:12 p.m.

These minutes approved on the 22nd day of February 2022.

APPROVED:

Ray Smith, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary

DRAFT



Prosper is a place where everyone matters.

MINUTES

Prosper Town Council Work Session
Prosper Police Department - Multipurpose Room
801 Safety Way, Prosper, Texas
Friday, February 11, 2022

Call to Order/ Roll Call.

The meeting was called to order at 12:10 p.m.

Council Members Present:

Mayor Ray Smith
Mayor Pro-Tem Meigs Miller
Deputy Mayor Pro-Tem Craig Andres
Councilmember Jeff Hodges
Councilmember Charles Cotten
Councilmember Amy Bartley
Councilmember Marcus E. Ray

Staff Members Present:

Harlan Jefferson, Town Manager
Robyn Battle, Executive Director of Community Services

- 1. The Town Council will hold a strategic planning work session to discuss successes and accomplishments since the last planning work session and to prioritize future strategic goals.**

The 2022 Strategic Planning Session was facilitated by Lyle Sumek of Sumek Associates. Mr. Sumek conducted individual interviews with each Councilmember in December 2021 and collected worksheets from each Town departments that identified recommended Action Items, Major Projects, and projects that are currently In Progress. A summary of the council interviews and departmental feedback was compiled into a Leader's Guide that was presented to Council prior to the Strategic Planning Session.

Mr. Sumek began by asking the Council to discuss the Town's performance over the past year. The Council pointed out significant accomplishments as well as areas in need of improvement. Each member identified what they would like the Town to achieve over the next 1-5 years. No changes were made to the Town's Vision, Goals or Mission.

The Council reviewed the Challenges and Opportunities related to Goal 3, *Financially Responsible Town Government Providing Exceptional Municipal Services*, and then prioritized the Action Items they felt were most important to accomplish over the next year.

EXECUTIVE SESSION:

Recess into Closed Session in compliance with Section 551.001 et seq. Texas Government Code, as authorized by the Texas Open Meetings Act, to deliberate regarding:

Section 551.087 – To discuss and consider Economic Development Incentives and all matters incident and related thereto.

Section 551.072 – To discuss and consider purchase, exchange, lease, or value of real property for municipal purposes and all matters incident and related thereto.

Section 551.074 – To discuss and consider personnel matters and all matters incident and related thereto.

Section 551.074 – To discuss and consider the Town Manager's performance review.

Reconvene in Regular Session and take any action necessary as a result of the Closed Session.

The Executive Session was not held.

Adjourn.

The meeting was adjourned at 4:45 p.m. on Friday, February 11, 2022.

These minutes approved on the 22nd day of February 2022.

APPROVED:

Ray Smith, Mayor

Robyn Battle, Executive Director of Community Services

ATTEST:

Michelle Lewis Sirianni, Town Secretary



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MINUTES

Prosper Town Council Work Session
Prosper Police Department - Multipurpose Room
801 Safety Way, Prosper, Texas
Saturday, February 12, 2022

Call to Order/ Roll Call.

The meeting was called to order at 8:11 a.m.

Council Members Present:

Mayor Ray Smith
Mayor Pro-Tem Meigs Miller
Deputy Mayor Pro-Tem Craig Andres
Councilmember Jeff Hodges
Councilmember Charles Cotten
Councilmember Amy Bartley
Councilmember Marcus E. Ray

Staff Members Present:

Harlan Jefferson, Town Manager
Robyn Battle, Executive Director of Community Services

- 1. The Town Council will hold a strategic planning work session to discuss successes and accomplishments since the last planning work session and to prioritize future strategic goals.**

The 2022 Strategic Planning Session was facilitated by Lyle Sumek of Sumek Associates. The first part of the session was held on February 11, 2022.

Mr. Sumek led the Council through a discussion on the remaining four Goals:

Goal 1: Premier Residential Community

Goal 2: Investment in Prosper's Future

Goal 4: Successful Dallas North Tollway Development

Goal 5: Successful Prosper Downtown Redevelopment

The Council reviewed the Challenges and Opportunities related to each Goal, and then prioritized the Action Items they felt were most important to accomplish over the next year.

The Council discussed the budget process and their philosophy on determining compensation. Councilmembers expressed a desire to receive updates on departmental activities, and they discussed the appropriate forum to receive those updates. Councilmembers discussed the working relationships between the Council and the Boards and Commissions. A suggestion was made to hold a joint meeting after annual Board appointments to help articulate and define the Council's vision for the community to Board and Commission members. The Council discussed the transition to a new mayor when Mayor Smith's term ends in May 2022.

EXECUTIVE SESSION:

Recess into Closed Session in compliance with Section 551.001 et seq. Texas Government Code, as authorized by the Texas Open Meetings Act, to deliberate regarding:

Section 551.087 – To discuss and consider Economic Development Incentives and all matters incident and related thereto.

Section 551.072 – To discuss and consider purchase, exchange, lease or value of real property for municipal purposes and all matters incident and related thereto.

Section 551.074 – To discuss and consider personnel matters and all matters incident and related thereto.

Section 551.074 – To discuss and consider the Town Manager's performance review.

Reconvene in Regular Session and take any action necessary as a result of the Closed Session.

The Executive Session was not held.

Adjourn.

The meeting was adjourned at 3:50 p.m. on Saturday, February 12, 2022.

These minutes approved on the 22nd day of February 2022.

APPROVED:

Ray Smith, Mayor

Robyn Battle, Executive Director of Community Services

ATTEST:

Michelle Lewis Sirianni, Town Secretary



ENGINEERING SERVICES

To: Mayor and Town Council

From: Hulon T. Webb, Jr., Director of Engineering Services

Through: Harlan Jefferson, Town Manager
Rebecca Zook, Executive Director of Development and Infrastructure Services

Re: Town Council Meeting – February 22, 2022

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a Professional Services Agreement between Kimley-Horn and Associates, Inc., and the Town of Prosper, Texas, related to the design of Legacy Drive from Prairie Drive to Fishtrap Road project.

Description of Agenda Item:

The services associated with this agreement are for the design of Legacy Drive from Prairie Drive to Fishtrap Road. The design includes approximately 2,100 linear feet of four-lane, 1,100 linear feet of two-lane, and 250 linear feet of six-lane bridge over Doe Branch Tributary. These improvements include roadway paving, ten-foot trail, drainage, standard median landscape design and irrigation, pavement markings and signage, traffic control, and erosion control. The design also includes approximately 1,400 linear feet of 20" water line.

At the April 9, 2019, Town Council meeting, the Town Council approved a list of qualified engineering firms, which included services for roadway engineering design. Kimley-Horn and Associates, Inc., is included on the approved list.

Budget Impact:

The cost for the designs is \$794,000. A total of \$850,000 is budgeted in Account No. 750-5410-10-00-2143-ST.

Legal Obligations and Review:

Terrence Welch of Brown & Hofmeister, L.L.P., has approved the standard Professional Services Agreement as to form and legality.

Attached Documents:

1. Professional Service Agreement
2. Location Map

Town Staff Recommendation:

Town staff recommends that the Town Council authorize the Town Manager to execute a Professional Services Agreement between Kimley-Horn and Associates, Inc., and the Town of Prosper, Texas, related to the design of Legacy Drive from Prairie Drive to Fishtrap Road project.

Proposed Motion:

I move to authorize the Town Manager to execute a Professional Services Agreement between Kimley-Horn and Associates, Inc., and the Town of Prosper, Texas, related to the design of Legacy Drive from Prairie Drive to Fishtrap Road project.

PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND KIMLEY-HORN AND ASSOCIATES, INC.
FOR THE LEGACY DRIVE FROM PRAIRIE DRIVE TO FISHTRAP ROAD PROJECT (2143-ST)

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 Legacy Drive from Prairie Drive to Fishtrap Road Project (2143-ST), hereinafter called "Project";

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

1. **Term of Agreement.** This Agreement shall become effective on the date of its execution by both Parties, and shall continue in effect thereafter until terminated as provided herein.
2. **Services to be Performed by Consultant.** The Parties agree that Consultant shall perform such services as are set forth and described in Exhibit A - Scope of Services and incorporated herein as if written word for word. All services provided by Consultant hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of their profession. In case of conflict in the language of Exhibit A and this Agreement, this Agreement shall govern and control. Deviations from the Scope of Services or other provisions of this Agreement may only be made by written agreement signed by all Parties to this Agreement.
3. **Prompt Performance by Consultant.** Consultant shall perform all duties and services and make all decisions called for hereunder promptly and without unreasonable delay as is necessary to cause Consultant's services hereunder to be timely and properly performed. Notwithstanding the foregoing, Consultant agrees to use diligent efforts to perform the services described herein and further defined in any specific task orders, in a manner consistent with these task orders; however, the Town understands and agrees that Consultant is retained to perform a professional service and such services must be bound, first and foremost, by the principles of sound professional judgment and reasonable diligence.
4. **Compensation of Consultant.** Town agrees to pay to Consultant for satisfactory completion of all services included in this Agreement a total fee of Seven Hundred Ninety-four Thousand and 00/100 Dollars (\$794,000) 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

Town of Prosper
Harlan Jefferson, Town Manager
PO Box 307
Prosper, TX 75078
hjefferson@prospertx.gov

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

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

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

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

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

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

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

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

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

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

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

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

KIMLEY-HORN AND ASSOCIATES, INC.

TOWN OF PROSPER, TEXAS

By:


Signature

Tyler B. Henrichs, P.E.
Printed Name

Project Manager
Title

February 14, 2022
Date

By:

Signature

Harlan Jefferson
Printed Name

Town Manager
Title

Date

By:


Signature

L. Nathan Ante, P.E.
Printed Name

Senior Vice President
Title

February 14, 2022
Date

EXHIBIT A SCOPE OF SERVICES

PROFESSIONAL ENGINEERING SERVICES AGREEMENT BETWEEN THE TOWN OF PROSPER, TEXAS, AND KIMLEY-HORN AND ASSOCIATES, INC. FOR THE LEGACY DRIVE FROM PRAIRIE DRIVE TO FISHTRAP ROAD PROJECT (2143-ST)

I. PROJECT DESCRIPTION

This project includes the design of approximately 2,100 linear feet of 4 lane divided Legacy Drive from Scarlet Drive to Fishtrap Road. The design improvements generally include paving, drainage, approximately 250 linear foot bridge (6 lanes) over Doe Branch Tributary 6 drainage crossing, and an approximately 1400 linear foot 20" water line within an easement along Legacy Drive from 1,100 linear feet north of Scarlet Drive to Fishtrap Road.

The project also includes a 10-foot hike and bike trail for the length of the project adjacent to Town property with a crossing under the bridge on the north side of the tributary, median landscaping and irrigation from Prairie Drive to Fishtrap Road, survey, geotechnical services, environmental services, and hydraulic analysis at the crossing.

The project also generally includes survey, geotechnical services, hydraulic analysis, environmental services, SUE, right-of-way documents, bid phase services, construction phase services, and record drawings.

II. TASK SUMMARY

Task 1 – Survey

This task is intended to provide additional data collection and survey to supplement information acquired under a previous contract dated December 2019 between Town and Teague Nall and Perkins, Inc. for proposed Fishtrap Road. Supplemental data collection may include the following.

- 1.1. Data Collection and Property Research
 - 1.1.1 Gather existing plat information
 - 1.1.2 Collect property owner and record information
 - 1.1.3 Gather existing right-of-way and easement information. Identify easements available through typical research methodologies (i.e., plats, courthouse filings, etc.). Undocumented easements may not be identified. Title research may be performed as an additional service and fee only upon written Town authorization.
 - 1.1.4 Coordinate with Town to locate and mark existing franchise and public utilities prior to performing the field survey.
- 1.2. Design Survey (Subconsultant)
 - 1.2.1 The survey limits include the following:
 - Legacy Drive alignment from Scarlet Drive to 100 linear feet north of Fishtrap Road, 150 feet wide, 75 feet each side of the centerline.
 - Legacy Drive and Doe Branch Tributary 6 drainage crossing. 500 feet wide, 250 feet each side of tributary centerline, 300 feet north and south of Doe Branch Tributary 6 centerline. Including grade breaks, top of bank, inverts of swales and channels.
 - Legacy Drive / Scarlet Drive intersection. 100 feet wide along Scarlet Drive, 50 feet each side of centerline. 200 feet east of the Legacy Drive intersection.
 - Legacy Drive medians. 50 feet wide from face of curb to face of curb, 600 feet south of Scarlet Drive intersection.

- 1.2.2 Perform field survey ground control
- 1.2.3 Locate pertinent objects and above ground features within the survey limits, typically including:
 - Roadway pavement and driveways (including pavement type)
 - Drainage structures (i.e., culverts, ditches, inlets, manholes, and outfalls)
 - Utilities (signs or markers showing the presence of underground utilities, valves, manholes, flowlines, meters, backflow preventers, vents, poles, and guy wires)
 - Large (6-inch diameter and up), significant trees (identify species and caliper), and smaller trees and other plantings located within maintained landscapes
 - Fences (including material type) and gates
 - Sidewalks
 - Signs (roadway and private)
 - Right-of-Way monumentation
 - Creek Bank Elevations
 - Creek Flowline
- 1.2.4 Process survey data to create plan view base map of existing features. Prepare a final topographic drawing in digital format (including contours and breaklines) showing the features located in the field as well as boundary and property information, an ASCII coordinate file of the points located in the field.
- 1.2.5 Project site visit to verify survey data.

Task 2 – Geotechnical Services (Subconsultant)

2.1. Subsurface Exploration

- 2.1.1 Along the roadway alignment, drill and extrude three (3) sample borings to depths of 20 feet below existing grade using truck mounted equipment. At the bridge crossing, drill and extrude three (3) sample borings for the bridge to depths of 75 feet below existing grade using truck mounted equipment. Additional depths or borings, if necessary, will be provide as Additional Services only upon written Town authorization.
 - Check samples for consistency with a hand penetrometer
 - Stake the boring locations using normal taping procedures (location and elevation to be surveyed)
 - Backfill bore holes and plug at the surface
 - Provide continuous sampling (with field strength testing)
 - Rock if encountered, will be evaluated for hardness by TxDOT cone penetrating field testing

2.2. Laboratory Services

2.2.1 Testing

- Moisture contents to determine profile of moisture variations
- Atterberg limits and sieve analysis for classification of soils
- Unconfined compression tests to evaluate soil strengths
- Swell test to determine swell potential and subgrade treatment requirements
- Lime Stabilization Series to determine percent lime and/or cement required for subgrade stabilization
- Sulfate test
- Standard proctor
- Resilient modulus

2.3. Engineering Analysis

- 2.3.1 Prepare an engineering report presenting the following:
- Sample boring location map
 - General soil and ground-water conditions
 - Examine samples for visible evidence of sulfates and discuss in the reports
 - Recommendations for appropriate subgrade treatment, stabilization type, and concentration
 - Recommend pavement section
 - Earthwork recommendations, including compaction criteria for any given fill placed
 - Recommendations for bridge and abutment foundation type, depth, and allowable loading in accordance with TxDOT design standards.
- 2.3.2 The geotechnical engineer's design recommendations shall be relied upon by the Consultant for pavement and bridge design
- 2.3.3 Submit (1) copy of the copy of the report to the Town

Task 3 – Conceptual Design (30%)

- 3.1. Project Management and Administration
- 3.1.1 Up to two (2) meeting with Town staff and stakeholders
- 3.1.2 Up to one (1) project site visit
- 3.1.3 Develop QC plan
- 3.1.4 Develop project production plan
- 3.1.5 Develop project schedule and interim milestones
- 3.1.6 Project correspondence and invoicing
- 3.2. Data Collection
- 3.2.1 Consultant will rely on the Town to provide Town Design Criteria (paving, drainage, utilities, streetscape), Standard Details, Ordinances, and Master Plan documents applicable to the project
- 3.2.2 Town Record Drawings, provided by the Town
- 3.3. Roadway Design
- 3.3.1 Establish roadway centerline
- 3.3.2 Establish typical sections, anticipated:
- Modified Interim Major Thoroughfare '4/6D' approximately 550 linear feet of Legacy Drive from Scarlet Drive to 550 linear feet north of Scarlet Drive
 - Two (2) 12-foot Southbound travel lanes
 - 10-foot hike and bike trail Southbound parkway
 - Modified Interim Major Thoroughfare '4/6D' approximately 1,550 linear feet of Legacy drive from 550 linear feet north of Scarlet Drive to Fishtrap Road
 - Four (4) 12-foot travel lanes, one (1) 48-foot median
 - 10-foot hike and bike trail Southbound parkway
 - Establish sidewalk/trail widths and locations
 - Determine conceptual profile of the roadway
 - Determine Right-of-Way (ROW) and Easement requirements
- 3.4. Drainage Design
- 3.4.1 Compile hydrological and hydraulic data
- 3.4.2 Develop project drainage area maps. Town to provide drainage analysis for Fishtrap Road Project.

- Determine conveyance paths, channel slopes, time of concentration, and runoff coefficients to calculate design-year flows for proposed conditions
 - Subdivide the overall drainage areas into sub-areas and calculate the discharge to each future inlet. Analyze future inlet capacities and adjust inlet locations and sub-areas as needed to meet Town design criteria. Anticipated internal system for the entire length of project.
- 3.4.3 Analyze drainage improvements to accommodate the proposed roadway. Evaluate the need for any offsite drainage improvements and report to the Town (the need for offsite improvements is not anticipated). The design of any offsite drainage improvements will be considered as *Additional Services* and can be performed for an additional fee.
- 3.4.4 Conceptual design of storm drain facilities will consist of plan view only
- 3.5. Water Line Design – From 1,100 linear feet north of Scarlet Drive to Fishtrap Road
- 3.5.1 Establish horizontal location for the following proposed water line:
- Extend approximately 1,400 linear feet of 20" water line
 - Tying into existing 20" water line south of Fishtrap Road
- 3.6. Bridge Design
- 3.6.1 Evaluate the alignment to determine whether the proposed crossing will consist of two (2) three-lane twin bridges or one (1) six-lane bridge. Proposed bridge crossing will also consist of a 10-foot hike and bike trail along the southbound parkway and an 8-foot sidewalk along the northbound parkway. This evaluation will be based on balancing impacts to cost, adjacent parcels, existing franchise utilities, and planned future infrastructure.
- The proposed Legacy Drive bridge (approximately 250 linear feet) is anticipated to be similar in structure type and aesthetic treatment to the two bridges proposed along Fishtrap Road.
- 3.7. Franchise Utilities
- 3.7.1 Establish the location of existing public utilities based upon information provided by the Town, franchise utilities, and field survey information
- 3.7.2 Identify potential conflicts with franchise utilities. The Town will perform the coordination with the franchisees if any relocations are required. Consultant will provide plan sets upon request for franchise utility coordination purposes.
- 3.8. Opinion of Probable Construction Cost (OPCC)
- 3.8.1 Compile and prepare a conceptual opinion of probable construction cost (OPCC) for the project using recent average unit bid prices which are representative of similar types of construction in the local area
- 3.9. Conceptual Plan and Profile Exhibit
- 3.9.1 Prepare one (1) conceptual roadway plan and profile exhibit (roll plot format at appropriate scale as determined by the engineer). Items to be included:
- Plan
 - Control Data
 - Existing right-of-way and easements
 - Existing survey data
 - Existing pavement
 - Existing driveway locations
 - Existing trees
 - Existing storm drain locations
 - Existing water line locations
 - Existing sanitary sewer line locations

- Existing franchise utility locations (relying upon information provided by franchise utilities)
- Proposed centerline alignment and horizontal curve data
- Proposed curb and paving limits
- Proposed future median openings and turn lanes
- Proposed bridge
- Proposed sidewalk and hike and bike trail
- Proposed driveways
- Proposed transition pavement tie-ins to existing pavement
- Proposed cross culverts and headwalls, if applicable
- Proposed storm drainage system
- Proposed storm drain inlet locations
- Proposed 20" water line horizontal location
- Proposed limits of construction
- Proposed pavement marking and signs
- Proposed ROW and easement requirements
- Proposed bridge layout
- Profile
 - Existing ground profile at proposed top of curb and right-of-way lines
 - Proposed vertical alignment (top of curb)
 - Approximate location of proposed water and storm facilities
 - Proposed bridge

3.10. Conceptual Design submittal

3.10.1 Refer to III. DELIVERABLES

Task 4 – Preliminary Design (60%)

- 4.1. Project Management and Administration
 - 4.1.1 Up to two (2) meetings with Town staff and stakeholders
 - 4.1.2 Up to one (1) project site visit
 - 4.1.3 Implement QC plan
 - 4.1.4 Update project schedule and interim milestones
 - 4.1.5 Project correspondence and invoicing
- 4.2. General Plan Sheets
 - 4.2.1 Incorporate conceptual design submittal review comments
 - 4.2.2 Upon Town approval of the Conceptual Design, prepare plan sheets (originals may be 22"x34" at a scale of 1"=20' horizontal and 1"=4' vertical)
 - 4.2.3 Prepare miscellaneous plan sheets
 - Cover Sheet
 - Sheet Index
 - General Notes (anticipated to be provided by Town)
 - Project Control
 - Typical Sections
 - Identify and prepare special specifications and/or special provisions applicable to the project.
- 4.3. Roadway Design
 - 4.3.1 Develop roadway plan and profile
 - 4.3.2 Incorporate intersection improvements as determined by the Town

- 4.3.3 Develop design cross-sections
 - Develop on 50' station intervals and driveway centers
 - Show pavement, subgrade, right-of-way limits, easements, cross slopes, curbs, and sidewalks
 - Cross-sections may be provided in the bid documents
- 4.3.4 Prepare roadway details to clarify intent of design
- 4.3.5 Compile applicable Town standard details. Supplement standard details as needed.
- 4.4. Drainage Design
 - 4.4.1 Perform preliminary storm sewer sizing and alignment design. Prepare preliminary inlet design sheets and hydraulic design sheets for inclusion in the plans.
 - Storm drain profiles will be provided in the Final Design Submittal
 - 4.4.2 Determine outfall grading requirements and provide plans and details for channel protection (if applicable).
 - 4.4.3 Prepare drainage details to clarify intent of design.
 - 4.4.4 Compile applicable Town standard details. Supplement standard details as needed.
- 4.5. Water Line Design – From 1,100 linear feet north of Scarlet Drive to Fishtrap Road
 - 4.5.1 Incorporate conceptual design review comments
 - Establish vertical location for the proposed water line
 - 4.5.2 Develop water line plan and profile
 - 4.5.3 Show connections to existing lines and abandonments where applicable
 - 4.5.4 Compile applicable Town standard details and specifications. Supplement standard details as needed.
- 4.6. Bridge Design
 - 4.6.1 Prepare one (1) Bridge Layout (plan sheets at appropriate scale as determined by the engineer). Items to be included:
 - Plan
 - Existing right-of-way and easements
 - Existing survey data
 - Existing trees
 - Existing utilities
 - Proposed right-of-way and easements
 - Proposed centerline alignment and curve data
 - Proposed bent locations
 - Proposed beam spacing
 - Proposed abutment locations
 - Proposed bridge deck limits
 - Proposed approach slabs
 - Proposed sidewalks/pedestrian railing
 - Proposed pavement transitions
 - Proposed utilities
 - Proposed safety end treatments
 - Proposed bridge traffic railing
 - Profile
 - Existing ground profile
 - Proposed vertical alignment (top of curb)
 - Proposed bridge bents

- Proposed bridge bents
 - Proposed header banks
 - Proposed safety end treatments
 - Proposed bridge traffic railing and pedestrian railing
 - Proposed utilities
 - Proposed low chord elevation
 - Proposed approach slabs
 - 100-year water surface elevation for both FEMA and for fully-developed conditions
- 4.6.2 Develop the following additional bridge sheets:
- Foundation plans
 - Bridge typical sections
 - Traffic rail, pedestrian rails, and fencing, if applicable
 - List of additional sheets to be provided during Final Design
 - List of applicable TxDOT standards
- 4.6.3 Incorporate geotechnical recommendations into the preliminary design submittal
- 4.7. Pavement Marking and Signing Design
- Plans will consist of stop-control devices, stop bar locations, lane delineation pavement markings, and pedestrian signing/stripping (if applicable)
 - Prepare pavement markers and marking layouts in accordance with Town design standards and the Texas Manual of Uniform Traffic Control Devices (TMUTCD)
 - Prepare details to clarify intent of design
 - Compile applicable Town standard details. Supplement standard details as needed
- 4.8. Traffic Control Design
- 4.8.1 Develop a traffic control narrative
- Traffic control and detour plans to be prepared by the Contractor
- 4.8.2 Compile applicable Town and TxDOT standard details.
- 4.9. Illumination (Conduit Only) – From Prairie Drive to Fishtrap Road
- 4.9.1 Locate proposed illumination conduit runs along the project. Design to be performed under Final Design Task.
- 4.10. Landscape and Irrigation (Median only) – From Prairie Drive to Fishtrap Road
- 4.10.1 Coordinate with Town on proposed median landscaping and irrigation to meet Town standards
- 4.10.2 Prepare preliminary planting plans including trees, planting areas, and turf. Planting plans will show plant species, sizes, and location
- 4.10.3 Prepare plan sheets for planting details and specifications, including canopy trees, ornamental trees, shrubs and groundcover, and turf
- 4.10.4 Prepare preliminary irrigation plans per Town standards for irrigation equipment. Irrigation plans will show head layout, pipe sizing, controller / valve locations, and standard details
- 4.11. Erosion Control Design
- 4.11.1 Develop erosion control plans to comply with Town and any federal, state, or local requirements. Sheets will specify sediment control fence, inlet protection, rock check dams, sod, and seed locations
- 4.11.2 Compile applicable Town and TxDOT standard details.
- 4.12. Franchise Utilities
- 4.12.1 Continue to identify potential conflicts with existing franchise utilities. The Town will perform the coordination with the franchisees if relocations are required. Consultant shall provide plan sets upon request for franchise utility coordination purposes

- 4.13. Opinion of Probable Construction Cost (OPCC)
 - 4.13.1 Compile and prepare a preliminary opinion of probable construction cost (OPCC) for the project using recent average unit bid prices which are representative of similar types of construction in the local area
- 4.14. Preliminary Design submittal
 - 4.14.1 Refer to III. DELIVERABLES

Task 5 – Final Design (90% and Final)

90% Design Submittal

- 5.1. Project Management and Administration
 - 5.1.1 Up to two (2) meetings with Town staff and stakeholders
 - 5.1.2 Up to one (1) project site visit
 - 5.1.3 Implement QC plan
 - 5.1.4 Update project schedule and interim milestones
 - 5.1.5 Project correspondence and invoicing
- 5.2. General Plan Sheets
 - 5.2.1 Incorporate preliminary design submittal review comments
 - 5.2.2 Finalize plan sheets (originals may be 22"x34" at a scale of 1"=20' horizontal and 1"=4' vertical)
 - 5.2.3 Finalize miscellaneous plan sheets
 - Cover Sheet
 - Sheet Index
 - General Notes
 - Project Control
 - Typical Sections
 - 5.2.4 Finalize special specifications and/or special provisions applicable to the project.
- 5.3. Roadway Design
 - 5.3.1 Finalize roadway plan and profile
 - 5.3.2 Finalize ultimate intersection improvements as determined by the Town
 - 5.3.3 Finalize cross-sections and driveway grading
- 5.4. Drainage Design
 - 5.4.1 Perform final storm sewer sizing and alignment design. Finalize inlet design sheets and hydraulic design sheets.
 - 5.4.2 Design outfall grading requirements and provide plans and details for channel protection (if applicable).
 - 5.4.3 Provide hydrologic and hydraulic calculations for the proposed storm drain improvements
 - 5.4.4 Finalize drainage plan and profile sheets
 - 5.4.5 Prepare drainage details to clarify intent of design. Compile applicable Town standard details. Supplement standard details as needed
- 5.5. Water Line Design – From 1,100 linear feet north of Scarlet Drive to Fishtrap Road
 - 5.5.1 Incorporate Preliminary Design review comments
- 5.6. Bridge Design
 - 5.6.1 Finalize bridge design in accordance with TxDOT and Town requirements. The following sheets are anticipated:
 - Bridge layouts
 - Foundation plan
 - Bearing seat elevations/bent and beam report
 - Bridge typical sections

- Traffic rail, pedestrian rails, and fencing
 - Rail aesthetic details
 - Abutment details
 - Bent details
 - Bent aesthetic details
 - Column aesthetic details
 - Span unit details
 - Pre-stressed beam design
 - Approach slab
 - Backwall design
 - Bridge drainage layout
 - Bridge drainage details
 - Lighting conduit details
 - Applicable TxDOT standard details
- 5.7. Pavement Marking and Signing Design
- 5.7.1 Finalize pavement marking and signing plans
- 5.7.2 Prepare details to clarify intent of design
- 5.7.3 Compile applicable Town standard details. Supplement standard details as needed.
- 5.8. Traffic Control Design
- 5.8.1 Finalize traffic control narrative and incorporate narrative into the contract requirements for bidding purposes. Traffic control and detour plans to be prepared by the Contractor
- 5.8.2 Compile applicable Town and TxDOT standard details. Supplement standard details as needed
- 5.8. Illumination (Conduit Only) – From Prairie Drive to Fishtrap Road
- 5.8.3 Upon Town approval of illumination conduit location, design 2-inch conduit system using Town specifications.
- 5.8.4 Provide conduit layout, pull box locations, and applicable notes and details. Conduit will be shown on paving plans.
- 5.8.5 Compile applicable TxDOT and Town standard details.
- 5.9. Landscape and Irrigation (Median only) – From Prairie Drive to Fishtrap Road
- 5.9.1 Finalize landscape and irrigation design upon Town approval of preliminary landscape and irrigation plans. Final plans will be in accordance with Town requirements
- 5.9.2 Prepare final planting plans including trees, planting areas, and turf. Planting plans will show plant species, sizes, and location.
- 5.9.3 Compile applicable Town standard planting and irrigation details and specifications
- 5.9.4 Prepare final irrigation plans per Town standards for irrigation equipment. Irrigation plans will show head layout, pipe sizing, controller / valve locations, and standard details
- 5.10. Erosion Control Design
- 5.10.1 Finalize erosion control measures
- 5.10.2 Compile applicable Town and TxDOT standard details.
- 5.11. Opinion of Probable Construction Cost (OPCC)
- 5.11.1 Update opinion for construction cost using recent average unit bid prices which are representative of similar types of construction in the local area
- 5.12. Project Manual
- 5.12.1 It is anticipated that the Town will compile the project manual. Consultant to provide the following:
- Pay item listing

- Quantities
 - Update the overall OPCC
- 5.13. Final design submittal (90%)
- 5.13.1 Refer to III. DELIVERABLES

Final Design Submittal

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

Task 6 – Hydraulic Analysis

The budgeted fee for this Task is based upon approximately 175 hours. Perform analysis of Doe Branch Tributary 6 to develop parameters for design of bridge crossing at Legacy Drive once the alignment has been established. This tributary is named "Doe Branch Tributary 6" in Denton County and "Doe Branch Tributary A" in Collin County. For clarity in this scope of services, the creek will be referred to as Doe Branch Tributary 6.

- 6.1 Data Collection
- 6.1.1 Request effective hydrologic and hydraulic models from the Town and/or FEMA. The project reach of Doe Branch Tributary 6 is Zone AE with base flood elevations determined and no regulatory floodway. The project reach of Doe Branch Tributary 6 is included in Federal

Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) Panels 48121C0430G dated April 18, 2011 and 48085C0230J dated June 2, 2009, and LOMR 20-06-1821P in Denton and Collin counties.

- 6.1.2 Request relevant data pertaining to the crossing from the Town. This information may include creek information/studies, record drawings, GIS files, and aerials.

6.2 Hydraulic Analysis

- 6.2.1 Develop a Revised Existing HEC-RAS model to calculate water surface elevations, velocities, and valley storage. The Revised Existing model will be created by copying the Town's effective hydraulic model from the completed Fishtrap Road Reconstruction project and updating with current survey data and conditions in the project area. This scope assumes that the effective hydraulic model is a 1D steady flow HEC-RAS hydraulic model with existing 100-year and fully developed 100-year flows. Unsteady flow analysis, 2D analysis, or hydrologic analysis could be performed as Additional Services.

- 6.2.2 Delineate the Revised Existing floodplain for the existing 100-year and fully developed 100-year storm events.

6.2.3 Conceptual Proposed Condition Hydraulic Analysis

- Copy the Revised Existing model and update with proposed conditions.
- Evaluate up to one (1) alternative for the proposed bridge crossing. Modeling will include the proposed bridge span length, piers, abutments, and any erosion control.
- This task includes analyzing the hydraulic impacts of this alternative in relation to Town criteria for water surface elevations, velocities, and valley storage requirements.
- Detailed hydraulic modeling to mitigate any adverse impacts will not be performed under this task.

- 6.2.4 Develop a detailed Proposed model based on the selected alternative. Modeling will include the proposed bridge span length, piers, abutments, and any erosion control.

- 6.2.5 Erosion control options will be evaluated for the proposed alternative. The erosion control design will be an iterative process with the goal of stabilizing the bank as needed, protecting the bridges, minimizing environmental impacts, evaluating water surface elevation rises to the existing 100- year and fully developed 100-year storms, and evaluating applicable velocity and valley storage requirements. Additional alternatives can be performed as Additional Services.

- 6.2.6 Perform a scour analysis as needed based on variables provided by the Geotechnical Engineering under a separate task.

- 6.2.7 If applicable based on the selected erosion control alternative, this task includes sizing rock riprap based on fully developed 100-year velocities.

6.3 Floodplain Study

- 6.3.1 Prepare a Floodplain Study submittal to the Town to report the proposed condition floodplain design.

- 6.3.2 The Floodplain Study will include the following information:

- Report text
- Effective hydraulic model data
- Revised Existing Condition hydraulic model data
- Proposed Condition hydraulic model data
- Fully Developed 100-year Hydraulic Workmaps
- Existing 100-year Hydraulic Workmaps
- Digital files

- 6.3.3 The Floodplain Study is anticipated to include hydraulic results for water surface elevation

- impacts for the existing 100-year and fully developed 100-year storm events. Velocities and Valley Storage will be evaluated for the fully developed 100-year storm event.
- 6.3.4 The Floodplain Study will be prepared in accordance with the Town's Drainage Design Requirements and FEMA NFIP Title 44 CFR Parts 59, 62, 65, and 70 effective at the time of this scope of services.
 - 6.3.5 This task includes submitting one (1) draft Floodplain Study to the Town and address up to one (1) round of Town comments on draft Floodplain Study.
 - 6.3.6 Update hydraulic analysis with pre-final and final design and grading and evaluate with Town criteria as specified.
 - 6.3.7 Hydraulic Analysis submittals
 - Refer to III. DELIVERABLES

Task 7 – Environmental Services

7.1 Perform Aquatic Resources Delineation

- 7.1.1 Consultant will perform an Aquatic Resources Delineation for the areas not previously studied for the issued Approved Jurisdictional Determination in general accordance with the U.S. Army Corps of Engineers (USACE) 1987 Wetlands Delineation Manual and appropriate USACE Regional Supplement as detailed below.
- 7.1.2 Consultant will locate readily available resource documents which may include aerial photographs, historic topographic maps, soil surveys, U.S. Fish and Wildlife Service, National Wetlands Inventory maps, National Hydrography Dataset, Federal Emergency Management Agency (FEMA), Flood Insurance Rate Maps (FIRM), historic aerial photographs, and other related data for a desktop review of site conditions.
- 7.1.3 Consultant will perform a site visit to evaluate the existence and approximate locations of aquatic resources on the site generally following the USACE 1987 Wetlands Delineation Manual and the applicable USACE Regional Supplement. Completion of USACE wetland determination data forms will be completed if necessary. The ordinary high-water mark for waterbodies will be identified in the field. Following the site visit, Consultant will prepare exhibits showing the boundaries (polygons) and acreage and/or linear footage (if applicable) of aquatic resources identified onsite during the site visit as collected utilizing a GPS with sub-meter accuracy. Consultant will provide the Town with PDF and AutoCAD versions of the aquatic resources files in the correct coordinate system.
- 7.1.4 Consultant will perform a preliminary jurisdictional analysis of identified aquatic features onsite (if any) to evaluate the potential for the USACE to regulate identified aquatic features. Consultant will provide a summary email with an aquatic features map for review.
- 7.1.5 It is important for the Town to understand the Environmental Protection Agency (EPA) and the USACE occasionally issue guidance concerning what they intend to assert jurisdiction over. Changes that impact our strategy or scope will cause additional work and will be addressed as an additional service amendment to this agreement. Observations will be made under the applicable regulatory guidance at the time of the observations. Official authority to make a determination defining applicable jurisdictional limits rests with the EPA; however, authority has been delegated to the USACE. Jurisdictional determinations are made by the USACE, upon specific written request, on a case-by-case basis and may make use of certain information at its disposal (such as other permits in the local area) that may not be readily available to the public. The Aquatic Resources Delineation should not be considered authoritative, and it may not wholly eliminate uncertainty regarding the USACE's jurisdictional limits.

7.2 Develop USACE Nationwide Permit Non-Notifying Memo

- 7.2.1 This task assumes formal USACE notification and authorization will not be required; however, it will be based upon review of project plans, construction details, and/or specifications and potential impacts to jurisdictional waters. Consultant will document this information specific to the project and how to use the perceived applicable Nationwide Permit (NWP). This letter report will include regulatory language for the applicable NWP with discussion of selected noteworthy General Conditions.
- 7.2.2 Though no coordination with the USACE is proposed as part of this Task, the use of the applicable NWP constitutes compliance with appropriate Federal regulations. All NWP General and Regional Conditions and NWP terms must be met by the Town.
- 7.2.3 Based on project details provided to Consultant by the Town, it appears an NWP 14 for Linear Transportation Projects and NWP 58 for Utility Line Activities for Water and Other Substances would authorize the proposed project activities. Further, it is assumed that triggers for notification to the USACE under NWP 14 and NWP 58 are met; Therefore, the preparation of a Pre- Construction Notification (PCN) to be submitted to the USACE Fort Worth District is not included as part of this agreement. For reference, the submittal of a PCN may be required if:
- The NWP General or Regional Conditions can't be met;
 - Specific triggers for notification to the USACE are met within the NWP;
 - Impacts thresholds for the Nationwide Permit program are exceeded (greater than 0.10- acres and less than 0.50-acres at each separate, single and complete crossing); or
 - Town requests verification from the USACE.
- 7.2.4 This task does not include consultation with the USACE; however, this can be performed if warranted under a separate Agreement.

7.3 Perform Desktop Cultural Resources Review

- 7.3.1 Consultant will engage a professional cultural resources management consultant to perform a desktop cultural resources review. The purpose of the desktop review is to identify and describe existing documented cultural resources in the project area, discuss the potential for discovering previously unknown cultural resources, and make recommendations about the need for further archaeological work so that the project can proceed.
- 7.3.2 The archeologist will compile information from records/databases, including (as necessary):
- Texas Archeological Sites Atlas;
 - National Register of Historic Places (NRHP);
 - Additional records at the Texas Archeological Research Laboratory;
 - Natural Resources Conservation Service soil maps;
 - Town, state, or county planning documents (when available);
 - USGS topographic maps;
 - Records available at Town and county historical societies; and
 - Published local histories.
- 7.3.3 A letter report that details the results of the records search and presents a review of the natural environment and cultural history of the project area, along with conclusions and recommendations of findings will be prepared. This letter will include a discussion of the potential for the proposed project to affect known archaeological sites, State Antiquities Landmarks (SALs), or sites listed or potentially eligible for listing on the NRHP. In addition to this discussion, the letter will also address the likelihood the proposed project will encounter areas with a high potential for containing cultural resources. The report will be

submitted to the Town for review.

- 7.3.4 It should be known that if a federal nexus is not identified for the project, consultation with the Texas Historical Commission (THC) under Section 106 of the National Historic Preservation Act is not required. Additionally, if the project is located entirely on private land, consultation with the THC under the Antiquities Code of Texas is not required.

- 7.3.5 Consultant will submit the letter report to the THC for review.

7.4 Perform Archaeological Survey (if needed)

- 7.4.1 Prepare and submit an Antiquities Permit application to the THC for review and approval. Field survey work cannot occur until a permit is issued by the THC.

- 7.4.2 Conduct a Phase I pedestrian survey. Survey standards will meet the minimum requirements accepted by the THC, as set forth in Chapter 26 of the Texas Administrative Code (TAC). The purpose of a Phase I investigation is to identify cultural resources in the project area and make recommendations about their significance. This scope of work does not include Phase II testing or Phase III mitigation tasks or costs, but these may be necessary to satisfy the THC if sites are found and cannot be avoided.

- If present, standing structures which are at least 45 years old within the area of potential effect will be photographed and recorded. Based on the age and condition of the structure, an architectural historian may be consulted (at an additional cost, unless otherwise specified in the Cost section below) to determine the structure's eligibility for listing on the NRHP or as a SAL.

The boundaries of archaeological sites found during the survey will be defined in the horizontal and vertical plane based on surface artifacts, shovel testing, and possibly trenching. These methods comply with standards referenced in 13 TAC 26.20. This scope of work includes the cost of recording one (1) archaeological site. To fulfill the permit requirements laid out in the TAC, we must record archaeological sites found in the proposed survey area. Due to the nature of archaeological work, we can only estimate the number of subsurface site deposits or standing structures that will be found during the survey. Sites and standing structures that are found more than the number listed above may incur additional costs.

- If a recommendation for NRHP eligibility cannot be made at a site during Phase I pedestrian survey, Phase II testing may be recommended and subsequently required by the THC.

- 7.4.3 If artifacts are found during the survey, they will be analyzed, either in the field or in the lab. The results of this analysis will be used to support the overall and site-specific recommendations in the technical report.

- 7.4.4 Prepare a draft technical report. This report will meet the standards for cultural resource reports adopted by the THC (Council of Texas Archeologists). The report will describe the natural and cultural history of the project area, present a research design and methodology, then the results of the survey. It will conclude with recommendations about site eligibility (if applicable) and whether further archaeological work should be conducted in the project area. These recommendations will include appropriate justifications based on the requirements of 13 TAC 26.5 and 13 TAC 26.20.

- 7.4.5 The draft report will be submitted to Town and subsequently to the THC for review and comments.

- 7.4.6 Once approved, the final report will be printed, and the necessary copies will be submitted to Town and the THC.

- 7.4.7 Records will be prepared for curation at an approved facility. The cost of records curation is included in the proposed cost. If artifacts are collected, their preparation and the cost of

- perpetual curation (as required) will be negotiated with the curation facility and will be an additional cost. If the project is on private land, artifacts will be returned to the landowners.
- 7.4.8 The THC may determine deep testing is required for the project. Deep testing is excluded from this scope of services. If deep testing is required by the THC, this would be considered an Additional Service.

7.5 Environmental Service submittal

- 7.5.1 Refer to III. DELIVERABLES

Task 8 – Subsurface Utility Engineering (SUE) Quality Level “A” and Level “B” (through a subconsultant)

- 8.1 Upon Town Authorization, perform SUE (Subsurface Utility Engineering) Quality Level “A” and Level “B” to identify existing franchise utility at the intersection of Scarlet Drive and Legacy Drive, and Legacy Drive and Fishtrap Road by exposing specific utilities. Additional SUE will not be performed without written authorization by the Town.
- 8.1.1 Utilities to be designated include, gas, telecommunications, electric, traffic signals, storm, water, and sanitary sewer.
- 8.1.2 QL “A” provides three-dimensional (x,y,z) information obtained through the application and interpretation of non-destructive vacuum excavation methods. This quality provides the most accurate horizontal location and vertical position of subsurface utilities.
- 8.1.2.1 Up to three (3) test hole locations which will then be field surveyed have been budgeted for this task. We will not proceed with performance of services beyond the days budgeted, without written authorization by the Town.
- 8.1.3 QL “B” provides two-dimensional (x,y) information obtained through the application and interpretation of non-destructive surface geophysical methods. This quality provides the horizontal position of subsurface utilities within approximately one foot.
- 8.1.3.1 Approximately three (3) days have been budgeted for this task. We will not proceed with performance of services beyond the days budgeted, without written authorization by the Town.

Task 9 – ROW and Easement Instruments of Conveyance

- 9.1 Prepare up to one (1) Right-of-Way instrument (narrative and graphic exhibits of ROW required for the Project).
- 9.2 Prepare up to eight (8) easement instruments for acquisition purposes (narrative and graphic exhibits of easements required for drainage, sidewalk, slope, street, and/or temporary construction easement).
- 9.3 Individual parcel exhibits shall be on 8 ½” x 11” paper, shall be sealed, dated, and signed by a Registered Professional Land Surveyor and shall contain the following:
- Parcel number.
 - Area required.
 - Area remaining.
 - Legal description.
 - Current owner.
 - Any existing platted easement or easements filed by separate instrument including easements provided by utility companies.
 - Metes and bounds description of parcel to be acquired. Description shall be provided on a separate sheet from the exhibit. Each type of easement shall be described separately.

- Easement instruments for encroachment agreement purposes will be prepared in accordance with franchisee requirements.

Task 10 – Bid and Construction Phase Services

10.1. Bid Phase Services

- 10.1.1 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.
- 10.1.2 Attend the pre-bid meeting and bid opening
- 10.1.3 Final construction plan submittal (conformed sets). Refer to III. DELIVERABLES
- 10.1.4 The budgeted fee for this Task is based upon approximately 20 hours for bid phase services. We will not proceed with performance of services beyond the hours budgeted, without written authorization by the Town.

10.2. Construction Phase Services

- 10.2.1 *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
- 10.2.2 The budgeted fee for this Task is based upon approximately 120 hours (10 hours/month for up to 12 months for construction phase services). We will not proceed with performance of services beyond the hours budgeted, without written authorization by the Town.

Task 11 – Record Documents

- 11.1. Consultant will prepare construction Record Documents based on the information received from the Contractor.
- 11.2. The budgeted fee for this Task is based upon approximately 30 hours. We will not proceed with performance of services beyond the hours budgeted, without written authorization by the Town.
- 11.3. Record Documents submittal, refer to III. DELIVERABLES

Additional Services

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

- Construction Staking
- Environmental Services beyond those identified in the Scope of Services
- Title Research
- Streetscape/Hardscape design
- Illumination design
- Sanitary sewer design
- Franchise utility design
- Traffic Simulations and/or Traffic Studies
- Design of any offsite drainage improvements beyond the improvements identified in the scope
- Design of retaining walls over 3 feet or outside the limits of right-of-way, or specialized inlets

- Stakeholder Coordination
- Preparation of Additional Bid Packages
- Packaging/inclusion of contract documents prepared by others
- Revising the Traffic Control Narrative based on Contractor input after Bidding
- Preparing Traffic Control Phasing Plan
- Redesign to reflect project scope changes requested by the Client, franchise utilities, and/or developer required to address changed conditions or change in direction previously approved by the Client, mandated by changing governmental laws, or necessitated by the Client's acceptance of substitutions proposed by the contractor
- Hydrologic analysis of Doe Branch Tributary 6
- Unsteady flow or 2D hydraulic analysis for Doe Branch Tributary 6
- Floodplain reclamation plans or Floodplain analysis beyond establishing parameters for bridge design
- Preparation of a CLOMR and Endangered Species Act conformance
- Preparation of a LOMR and associated post construction survey

Due to the circumstances surrounding COVID-19, situations may arise during the performance of this Agreement that affect availability of resources and staff of Kimley-Horn, the client, other consultants, and public agencies. There could be changes in anticipated delivery times, jurisdictional approvals, and project costs. Kimley-Horn will exercise reasonable efforts to overcome the challenges presented by current circumstances, but Kimley-Horn will not be liable to Client for any delays, expenses, losses, or damages of any kind outside of its complete control.

III. DELIVERABLES

| | |
|--------------------------------|--|
| Task 1 - Survey | <ul style="list-style-type: none"> • Digital Topographic Drawing |
| Task 2 - Geotechnical Services | <ul style="list-style-type: none"> • One (1) Copy of Geotechnical Report |
| Task 3 - Conceptual Design | <u>30% Design</u> <ul style="list-style-type: none"> • Half-size and full-size roll plots (up to 1 of each upon request) • Drainage Area Maps • 30% Opinion of Probable Construction Cost • PDF versions of 30% Deliverable |
| Task 4 - Preliminary Design | <u>60% Design</u> <ul style="list-style-type: none"> • Half-size 60% roll plot (up to 1 of each upon request) • Half-size 60% plan sets (up to 1 of each upon request) • 60% Opinion of Probable Construction Cost • PDF versions of 60% Deliverable |
| Task 5 - Final Design | <u>90% Design</u> <ul style="list-style-type: none"> • Half-size 90% roll plot (up to 1 of each upon request) • Half-size 90% plan sets (up to 1 of each upon request) • 90% Opinion of Probable Construction Cost • PDF versions of 90% Deliverable |

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 Deliverable
- One (1) DWG copy of final files

Task 6 - Hydraulic Analysis

- Preliminary Flood Study (60%)
- Final Floodplain Study (Final)

Task 7 – Environmental Services

- Environmental Technical Report

Task 9 – ROW and Easement Instruments of Conveyance

- Up to one (1) ROW instrument
- Up to eight (8) Easement instruments

Task 10 – Bid and Construction Phase Services

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

Task 11 - 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

EXHIBIT B
COMPENSATION SCHEDULE

PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND KIMLEY-HORN AND ASSOCIATES, INC.
FOR THE LEGACY DRIVE FROM PRAIRIE DRIVE TO FISHTRAP ROAD PROJECT (2143-ST)

I. COMPENSATION SCHEDULE

| Task | Completion Schedule (Anticipated) | Compensation Schedule (Anticipated) |
|--|---|---|
| Notice-to-Proceed | February 2022 | |
| Task 1 – Survey | April 2022 | Up to \$38,000 |
| Task 2 – Geotechnical Services (through Subconsultant) | July 2022 | Up to \$31,000 |
| Task 3 – Conceptual Design (30%) | July 2022 | \$152,000 |
| Task 4 – Preliminary Design (60%) | October 2022 | \$227,000 |
| Task 5 – Final Design (90% and Final) | March 2023 | \$210,000 |
| Task 6 – Hydraulic Analysis | March 2023 | Up to \$35,000 |
| Task 7 – Environmental Services | March 2023 | Up to \$25,000 |
| Task 8 – SUE QL “B” and “A” (through subconsultant) | As needed | Up to \$27,000 |
| Task 9 – ROW and Easement Instruments of Conveyance | November 2022 | Up to \$15,000 |
| Task 10 – Bid and Construction Phase Services | April 2024 | Up to \$28,000 |
| Task 11 – Record Drawings | May 2024 | Up to \$6,000 |
| Total Compensation | | \$794,000 |

II. COMPENSATION SUMMARY

| Basic Services (Lump Sum) | Amount |
|---------------------------------------|-----------|
| Task 3 – Conceptual Design (30%) | \$152,000 |
| Task 4 – Preliminary Design (60%) | \$227,000 |
| Task 5 – Final Design (90% and Final) | \$210,000 |
| Total Basic Services: | \$589,000 |

| Special Services (Hourly Not-to-Exceed) | Amount |
|--|----------------|
| Task 1 – Survey | Up to \$38,000 |
| Task 2 – Geotechnical Services (through Subconsultant) | Up to \$31,000 |
| Task 6 – Hydraulic Analysis | Up to \$35,000 |
| Task 7 – Environmental Services | Up to \$25,000 |
| Task 8 – SUE QL “B” and “A” (through subconsultant) | Up to \$27,000 |
| Task 9 – ROW and Easement Instruments of Conveyance | Up to \$15,000 |
| Task 10 – Bid and Construction Phase Services | Up to \$28,000 |
| Task 11 – Record Drawings | Up to \$6,000 |
| Total Special Services: | \$205,000 |

EXHIBIT C INSURANCE REQUIREMENTS

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

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

B. MINIMUM LIMITS OF INSURANCE

Service Provider shall maintain throughout contract limits not less than:

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

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

D. OTHER INSURANCE PROVISIONS

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

1. General Liability and Automobile Liability Coverages

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

2. Workers Compensation and Employer's Liability Coverage:

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

3. All Coverages:

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

4. Professional Liability and / or Errors and Omissions:

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

E. ACCEPTABILITY OF INSURERS

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

F. VERIFICATION OF COVERAGE

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

Certificate holder to be listed as follows:

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

EXHIBIT E CONFLICT OF INTEREST QUESTIONNAIRE

| CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity | | FORM CIQ |
|--|--|--|
| <p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</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> | | OFFICE USE ONLY <div style="border: 1px solid black; height: 100px; width: 100%;"></div> |
| <p>1 Name of vendor who has a business relationship with local governmental entity.</p> <p style="text-align: center;">Kimley-Horn and Associates, Inc.</p> | | |
| <p>2 <input checked="" type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p> | | |
| <p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">N/A</p> <p style="text-align: center;">_____ Name of Officer</p> | | |
| <p>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.</p> <p style="margin-top: 20px;">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 style="margin-top: 20px;">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> | | |
| <p>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.</p> | | |
| <p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p> | | |
| <p>7</p> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;"> Signature of vendor doing business with the governmental entity </div> <div style="text-align: center;"> February 14, 2022 Date </div> </div> | | |

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 11/30/2015

LOCATION MAP

Legacy Drive

Prairie Drive to Fishtrap Road





ENGINEERING SERVICES

To: Mayor and Town Council

From: Hulon T. Webb, Jr., Director of Engineering Services

Through: Harlan Jefferson, Town Manager
Rebecca Zook, Executive Director of Development and Infrastructure Services

Re: Town Council Meeting – February 22, 2022

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a Professional Services Agreement between Spiars Engineering, Inc., and the Town of Prosper, Texas, related to the design of Teel Parkway from north of the intersection improvements planned to be constructed this year just north of US 380 to the existing intersection improvements south of Fishtrap Road.

Description of Agenda Item:

The services associated with this agreement are for the design of Teel Parkway from north of the intersection improvements planned to be constructed this year just north of US 380 to the existing intersection improvements south of Fishtrap Road. The design includes approximately 2,650 linear feet of two-lanes of the ultimate six-lane concrete divided roadway. These improvements include roadway paving, drainage, standard median landscape design and irrigation, pavement markings and signage, traffic control, and erosion control.

At the April 9, 2019, Town Council meeting, the Town Council approved a list of qualified engineering firms, which included services for roadway engineering design. Spiars Engineering, Inc., is included on the approved list.

Budget Impact:

The cost for the design is \$218,200. A total of \$750,000 is budgeted in Account No. 750-5410-10-00-2153-ST.

Legal Obligations and Review:

Terrence Welch of Brown & Hofmeister, L.L.P., has approved the standard Professional Services Agreement as to form and legality.

Attached Documents:

1. Professional Service Agreement
2. Location Map

Town Staff Recommendation:

Town staff recommends that the Town Council authorize the Town Manager to execute a Professional Services Agreement between Spiars Engineering, Inc., and the Town of Prosper, Texas, related to the design of Teel Parkway from north of the intersection improvements planned to be constructed this year just north of US 380 to the existing intersection improvements south of Fishtrap Road.

Proposed Motion:

I move to authorize the Town Manager to execute a Professional Services Agreement between Spiars Engineering, Inc., and the Town of Prosper, Texas, related to the design of Teel Parkway from north of the intersection improvements planned to be constructed this year just north of US 380 to the existing intersection improvements south of Fishtrap Road.

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND SPIARS ENGINEERING, INC.
FOR THE TEEL PARKWAY EXPANSION (US 380 TO FISHTRAP ROAD) PROJECT (2153-ST)**

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 **Spiars Engineering, 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 **Teel Parkway Expansion (US 380 to Fishtrap Road) Project (2153-ST)**, hereinafter called "Project";

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

1. **Term of Agreement.** This Agreement shall become effective on the date of its execution by both Parties, and shall continue in effect thereafter until terminated as provided herein.
2. **Services to be Performed by Consultant.** The Parties agree that Consultant shall perform such services as are set forth and described in **Exhibit A - Scope of Services** and incorporated herein as if written word for word. All services provided by Consultant hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of their profession. In case of conflict in the language of Exhibit A and this Agreement, this Agreement shall govern and control. Deviations from the Scope of Services or other provisions of this Agreement may only be made by written agreement signed by all Parties to this Agreement.
3. **Prompt Performance by Consultant.** Consultant shall perform all duties and services and make all decisions called for hereunder promptly and without unreasonable delay as is necessary to cause Consultant's services hereunder to be timely and properly performed. Notwithstanding the foregoing, Consultant agrees to use diligent efforts to perform the services described herein and further defined in any specific task orders, in a manner consistent with these task orders; however, the Town understands and agrees that Consultant is retained to perform a professional service and such services must be bound, first and foremost, by the principles of sound professional judgment and reasonable diligence.
4. **Compensation of Consultant.** Town agrees to pay to Consultant for satisfactory completion of all services included in this Agreement a total fee of Two Hundred Eighteen Thousand Two Hundred Dollars and Zero Cents (\$218,200.00) for the Project as set forth and described in **Exhibit B - Compensation Schedule** and incorporated herein as if written word for word. Lump sum fees shall be billed monthly based on the percentage of completion. Hourly not to exceed fees shall be billed monthly based on hours of work that have been completed. Direct Costs for expenses such as mileage, copies, scans, sub-consultants, and similar costs are included in fees and shall be billed as completed.

Consultant agrees to submit statements to Town for professional services no more than once per month. These statements will be based upon Consultant's actual services performed and reimbursable expenses incurred, if any, and Town shall endeavor to make prompt payments. Each statement submitted by Consultant to Town shall be reasonably itemized to show the amount of work performed during that period. If Town fails to pay Consultant

within sixty (60) calendar days of the receipt of Consultant's invoice, Consultant may, after giving ten (10) days written notice to Town, suspend professional services until paid.

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

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

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

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

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

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

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

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

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

Spiars Engineering, Inc.
 Matt Dorsett, P.E.
 765 Custer Road, Suite 100
 Plano 75075
 Matt.dorsett@spiarsengineering.com

Town of Prosper
 Harlan Jefferson, Town Manager
 PO Box 307
 Prosper, TX 75078
hjefferson@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____.

SPIARS ENGINEERING, INC.

TOWN OF PROSPER, TEXAS

By:



Signature

MATT DORSETT

Printed Name

VICE PRESIDENT

Title

2/10/22

Date

By:

Signature

Harlan Jefferson

Printed Name

Town Manager

Title

Date

EXHIBIT A SCOPE OF SERVICES

PROFESSIONAL ENGINEERING SERVICES AGREEMENT BETWEEN THE TOWN OF PROSPER, TEXAS, AND SPIARS ENGINEERING, INC. FOR THE TEEL PARKWAY EXPANSION (US 380 TO FISHTRAP ROAD) PROJECT (2153-ST)

I. PROJECT DESCRIPTION

Approximately 2,650 LF of roadway and associated infrastructure immediately east of existing Teel Parkway north of US 380 and south of Fishtrap Road.

II. TASK SUMMARY

Task 1 – Topographic Survey

Prepare topographic survey for proposed alignments including the following:

1. Contours at one foot intervals.
2. Spot elevations at streets and pavements adjacent to the site along each curb and edge of pavement.
3. Plotted locations of structures, paving and improvements above ground on or within approximately fifty feet of the site.
4. Location and size of visible utilities.

Task 2 – Preliminary Design Engineering

Prepare preliminary engineering exhibits and/or plan sheets for the Town of Prosper to review and approve the geometric design of the roadway and associated infrastructure. Although it will be taken into account, all preliminary design engineering is to exclude vertical design and any items are subject to change based on final design engineering.

Task 3 – Final Design Engineering

1. Prepare Paving Plans for streets and turn lanes/median openings. Detailed planwork to include dimensional control.
2. Prepare Drainage Area Map (onsite and offsite). Planwork to include hydrologic information for each drainage area.
3. Prepare Storm Drainage Plans based on Town standards. Planwork to include detailed storm sewer plan/profile drawings with the appropriate hydraulic information.
4. Prepare Water & Sanitary Sewer Plans. Planwork to include detailed plan/profile drawings as required by the Town for the water and sanitary sewer mains, services, fire hydrants, valves, etc.
5. Prepare Erosion Control Plans and Details. This excludes preparation of the Notice of Intent (N.O.I.) and Storm Water Pollution Prevention Plan (S.W.P.P.P.) booklets or submittal to the EPA/TCEQ.
6. Prepare Street Signage Plan per Town standards. Planwork to include coordination with the contractor for installation of signs.
7. Prepare Traffic Control Plan per Town standards.

8. Submit, process and coordinate all necessary applications, permits and plans necessary to obtain Town approval of the final engineering planwork for construction.
9. Plan packages will be submitted for Town review at 60% and 90% design completion. It is understood that the 60% submittal to the Town is to review constructability and the 90% submittal is to review prior to contract document preparation (bid drawings and associated bid documents)

Task 4 – Construction Coordination and Administration

1. Excavation, Utility and Paving Construction Coordination.
 - a) Prepare bid documents.
2. Site Inspection.
 - b) Review contractor submittals related to roadway construction.
 - c) Answer contractor requests for information during construction.
 - d) Visit the site periodically to review construction completed to date and advise TOWN if any work is not consistent with the applicable plans.
 - e) Meet with contractors at the site as needed to review progress and coordinate any issues that may arise.
 - f) Attend preliminary and final inspections with the contractors and Town officials.
3. Project Administration.
 - g) Meet with the Town as necessary to report on the project status.
 - h) Coordinate with the construction superintendent, contractors and Town officials to obtain a Final Letter of Acceptance.
 - i) Provide the appropriate letters and information to the Town to obtain project completion.

Task 5 – Survey Control

Control Staking. Set control stakes for horizontal control, local benchmarks and permanent vertical benchmarks. This will be billed as hourly not to exceed on an as needed basis.

Task 6 – Separate Instrument Preparation

Prepare separate instrument exhibits for easement and ROW dedication as follows:

1. ROW dedication document across Gray Trust Property
2. Temporary construction easement across Gray Trust Property
3. Temporary construction easement across Pemasani Interests LLC Property
4. Slope easement across Gray Trust Property
5. Slope easement across Pemasani Interests LLC Property
6. Box culvert drainage easement across Gray Trust Property
7. Box culvert drainage easement across Pemasani Interests LLC Property

Separate instrument documents will be prepared at an estimated rate of \$1,000 per document. This will be billed as an hourly not to exceed task with a maximum cost of \$7,000.

Task 7 – Landscape and Irrigation Design

- I. Concept Design Development
We will prepare an overall concept plan for the planting improvements within the medians and will discuss these proposed improvements with you. The layout style and materials used will be similar to the existing design theme and specifications set forth in the example project the Town provided.

After the concept plans are reviewed, we will prepare a detailed cost estimate for installation improvements.

II. Final Construction Plans

Based on the approved concept design development, we will prepare final drawings, construction details, specifications, and related documents setting forth in detail the requirements for constructing the landscape planting, enhanced median pavement, mowing entrances, edging, and irrigation for this development.

- A. Landscape Plans - The final landscape plans will be designed in accordance with the approved preliminary plans and will include dimensional planting layout plans, planting notes, planting details, enhanced paving details, and plant material descriptions.
- B. Irrigation Plans - The automatic irrigation system will be a cost-efficient system designed with reliable, top-quality irrigation equipment utilizing the latest in water-efficient features for optimum water management and distribution.

III. Coordination

We will provide/perform the following:

- 1. Coordinate design concepts and budgets with the engineer.
- 2. Work with the Town and awarded contractors for final plan approval.
- 3. Coordinate plans and hardscape enhancements with the record engineer.
- 4. Coordinate the location of franchise utilities and services if such services are needed.

IV. Construction Administration

We will perform the following construction administration phase services for the project:

- 1. Prepare quantities, bid forms, and specifications for bidding and help coordinate the award of the project and coinciding construction contracts.
- 2. Conduct site visits as requested, or at appropriate intervals per your request to observe the project construction. One (1) site visit is anticipated and included with this proposal. Additional site visits can be provided at your request as additional services. The anticipated fee for each additional site visit is \$195.00 each.
- 3. Provide consultation to you during construction which includes assistance via email and phone.
- 4. Attend a final walk-through and prepare a punch list of items.

Please note that Owner or Engineering site changes or design changes that require us to revise our plans within two weeks prior to the target submittal date, or thereafter, may be considered additional services.

Task 8 –Geotechnical Engineering

1. Field Investigation

Considering the anticipated site geology, it is recommended subsurface conditions be evaluated with 15 sample borings. Borings will be drilled at approximate 250-foot spacing along the proposed roadway. Borings will be extended to a depth of 20 feet.

Borings will be sampled continuously to a depth of 10 feet, and at maximum five-foot intervals thereafter. Samples of cohesive soils will be obtained using three-inch diameter pushed tubes. Cohesionless soils

(sands and gravels) will be sampled and evaluated in-situ by use of the Standard Penetration test (SPT). Unweathered shale, if encountered, will be evaluated in-situ using the Texas Department of Transportation (TxDOT) cone penetrometer.

Observations will be made in the open borings subsequent to drilling to evaluate ground water conditions. Borings will be backfilled with drill cuttings at the completion of field operations.

Settlement of boreholes may occur over time. Reed Engineering Group, Ltd. will not be responsible for any settlement of boreholes that may occur after initial backfilling.

Precautions will be taken during the field investigation to avoid damage to underground utilities and structures. However, Reed Engineering Group, Ltd. will not be liable for damage to utilities or structures not identified on plans provided to us, or improperly located in the field by other parties.

Borings will be field-located using GPS (Global Positioning System) technology. The accuracy of our unit is reportedly within plus or minus one meter.

2. Laboratory Investigation

Upon return to the laboratory, all samples will be visually classified by the project engineer or engineering geologist in accordance with the Unified Soil Classification System (USCS). Each sample of cohesive soil will be evaluated for consistency by use of a pocket penetrometer test.

Selected samples will be subjected to classification tests and tests to evaluate shrink/swell characteristics. Anticipated classification tests consist of Atterberg Limits, moisture content, and partial grain size determinations. Soil shrink/swell potential will be evaluated by use of absorption pressure-swelling tests in conjunction with soil suction determinations.

In addition, lime series and soluble sulfate content tests will be conducted for pavement subgrade design requirements.

3. Engineering Services

The results of the field and laboratory investigations will be evaluated and presented with our recommendations in a bound report. The report will address the following:

- a. description of the soil and ground water conditions as they relate to the performance and construction of the project;
- b. design considerations for construction in expansive soils;
- c. pavement subgrade conditions and recommended stabilization in accordance with the Town of Prosper guidelines; and
- d. earthwork and testing recommendations.

Task 9 – Record Drawings

Prepare record drawings to reflect the as-built infrastructure marked up and provided by contractor. Provide PDF and CAD files to Town.

Task 10 – Non-Labor Reimbursable Expenditures

Reimbursable Expenditures (printing, deliveries, CAD plots, travel, etc...) shall be approved in advance by Client and will be invoiced at 1.15 times our cost. Invoices shall be submitted monthly for work completed to date or on a milestone basis and shall be due within 30 days of the date on the invoice.

Task 11 – Subsurface Utility Engineering

Expose existing utilities at intersection of Fishtrap Road and Teel Parkway. Vacuum excavation or other nondestructive excavation techniques will be used. A maximum of four excavation locations will be performed.

III. DELIVERABLES

| | |
|---|--|
| Task 1 – Topographic Survey | Topographic Survey |
| Task 2 – Preliminary Engineering | Preliminary Engineering Exhibit |
| Task 3 – Final Design Engineering | 60% Plans 90% Plans Final Plans |
| Task 4 – Construction Coordination and Admin. | Bid Documents Construction Contract |
| Task 5 – Survey Control | Set Control in Field |
| Task 6 – Separate Instrument Preparation | Separate Instrument Easement Dedication Exhibits Separate Instrument ROW Dedication Exhibits |
| Task 7 – Landscape and Irrigation Design | Landscape & Irrigation Plans |
| Task 8 – Geotechnical Engineering | Geotechnical Report |
| Task 9 - Record Drawings | One (1) PDF copy of each sheet of the record drawings One (1) DWG of the record drawings base map |
| Task 11 – Subsurface Utility Engineering | SUE Report Showing Location of Water Line |

**EXHIBIT B
COMPENSATION SCHEDULE**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND SPIARS ENGINEERING, INC.
FOR THE TEEL PARKWAY EXPANSION (US 380 TO FISHTRAP ROAD) PROJECT (2153-ST)**

I. COMPENSATION SCHEDULE

| Task | Completion Schedule | Compensation Schedule |
|---|--------------------------------|----------------------------------|
| Notice-to-Proceed | February 2022 | |
| Task 1 – Topographic Survey | April 2022 | \$5,000 |
| Task 2 – Preliminary Engineering | May 2022 | \$20,000 |
| Task 3 – Final Design Engineering | February 2023 | \$120,000 |
| Task 4 – Construction Coordination and Admin. | TBD | \$10,000 |
| Task 5 – Survey Control | TBD | \$1,000 |
| Task 6 – Separate Instrument Preparation | TBD | \$7,000 |
| Task 7 – Landscape and Irrigation Plans | February 2023 | \$18,000 |
| Task 8 – Geotechnical Engineering | TBD | \$14,200 |
| Task 9 – Record Drawings | TBD | \$5,000 |
| Task 10 – Reimbursable Expenditures | TBD | \$8,000 |
| Task 11 – Subsurface Utility Engineering | TBD | \$10,000 |
| Total Compensation | | \$218,200 |

II. COMPENSATION SUMMARY

| Basic Services (Lump Sum) | Amount |
|---|------------------|
| Task 1 – Topographic Survey | \$5,000 |
| Task 2 – Preliminary Engineering | \$20,000 |
| Task 3 – Final Design Engineering | \$120,000 |
| Task 4 – Construction Coordination and Admin. | \$10,000 |
| Task 7 – Landscape and Irrigation Design | \$18,000 |
| Task 8 – Geotechnical Engineering | \$14,200 |
| Task 9 - Record Drawings | \$5,000 |
| Task 11 – Subsurface Utility Engineering | \$10,000 |
| Total Basic Services: | \$202,200 |

| Special Services (Hourly Not-to-Exceed) | Amount |
|--|----------------|
| Task 5 – Survey Control | \$1,000 |
| Task 6 – Separate Instrument Preparation | \$7,000 |
| Total Special Services: | \$8,000 |

| Direct Expenses | Amount |
|--|----------------|
| Task 10 – Reimbursable Expenditures (Budget) | \$8,000 |
| Total Direct Expenses: | \$8,000 |

EXHIBIT C INSURANCE REQUIREMENTS

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

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

B. MINIMUM LIMITS OF INSURANCE

Service Provider shall maintain throughout contract limits not less than:

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

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

D. OTHER INSURANCE PROVISIONS

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

1. General Liability and Automobile Liability Coverages

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

2. Workers Compensation and Employer's Liability Coverage:

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

3. All Coverages:

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

4. Professional Liability and / or Errors and Omissions:

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

E. ACCEPTABILITY OF INSURERS

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

F. VERIFICATION OF COVERAGE

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

Certificate holder to be listed as follows:

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

EXHIBIT E **CONFLICT OF INTEREST QUESTIONNAIRE**

| CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity | | FORM CIQ |
|---|---|-----------------|
| <p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</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> | <div style="border: 1px solid black; padding: 2px; text-align: center;">OFFICE USE ONLY</div> <div style="border: 1px solid black; height: 100px; margin-top: 5px;"></div> | |
| <p>1 Name of vendor who has a business relationship with local governmental entity.</p> <p align="center" style="font-size: 1.2em; color: blue;"><u>SPIARS ENGINEERING INC, INC</u></p> | | |
| <p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p> | | |
| <p>3 Name of local government officer about whom the information is being disclosed.</p> <p align="center" style="font-size: 1.2em; color: blue;"><u>PETE ANAYA</u></p> <p align="center" style="font-size: 0.8em;">Name of Officer</p> | | |
| <p>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.</p> <div style="margin-top: 20px;"> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p align="center"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p align="center"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </p> </div> | | |
| <p>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.</p> <p align="center" style="font-size: 1.2em; color: blue;"><u>NONE</u></p> | | |
| <p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p> | | |
| <p>7</p> <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="width: 45%;"> <p align="center" style="font-size: 1.2em; color: blue;"><u>[Signature]</u></p> <p align="center" style="font-size: 0.8em;">Signature of vendor doing business with the governmental entity</p> </div> <div style="width: 45%; text-align: right;"> <p align="center" style="font-size: 1.2em; color: blue;"><u>2/10/22</u></p> <p align="center" style="font-size: 0.8em;">Date</p> </div> </div> | | |

Form provided by Texas Ethics Commission

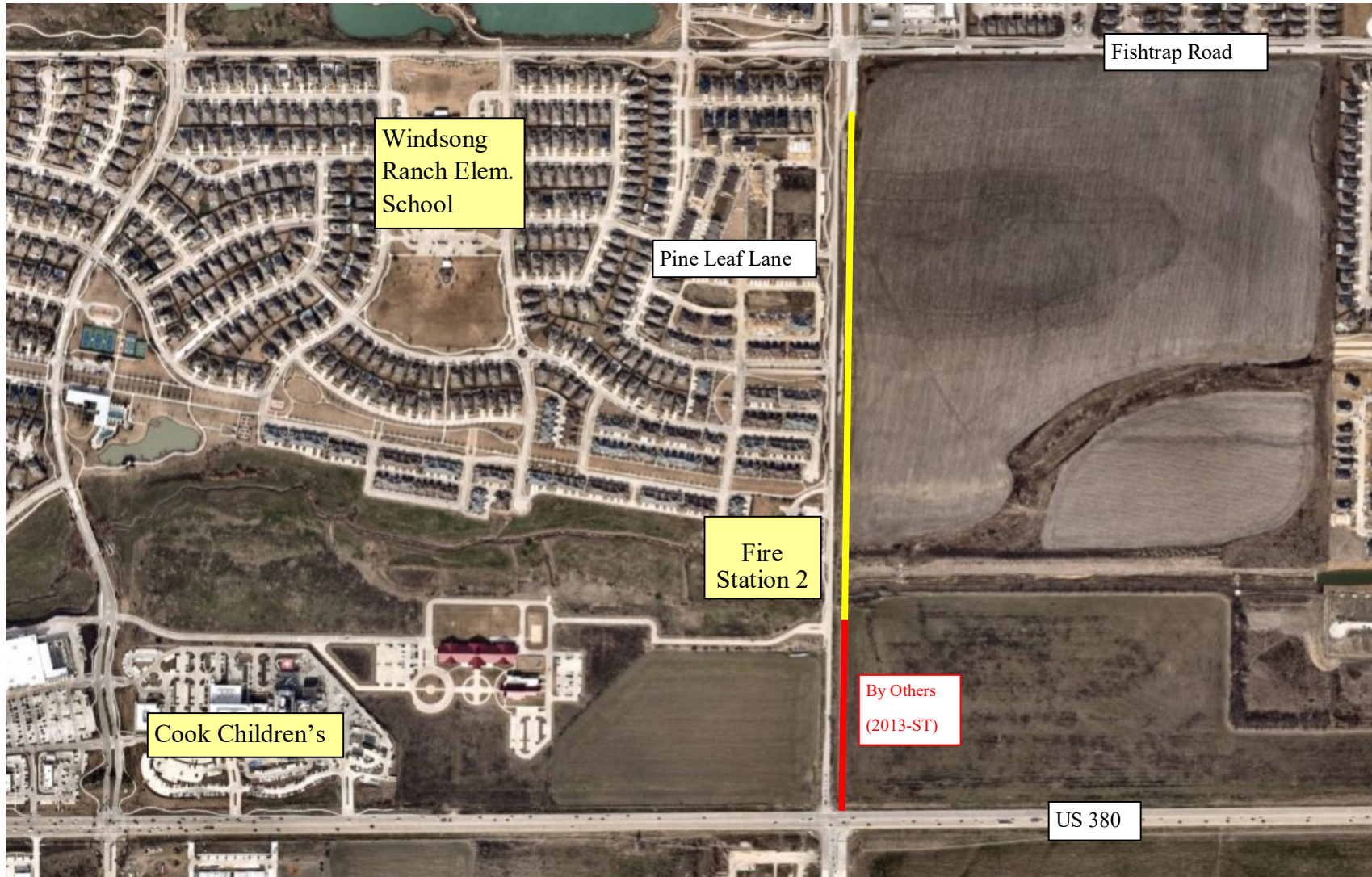
www.ethics.state.tx.us

Revised 11/30/2015



LOCATION MAP

Teel Parkway
US 380 to Fishtrap Road





ENGINEERING SERVICES

To: Mayor and Town Council

From: Hulon T. Webb, Jr., Director of Engineering Services

Through: Harlan Jefferson, Town Manager
Rebecca Zook, Executive Director of Development and Infrastructure Services

Re: Town Council Meeting – February 22, 2022

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a Professional Services Agreement between Garver, LLC, and the Town of Prosper, Texas, related to the design of Coleman Street from Gorgeous Road to Prosper Trail and Coleman Street from Prosper Trail to Talon Lane/Amberly Lane projects.

Description of Agenda Item:

The services associated with this agreement are for the design of Coleman Street from Gorgeous Road to Prosper Trail and Coleman Street from Prosper Trail to Talon Lane/Amberly Lane. The design includes reconstruction of the roadway to the ultimate four-lane concrete divided roadway (4LD Minor Thoroughfare). Gorgeous Road to Prosper Trail is approximately 3,250 linear feet and Prosper Trail to Talon Lane/Amberly Lane is approximately 3,450 linear feet. These improvements include roadway paving, sidewalks, drainage, standard median landscape design and irrigation, pavement markings and signage, minor signal work, traffic control, and erosion control.

At the April 9, 2019, Town Council meeting, the Town Council approved a list of qualified engineering firms, which included services for roadway engineering design. Garver, LLC, is included on the approved list.

Budget Impact:

The cost for the design is \$861,420.50. A total of \$900,000 is budgeted in Account No. 750-5410-10-00-2141-ST.

Legal Obligations and Review:

Terrence Welch of Brown & Hofmeister, L.L.P., has approved the standard Professional Services Agreement as to form and legality.

Attached Documents:

1. Professional Service Agreement
2. Location Map

Town Staff Recommendation:

Town staff recommends that the Town Council authorize the Town Manager to execute a Professional Services Agreement between Garver, LLC, and the Town of Prosper, Texas, related to the design of Coleman Street from Gorgeous Road to Prosper Trail and Coleman Street from Prosper Trail to Talon Lane/Amberly Lane projects.

Proposed Motion:

I move to authorize the Town Manager to execute a Professional Services Agreement between Garver, LLC, and the Town of Prosper, Texas, related to the design of Coleman Street from Gorgeous Road to Prosper Trail and Coleman Street from Prosper Trail to Talon Lane/Amberly Lane projects.

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND GARVER, LLC
FOR THE COLEMAN STREET RECONSTRUCTION AND WIDENING PROJECT
PRJ # 2141-ST COLEMAN STREET RECONSTRUCTION AND WIDENING – FROM GORGEOUS ROAD TO
PROSPER TRAIL
PRJ # 2142-ST COLEMAN STREET WIDENING – FROM PROSPER TRAIL TO TALON LANE/AMBERLY LANE**

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 **GARVER, LLC**, 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 **Coleman Street Reconstruction and Widening – from Gorgeous Road to Prosper Trail (PRJ# 2141-ST) and Coleman Street Widening – from Prosper Trail to Talon Lane/Amberly Lane (PRJ# 2142-ST)**, hereinafter called "Project";

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

1. **Term of Agreement.** This Agreement shall become effective on the date of its execution by both Parties, and shall continue in effect thereafter until terminated as provided herein.
2. **Services to be Performed by Consultant.** The Parties agree that Consultant shall perform such services as are set forth and described in **Exhibit A - Scope of Services** and incorporated herein as if written word for word. All services provided by Consultant hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of their profession. In case of conflict in the language of Exhibit A and this Agreement, this Agreement shall govern and control. Deviations from the Scope of Services or other provisions of this Agreement may only be made by written agreement signed by all Parties to this Agreement.
3. **Prompt Performance by Consultant.** Consultant shall perform all duties and services and make all decisions called for hereunder promptly and without unreasonable delay as is necessary to cause Consultant's services hereunder to be timely and properly performed. Notwithstanding the foregoing, Consultant agrees to use diligent efforts to perform the services described herein and further defined in any specific task orders, in a manner consistent with these task orders; however, the Town understands and agrees that Consultant is retained to perform a professional service and such services must be bound, first and foremost, by the principles of sound professional judgment and reasonable diligence.
4. **Compensation of Consultant.** Town agrees to pay to Consultant for satisfactory completion of all services included in this Agreement a total fee of **Eight Hundred Sixty One Thousand Four Hundred Twenty Dollars and Fifty Cents (\$861,420.50)** 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 as deliverables under this Agreement and that Town may use them without Consultant's permission for any purpose relating to the Project; provided however, any and all underlying intellectual property, if any (unless provided by Town), shall remain the property of Consultant such that Consultant may continue to perform its business in the normal course. Upon payment in full, Consultant hereby grants Town an irrevocable, non-exclusive, royalty free license to use the same for the purposes contemplated under this Agreement. 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 THIRD PARTY 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 TANGIBLE PROPERTY OR BODILY INJURY OF 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:

Garver, LLC
 Jake Bennett, PE, CFM
 Project Manager
 3010 Gaylord Pkwy, Ste 190
 Frisco, TX 75034
 RJBennett@GarverUSA.com

Town of Prosper
 Harlan Jefferson, Town Manager
 PO Box 307
 Prosper, TX 75078
hjefferson@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____.

GARVER, LLC

By: Scott Forbes
 Signature
Scott Forbes, P.E
 Printed Name
Senior Project Manager
 Title
February 8, 2022
 Date

TOWN OF PROSPER, TEXAS

By: _____
 Signature
Harlan Jefferson
 Printed Name
Town Manager
 Title

 Date

EXHIBIT A SCOPE OF SERVICES

PROFESSIONAL ENGINEERING SERVICES AGREEMENT BETWEEN THE TOWN OF PROSPER, TEXAS, AND GARVER, LLC FOR THE COLEMAN STREET RECONSTRUCTION AND WIDENING PROJECT PRJ # 2141-ST COLEMAN STREET RECONSTRUCTION AND WIDENING – FROM GORGEOUS ROAD TO PROSPER TRAIL PRJ # 2142-ST COLEMAN STREET WIDENING – FROM PROSPER TRAIL TO TALON LANE/AMBERLY LANE

1a. PROJECT DESCRIPTION – PRJ # 2141-ST

The project involves improvements for reconstructing and widening approximately 3,250 linear feet of existing two-lane asphalt roadway from south of Gorgeous Road to Prosper Trail. The new pavement section will be a four-lane concrete divided roadway, 4LD Minor Thoroughfare. The Project will begin at the northern most radius return of 7th Street and will end at the Coleman Street/Prosper Trail Intersection. The project shall include the removal/replacement of the existing traffic signal in the SW corner of the intersection. The project includes roadway and drainage design, standard median landscape design/irrigation, pavement markings and signage, signal relocation, erosion control, and traffic control / phasing.

Anticipated median openings with left turn deceleration lanes in both the northbound and southbound directions at the flowing locations:

- a. Gorgeous Road/McKinley Street
- b. Eagle Lane and south driveway into Reynolds Middle School
- c. Wilson Drive
- d. Northern driveway at the US Post Office
- e. Bryan Street

Anticipated right turn deceleration at the following locations:

- a. Northbound at Gorgeous Road
- b. Southbound at McKinley Street
- c. Northbound at south driveway into Reynolds Middle School
- d. Northbound and southbound at Eagle Lane
- e. Southbound into business on west side of Coleman Street between Wilson Drive and Eagle Lane
- f. Northbound at Wilson Drive
- g. Southbound at both driveways into the US Post Office
- h. Northbound and southbound at Bryan Street
- i. Southbound at the driveway between Prosper Trail and Bryan Street

Proposed Sidewalk locations:

- a. Propose to construct sidewalk along the east right of way (ROW) starting at Gorgeous Road going north and connecting to existing sidewalk north of Eagle Lane at Reynolds Middle School.
- b. All other parkway areas within the existing and proposed ROW will be graded to drain towards the roadway where possible. Areas outside of the existing and proposed ROW will be graded to match existing drainage patterns.
- c. No new sidewalks are proposed along the west side of Coleman Street

Drainage Notes:

- a. The general drainage pattern in this area is water drains from the east to the west.
- b. Garver will review as-builts drainage plans (east of the project ROW) for conformance with current Town design criteria.
- c. If the as-builts design meets the current design criteria, discharges from the as-built plans will be utilized. If the as-builts do not meet current criteria, the proposed storm drain design will show revised discharges for the areas flowing toward the Coleman ROW.
- d. At the outfall located downstream of Reynolds MS, Garver shall provide a design that shall not increase the discharge in the ultimate condition from its current (existing condition). Garver shall coordinate a proposed additional outfall solution to the Town if there is a need.

Ib. PROJECT DESCRIPTION – PRJ # 2142-ST

The project involves improvements for widening approximately 3,450 linear feet of existing two-lane concrete roadway (ultimate two southbound lanes) from Prosper Trail to just southwest of the Coleman Street/Talon Lane/Amberly Lane intersection. This project will consist of mainly constructing the ultimate two southbound lanes to complete the 4LD Minor Thoroughfare. This project will also include the extension of existing box culverts and reconstruction of a culvert crossing headwall including velocity dissipation and erosion control measures located south of Dianna Drive. This project does not include any culvert modifications to the existing culvert located at the terminus of the existing southbound lanes southwest of Coleman Street/Talon Lane. The project includes roadway and drainage design, standard median landscape design/irrigation, pavement markings and signage, erosion control, and traffic control / phasing.

Anticipated median openings with left turn deceleration lanes at the flowing locations:

- a. St. Mark Lane (southbound only)
- b. Dianna Drive (northbound and southbound)

Note: There will also be an additional access point in the median between Prosper Trail and the Creek Crossing. Access type and location (i.e. hooded left, median opening, turn lanes, etc) will be decided during the Concept phase of the project.

Anticipated right turn deceleration at the following locations:

- a. Southbound at northern driveway into Prosper Dog Retreat

Proposed Sidewalk locations:

- a. Propose to construct sidewalk starting at Prosper Dog Retreat (1331 N. Coleman St.) going southbound all the way to the Prosper Trail intersection including ADA ramps southbound and eastbound at the intersection (northwest corner).
- b. All other parkway areas within the existing and proposed ROW will be graded to drain towards the roadway where possible. Areas outside of the existing and proposed ROW will be graded to match existing drainage patterns.

Drainage Notes:

- a. The general drainage pattern in this area is water drains from the east to the west.
- b. Garver will review as-builts drainage plans (east of the project ROW) for conformance with current Town design criteria.
- c. If the as-builts design meets the current design criteria, discharges from the as-built plans will be utilized. If the as-builts do not meet current criteria, the proposed storm drain design will show revised discharges for the areas flowing toward the Coleman ROW.

- d. Per discussions with the Town of Prosper, the culvert crossing located approximately 225 linear feet south of Dianna Drive was designed for the ultimate condition, however there were some boxes installed with capped ends are not currently in use and will remain capped.
- e. Per TEAMs call with the Town on 1/27/2022, Garver shall maintain the number of active existing boxes (leave caps) and also extend all of the boxes to the west (and cap unused boxes on the downstream end).
- f. No additional hydraulic design and analysis is included in this scope for this crossing. This service can be provided to the Town on an Hourly basis.

II. TASK SUMMARY

Task 1 – Roadway and Drainage Design.

A. CONCEPTUAL DESIGN (30%)

1. Develop conceptual design for the horizontal and vertical geometry design including cross sections. This conceptual design will be utilized to obtain acceptance from the Town and identify any areas of need for proposed ROW and easements.
2. Conceptual design will also have conceptual drainage design included.
3. Prepare roll plots of conceptual roadway design including any ROW/easement needs, and conceptual drainage design.
4. Prepare roll plots of conceptual cross sections.
5. Submit paper copies of conceptual roll plots (assumes 2 copies per concept - 36" wide roll plots in full color) and in PDF format for Town staff review and comments.
6. Conduct Quality Assurance Review of design.
7. Submit Conceptual OPCC.

B. PRELIMINARY DESIGN (60%)

1. Plot existing topographic features on (11" x 17") plan and profile sheets (1"=40' horizontal and 1"=5' vertical).
2. Prepare plan and profile drawings for Coleman Street showing proposed through outside lane top of curbs and existing ground at the existing ROW or proposed ROW where additional ROW is needed.
3. Cover sheet and general notes. Town standard general notes will be provided, no modifications shall be included in this scope.
4. Provide typical roadway sections.
5. Provide horizontal and vertical control within project design area tied to Town of Prosper Benchmarks.
6. Prepare Removal Plans.
7. Signal Replacement Plans. (Only the signal in SW quadrant will be replaced)
 - a. Town will provide existing signal plans.
 - b. Town will provide signal pole finish and all other Town specific specification and design standards.
 - c. Town will provide electric utility company contact for coordination.
 - d. Town to provide current communication method.

Design Assumptions

- a. Utilize TxDOT Traffic Signals standards and specs.
- b. Remove and Replace/Relocate Signal Pole in SW quad (Ground box and conduit to connect to existing traffic signal cabinet)
- c. Install all new signal heads, Opticom, and signing
- d. Reuse existing Camera Detection and ILSN

- e. Install Ped pole with ped head and APS pushbutton for south leg crossing. (Ground box and conduit to connect to existing TRF SIG GB)
 - f. Install new ADA ramp design meeting PROWAG/TDLR requirements for SW quadrant crossing south leg.
 - g. Install pedestrian push buttons (ADA/PROWAG) per the Town's requirements on the NE, NW, and SW quadrants of the intersection.
 - h. Current OHE pole with transformer will need to be relocated. (Traffic signal service point will need to be modified by utility company, a temporary outage will occur Prosper police forces will be utilized for TTC per SP).
 - i. Realign Signal Heads and camera detection on SB on NE quad pole
 - j. Provide AutoTurn analysis of newly aligned LT lanes.
 - k. Landscape signing (Prosper Trail) needs to be removed and replaced west leg.
 - l. Existing cabinet has BBU - Contractor to test and replace batteries if needed (SP).
8. Drainage Area Map for roadway storm sewer.
 9. Drainage Area Map for offsite drainage.
 10. Storm drainage design under roadway within ROW.
 11. Prepare Storm Drain Plan & Profiles.
 12. Prepare Culvert Plan & Profiles.
 13. Prepare Hydrologic and Hydraulic tables associated with proposed storm drain.
 14. Waterline and Sanitary Sewer improvements will be limited to localized improvements where the proposed design creates a conflict with existing conditions. (i.e. adjust SSMH to final grade, relocation of FH's, adjusting WV's, extending stubouts, etc).
 15. Cross Sections @ 50' maximum intervals and at intersections and driveways.
 16. Prepare median landscape plan sheets and coordinate landscape design with irrigation design tasks. Plan sheets will include plant labels and other relevant material callouts, and a plant schedule depicting plant quantities shown on that sheet.
 17. Prepare a general planting notes sheet that includes the Town's and Garver's general planting notes.
 18. Prepare a plant summary sheet indicating total quantities for plant materials, by type, in the project corridor. If space permits, this plant schedule may be located on the General Notes sheet.
 19. Prepare planting detail sheets(s) using standard planting details from the Town (if any) and Garver which depict proper installation of plant materials specified, by type (deciduous tree, evergreen tree, shrub, ornamental grasses, etc.)
 20. Prepare detail sheet(s) for ancillary landscape elements such as mow strips, edging, rock mulch, etc.
 21. Submit two sets of preliminary construction plans (11" x 17") and one PDF at 60% for Town staff review and comments. Also provide OPCC with 60% submittal.
 22. Submit preliminary ROW / Easement parcel legal and exhibit documents if needed based upon 60% design. The Town is expected to pay 100% of the cost per each of these preliminary documents since time and effort will be required to develop them, even if they do not go to a final sign document. We are scoping 10 ROW and 10 easement documents.
 23. Conduct Quality Assurance Review of design.
 24. Prepare and submit invoices with reports indicating work progress and any design issues that may arise.
 25. Maintain contact with the Town personnel during the project design.

C. PRELIMINARY DESIGN (90%)

1. Address 60% review comments
2. Add Quantity sheet(s)
3. Erosion Control Plan (The Stormwater Pollution Prevention Plan, NOI & NOT will be prepared by the Contractor and reviewed by the Town.)

4. Signing and pavement markings
5. Traffic Control plans
6. Town Standard Details and TxDOT Details
7. Conduct Quality Assurance Review of design
8. Prepare opinion of probable cost.
9. Submit two sets of preliminary construction plans (11" x 17") and PDF at 90% for Town staff review and comments.

D. FINAL DESIGN (100%)

1. Address 90% review comments
2. Provide signed and sealed plans and items for the bid book. Items include excel files of bid items quantities along with any project specific details and/or specifications that are not included in the NCTCOG specifications or TxDOT specifications. The Town will generate the Bid Book.
3. Submit two sets of final plans (11" x 17") and PDF along with OPCC.

Task 2 – Topographic & Boundary Survey.

- A. General scope of services and assumptions for topographic survey of Coleman Street within the project limits stated in section 1a and 1b of this document:
1. Approximately 6,800' of Coleman Street beginning north of Amberly Lane to East 7th Street.
 2. Proposed ROW width is 90 feet. Survey limits will extend approximately 20 feet beyond the proposed or existing ROW unless a fence is present.
 3. The survey limits include the existing street and other improvements on the east side of Coleman.
 4. Channel south of Dianna Drive will be surveyed 50 feet east and west of the existing or proposed ROW.
 5. Channel south of Gorgeous Road will be surveyed 50 feet east and west of the existing or proposed ROW.
 6. Two large storm sewer structures at existing retention pond will be surveyed.
 7. Intersecting streets will be surveyed 100 feet beyond the curb return.
 8. Survey in the railroad ROW is not included.
 9. Determination of railroad ROW is not included.
- B. A standard topographic survey will be performed within project limits.
- C. Surveyor will make a reasonable effort to request Texas811 to completely mark underground utilities within the new topographic survey limits. Garver does not accept responsibility for unresponsiveness by Texas811 or locating utilities not marked by Texas811. Notify Town of any non-responsive ticket requests.
- D. Surveyor will execute a ROW permit for the Town of Prosper to provide locate services on Town utility facilities within the project corridor.
- E. Surveyor will attempt to open any manhole covers that are functioning properly. Assistance may be required from the Town. Surveyor will contact the Town for this assistance. Flowlines will be surveyed if manhole lids can be opened.
- F. Top nut of the water valves will be surveyed within the project limits.
- G. Rectangular utility vaults, hand holes, etc will have at least 3 corners surveyed to determine size.
- H. Circular objects (drilled shafts, manholes, etc) will have the diameter measure and provided.
- I. Survey control will be set at each end of the project and at 500-foot intervals and outside the proposed construction area where possible and tied to Town of Prosper benchmarks.
- J. Survey control or ROW monuments other than iron rods or 'x' cuts in existing concrete will be provided as an additional service.

- K. Resetting disturbed control points for construction shall be an additional service.
- L. Obtain and review all pertinent plats and deeds, locate available boundary monuments in the field, plot deeds and plats, and set down the property boundaries and ROW in CAD.
- M. Proposed ROW and easement parcel exhibits and legal descriptions will be provided as needed. (Assumes 10 ROW documents max and 10 easement documents max)
- N. Title surveys for each parcel shall be provided by the Town if existing easements on unplatted properties must be located.

Task 3 – Subsurface Utility Engineering Services.

- A. Provide Level B SUE for the entire project corridor if the Town of Prosper agrees that it is needed. This item will only be used if the Town of Prosper agrees that the Texas811 locates didn't appear to get enough locates for construction. (Special Services)
- B. Provide Level A SUE at six (6) locations for the existing water line (assumes 8'-12' deep). SUE field services, other than surveying, will be provided by a subcontractor to the surveyor.

Task 4 - Geotechnical Services.

- A. Provide three (3) geotechnical boring samples (assumes 15 feet deep) between Gorgeous Road and Prosper Trail. Two borings will be located on the east side of Coleman in front of Reynolds Middle School and one boring will be located in the existing asphalt in the existing SB lane in front of USPS.
- B. Provide two (2) geotechnical boring samples (assumes 15 feet deep) between Prosper Trail and Talon Lane/Amberly Lane. These will be located approximately where the proposed southbound lanes will be constructed.
- C. The borings will be drilled and tested according to TxDOT requirements.
- D. Representative soil samples will be obtained by means of the split-barrel samplers in accordance with ASTM specifications D-1587 and D-1586, respectively.
- E. Groundwater levels will be measured during drilling and at the completion of each boring.
- F. Drilling equipment will be by truck-mounted drill rig with continuous flight augers.
- G. Geotechnical consultant will contact Texas811, the local "one call" service and Town of Prosper to confirm that the boring locations are not likely to be in conflict with underground public utilities. Gaver will not be responsible for utility repairs where utilities were not correctly marked by public or private agencies.
- H. Geotechnical consultant will execute a ROW permit for the Town of Prosper to provide locate services on Town utility facilities within the project corridor.
- I. Upon completion of subsurface exploration drilling, each excavation will be backfilled with the excavated soil and the pavement patched (if within existing paving limits). Some disturbance to off-pavement/gravel covered surface areas may occur. Attempts to minimize such disturbance will be made.
- J. Laboratory testing of representative soil samples will be performed to determine physical and engineering properties of the soil. The laboratory testing may include moisture content, Atterberg limits, gradation, unconfined compression tests, soluble sulfate and CUPP Triaxial tests.
- K. The results of the field and laboratory data will be evaluated to develop geotechnical recommendations and prepare an engineering report. The report will include the following items:
 - 1. Observations from site reconnaissance including current site conditions, surface drainage features, and surface topographic conditions.
 - 2. A review of the published soil and geologic conditions and their relevance to this planned roadway construction.
 - 3. A subsurface characterization and a description of the field exploration and laboratory tests performed. Groundwater concerns relative to the planned construction, if any, will be summarized.

4. Final logs of the soil borings and records of the field exploration in accordance with the standard practice of geotechnical engineers, and the results of the laboratory tests will be noted on the final boring logs or included on a separate test report sheet.
5. Soil parameters for use in the underground drainage design based on the soil borings.
6. Determination of adequacy for the Town of Prosper's paving recommendation for the Eagle Ford Formation.

Task 5 – Bid Phase Services – This scope assumes that project 2141-ST and 2142-ST will be bid at the same time. If the Town decides to bid these two projects separately, additional fee will be needed through a contract amendment.

- A. Provide Plans & Specifications to Town for Bidding (PDF & 2 Paper Copies 11x17)
- B. Attend Pre-Bid Meeting
- C. Addendums and Inquiries
- D. Prepare conformed Construction Plans (Front End Documents and Contract [i.e. Bid Book] to be provided by the Town)
- E. Provide CAD files to the Town's GIS department.
- F. Bid Tabulation to be completed by the Town

Task 6 – Construction Administration

- A. Attend Pre-Con Meeting
- B. Construction Site Visits – 2 visits
- C. Review of Contractor Submittals
- D. Coordination with the Town during construction for design changes for unforeseen field conditions

Task 7 – Record Drawings

- A. Incorporate Contractor's as-built markups
- B. Provide one PDF copy of each sheet of the record drawings, 1 complete PDF copy, and AutoCAD files.

ADDITIONAL SERVICES NOT INCLUDED IN TASK 1 THROUGH TASK 7 LISTED ABOVE:

- A. Street Illumination
- B. Paving recommendations beyond determining the adequacy of the Town's general requirements for the Eagle Ford Formation guidance.
- C. Bid Phase Services for bidding 2141-ST and 2142-ST separately
- D. Bid Tabulation
- E. Coordination or any design on Railroad ROW
- F. CLOMR, LOMR, and any other FEMA coordination
- G. Hydraulic design of the culvert crossing located approximately 225 linear feet south of Dianna Drive
- H. TDLR review, filing, and permitting/filing fees
- I. Franchise Utility coordination or conflicts; drawing in proposed new locations into CADD design plans.
- J. Waterline and Sanitary Sewer Design
- K. Detention Design
- L. Any wetland and stream permitting including any mitigation planning.
- M. Additional survey due to development that occurs after initial topographic survey has been completed.
- N. Design plan changes due to development that occurs after 60% plans have been completed.
- O. Design or standard drawing changes that occurs after 60% plans have been completed.
- P. Title surveys for each parcel shall be provided by the client if existing easements on unplatted properties must be located
- Q. Locating utilities not marked by Texas811 in areas of new survey under this scope.
- R. Drawing in existing franchise utility locations, other than provided by the Surveyor as marked by Texas811 for new survey under this scope.

- S. Opening Town manholes that are bolted shut
- T. Trench excavation safety plan.
- U. Gabion Design
- V. Material testing and sampling of existing structural elements
- W. Preparing retaining or sound wall details.
- X. Agency and utility coordination (e.g. BNSF, TxDOT, USACE, etc.).
- Y. On-site meetings or other meetings other than those listed above.
- Z. Site visits by geotechnical consultant other than initial site visit to confirm utility and proposed boring locations.
- AA. Public Meetings
- BB. Deed Research
- CC. Environmental investigation
- DD. Title searches, boundary surveys, or property surveys
- EE. Services in connection with condemnation hearings
- FF. Custom Pedestrian or Custom Traffic Rail Details.
- GG. Letter of Recommendation for Construction Contract
- HH. Traffic/Intersection Items pertaining to the Coleman Street at Prosper Trail Intersection:
 - a. No modification to signal phasing
 - b. No signal timing study and or timing plans will be made.
 - c. No modification to the existing traffic signal cabinet will be made.
 - d. Maintain existing ground boxes and conduit entering existing traffic signal cabinet (no new conduits will be installed).
 - e. No new communication (FO or cellular modem will be made).
 - g. No improvements or modifications to the existing traffic signal in NW corner.

III. DELIVERABLES

| | |
|--|---|
| Task 1 – Roadway and Drainage Design | Prepare 2 copies per concept- 36” wide roll plots in full color along with PDF copies Prepare 6 – 11 x 17 paper set of plans along with a PDF copies Provide an OPCC with all % submittals |
| Task 2 – Topographic survey | Provide survey CADD files; up to 10 ROW and 10 Easement documents (originals) |
| Task 3 – Subsurface Utility Engineering Services | Provide Level B SUE services throughout the project corridor upon the Town’s agreement; limited Level “A” SUE for existing waterline depth determination. |
| Task 4 – Geotechnical Services | PDF final geotechnical report |
| Task 5 – Bid Phase Services | Prepare 11x17 PDF set of Plans for Bidding and any other items such as excel files of bid items & quantities along with any project specific detail/specifications. The Town will generate the Bid Book PDF Conformed Construction Plans |
| Task 6 – Construction Administration | Attend meeting, review submittals, modify plans for unforeseen field conditions |
| Task 7 - Record Drawings | One (1) PDF copy of each sheet of the record drawings & CAD files |

**EXHIBIT B
COMPENSATION SCHEDULE
PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND GARVER, LLC
FOR THE COLEMAN STREET RECONSTRUCTION AND WIDENING PROJECT
PRJ # 2141-ST COLEMAN STREET RECONSTRUCTION AND WIDENING – FROM GORGEOUS ROAD TO
PROSPER TRAIL
PRJ # 2142-ST COLEMAN STREET WIDENING – FROM PROSPER TRAIL TO TALON LANE/AMBERLY LANE**

I. COMPENSATION SCHEDULE

| Task | Completion Schedule | Compensation Schedule |
|---|--------------------------------------|----------------------------------|
| Notice-to-Proceed | 2/2022 | |
| Task 1 - Roadway & Drainage Preliminary Design 30% | 9/2022 | \$208,410.00 |
| Assumes 3 weeks for Town Review | 10/2022 | |
| Roadway & Drainage Preliminary Design 60% | 2/2023 | \$221,876.00 |
| Assumes 4 weeks for Town Review | 3/2023 | |
| Roadway & Drainage Preliminary Design 90% | 6/2023 | \$175,688.00 |
| Assumes 3 weeks for Town Review | 7/2023 | |
| Task 1 - Roadway & Drainage Final Design | 9/2023 | \$75,204.00 |
| Assumes 2 weeks for Town Review | 10/2023 | |
| Task 2 – Topographic & Boundary Survey | 6/2022 | \$65,560.00 |
| Prepare ROW Docs. (Est 10 parcels at \$1,344 each) | 4/2023 | \$13,200.00 |
| Prepare Easement Docs. (Est 10 Esm't at \$1,100 each) | 4/2023 | \$11,000.00 |
| Set Property Corners (Est 10 parcels at \$330 each) | 4/2023 | \$3,300.00 |
| Additional Topo Survey (if needed) | 4/2023 | \$5,000.00 |
| Task 3 - Level B SUE (if needed) | 10/2022 | \$26,950.00 |
| Task 3 - Level A SUE (Apprx. 6 locates) (exist Utils to remain) | 4/2023 | \$8,910.00 |
| Task 4 – Geotechnical Services | 6/2022 | \$25,162.50 |
| Task 5 – Bid Phase Services | 12/2023 | \$8,335.00 |
| Task 6 – Construction Administration | 1.5 years | \$8,469.00 |
| Task 7 – Record Drawings | 2 weeks after contractor redlines | \$4,356.00 |
| Total Compensation | | \$861,420.50 |

II. COMPENSATION SUMMARY

| Basic Services (Lump Sum) | Amount |
|--|---------------------|
| Task 1 - Roadway & Drainage Preliminary Design | \$605,974.00 |
| Task 1 - Roadway & Drainage Final Design | \$75,204.00 |
| Task 2 – Topographic & Boundary Survey | \$65,560.00 |
| Task 4 - Geotechnical Services | \$25,162.50 |
| Task 6 – Bidding Phase Services | \$8,335.00 |
| Task 7 – Construction Administration | \$8,469.00 |
| Task 8 - Record Drawings | \$4,356.00 |
| Total Basic Services: | \$793,060.50 |

| Special Services | Amount |
|--|--------------------|
| Task 2 – Additional Topo Survey (Hourly NTE) | \$5,000.00 |
| Task 2 – Prepare ROW Docs (10 @ \$1,320/ea) | \$13,200.00 |
| Task 2 – Prepare ESMT Docs (10 @ \$1,100/ea) | \$11,000.00 |
| Task 2 – Set Property Corners (10 @ \$330/ea) | \$3,300.00 |
| Task 3 – Level B SUE (Lump Sum – if needed) | \$26,950.00 |
| Task 3 - Level A SUE (8'-12' Deep)(6 @ \$1,485/ea) | \$8,910.00 |
| Total Special Services: | \$68,360.00 |

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

EXHIBIT C INSURANCE REQUIREMENTS

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

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

B. MINIMUM LIMITS OF INSURANCE

Service Provider shall maintain throughout contract limits not less than:

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

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

D. OTHER INSURANCE PROVISIONS

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

1. General Liability and Automobile Liability Coverages

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

2. Workers Compensation and Employer's Liability Coverage:

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

3. All Coverages:

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

4. Professional Liability and / or Errors and Omissions:

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

E. ACCEPTABILITY OF INSURERS

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

F. VERIFICATION OF COVERAGE

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

Certificate holder to be listed as follows:

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

EXHIBIT E CONFLICT OF INTEREST QUESTIONNAIRE

| CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity | | FORM CIQ |
|---|---|--|
| <p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</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> | | OFFICE USE ONLY Date Received: |
| 1 Name of vendor who has a business relationship with local governmental entity. <div style="text-align: center;">N/A</div> | 2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.) | |
| 3 Name of local government officer about whom the information is being disclosed. <div style="text-align: center;">N/A</div> <div style="text-align: center; font-size: small;">Name of Officer</div> | | |
| 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. <div style="margin-top: 20px;"> <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> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <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> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> </div> | | |
| 5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more. | | |
| 6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1). | | |
| <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 60%;"> 7 <div style="text-align: center; margin-top: 10px;"> Signature of vendor doing business with the governmental entity </div> </div> <div style="width: 35%; text-align: center;"> 2/8/2022 Date </div> </div> | | |

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 11/30/2015

LOCATION MAP

Coleman Street

Gorgeous Road to Prosper Trail / Prosper Trail to Talon Lane





ENGINEERING SERVICES

To: Mayor and Town Council

From: Daniel Heischman, P.E., Assistant Director of Engineering Services

Through: Harlan Jefferson, Town Manager
Rebecca Zook, Executive Director of Development and Infrastructure Services

Re: Town Council Meeting – February 22, 2022

Agenda Item:

Consider and act upon approving the purchase and installation of furniture for the Engineering Services Department and Development Services Department, from Workspace Interiors by Office Depot, through the Omnia Partners Cooperative; and authorizing the Town Manager to execute the Proposal and Terms and Conditions of Purchase for same.

Description of Agenda Item:

On September 14, 2021, the Town Council approved an ordinance for the FY 2021-2022 Budget that included funding for additional positions in the Engineering Services Department. These positions included a Senior Engineer for Development, a Senior Engineer for Capital Projects, a CIP Facilitator, and a Construction Superintendent. During the workspace planning process, it was identified that the Planning/GIS Analyst would need to be relocated from the IT Department's office space on the third floor, to the Development Services Department on the second floor. Between the new engineering positions and relocated Planning/GIS Analyst position, the overall layout of workspace on the second floor was evaluated and it was decided to relocate the Code Compliance Division to the northwest corner of the second floor where it had always been contemplated to be positioned to accommodate for future staff growth.

This purchase for office equipment (furniture) is to accommodate the new engineering positions approved, as well as the relocation of the Planning/GIS Analyst and Code Compliance Division. A total cost of \$57,657.30 is required for the full furniture improvements. The new furniture will match the existing furniture in Town Hall that was previously selected by various members representing the departments in Town Hall.

Local governments are authorized by the Interlocal Cooperation Act, V.T.C.A. Government Code, Chapter 791, to enter into joint contracts and agreements for the performance of governmental functions and services, including administrative functions normally associated with the operation of government (such as purchasing necessary materials and equipment).

The Town of Prosper previously entered into an interlocal agreement with National IPA, now a part of the Omnia Partners Cooperative. Participation in the cooperative purchasing program allows our local government to purchase goods and services through the cooperative program, while satisfying all competitive bidding requirements.

Budget Impact:

The total cost of the furniture purchase and installation is \$57,657.30, and will be funded from the following Account Numbers:

- Development Services: 100-5220-40-01 (Office Equipment) = \$20,752.00
- Engineering Services: 100-5220-98-01 (Office Equipment) = \$36,905.30

Legal Obligations and Review:

Terrence Welch of Brown & Hofmeister, L.L.P., has previously reviewed the Terms and Conditions of Purchase from Office Depot, Inc., on prior purchase proposals, as to form and legality.

Attached Documents:

1. Proposal

Town Staff Recommendation:

Town staff recommends approving the purchase and installation of furniture for the Engineering Services Department and Development Services Department, from Workspace Interiors by Office Depot, through the Omnia Partners Cooperative; and authorizing the Town Manager to execute the Proposal and Terms and Conditions of Purchase for same.

Proposed Motion:

I move to approve the purchase and installation of furniture for the Engineering Services Department and Development Services Department, from Workspace Interiors by Office Depot, through the Omnia Partners Cooperative; and authorizing the Town Manager to execute the Proposal and Terms and Conditions of Purchase for same.

Date: 1/27/2022

Reference #: 559537

Town of Prosper

Dan Heischman

Brenda Reber
Business Development Manager
972.804.4808 ph
brenda.reber@workspaceinteriorsod.com

Prosper

TX

TOP 2ND FLR ENGINEERING RECONFIG

| Item | Qty | Product | Sell Price: | Unit | Extended |
|---|-----|--|-------------|----------------------------------|----------|
| 1 | 1 | ORDER NOTE: Omnia Contract Contract #R191812 | | \$0.00 | \$0.00 |
| 2 | 1 | ORDER NOTE: | | \$0.00 | \$0.00 |
| Development Services: Product + Installation = \$20,752 Engineering Services: Product + Installation = \$36,905.30 | | | | | |
| 3 | 3 | EVABB01 Binder Bin | | \$23.16 | \$69.48 |
| | | SF-Storage Paint Colors (Acc) | ~STD | Standard Paint Colors | |
| | | Standard Paint Colors (Acc) | SDT | Stone Dust (Textured Cappuccino) | |
| 4 | 6 | EVASS01R Slant Sorter, Right | | \$14.81 | \$88.86 |
| | | SF-Storage Paint Colors (Acc) | ~STD | Standard Paint Colors | |
| | | Standard Paint Colors (Acc) | SDT | Stone Dust (Textured Cappuccino) | |
| 5 | 1 | EVE8CP118 118" - Pass Thru Cable | | \$77.08 | \$77.08 |
| 6 | 1 | EVE8CP154 154" - Pass Thru Cable | | \$93.03 | \$93.03 |
| 7 | 3 | EVE8CP16 16" - Jumper Cable, Panel to Panel | | \$38.73 | \$116.19 |
| 8 | 1 | EVE8CP52 52" - Pass Thru Cable | | \$53.54 | \$53.54 |
| 9 | 1 | EVE8CP70 70" - Pass Thru Cable | | \$61.13 | \$61.13 |
| 10 | 1 | EVE8CP70 70" - Pass Thru Cable | | \$61.13 | \$61.13 |
| 11 | 1 | EVE8CP88 | | \$66.45 | \$66.45 |

Date: 1/27/2022
Reference #: 559537

Brenda Reber
Business Development Manager
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Town of Prosper
Dan Heischman

Prosper TX

TOP 2ND FLR ENGINEERING RECONFIG

| Item | Qty | Product | Sell Price: | Unit | Extended |
|------|-----|---|-------------|---------|----------|
| | | 88" - Pass Thru Cable | | | |
| 12 | 1 | EVE8CP88 88" - Pass Thru Cable | | \$66.45 | \$66.45 |
| 13 | 1 | EVE8CP94 94" - Pass Thru Cable | | \$68.35 | \$68.35 |
| 14 | 1 | EVE8PD24 24", Power Distribution Housing | | \$46.70 | \$46.70 |
| 15 | 1 | EVE8PD24 24", Power Distribution Housing | | \$46.70 | \$46.70 |
| 16 | 1 | EVE8PD36 36", Power Distribution Housing | | \$66.45 | \$66.45 |
| 17 | 3 | EVE8PD42 42", Power Distribution Housing | | \$67.59 | \$202.77 |
| 18 | 3 | EVE8PD42 42", Power Distribution Housing | | \$67.59 | \$202.77 |
| 19 | 3 | EVE8PD48 48", Power Distribution Housing | | \$73.28 | \$219.84 |
| 20 | 2 | EVE8RD1 #1 Utility Circuit, Duplex Receptacle, Black | | \$9.88 | \$19.76 |
| 21 | 5 | EVE8RD1WHT #1 Utility Circuit, Duplex Receptacle, White | | \$11.39 | \$56.95 |
| 22 | 2 | EVE8RD2 #2 Utility Circuit, Duplex Receptacle, Black | | \$9.88 | \$19.76 |
| 23 | 5 | EVE8RD2WHT #2 Utility Circuit, Duplex Receptacle, White | | \$11.39 | \$56.95 |
| 24 | 2 | EVE8RDA | | \$9.88 | \$19.76 |

Date: 1/27/2022
Reference #: 559537

Town of Prosper
Dan Heischman

Brenda Reber
Business Development Manager
972.804.4808 ph
brenda.reber@workspaceinteriorsod.com

Prosper TX

TOP 2ND FLR ENGINEERING RECONFIG

| Item | Qty | Product | Sell Price: | Unit | Extended |
|------|-----|--|-------------|----------|----------|
| | | A, Dedicated Circuit, Duplex Receptacle, Black | | | |
| 25 | 5 | EVE8RDAWHT A, Dedicated Circuit, Duplex Receptacle, White | | \$11.39 | \$56.95 |
| 26 | 3 | EVHCB2 Corner Brackets Left and Right (Pair) | | \$8.74 | \$26.22 |
| | | 20-Paint Colors ~STD Standard Paint Colors | | | |
| | | Standard Paint Colors SDT Stone Dust (Textured Cappuccino) | | | |
| 27 | 2 | EVHCL2 28"h x 1.5", Square Corner Leg w/ Leveler | | \$37.21 | \$74.42 |
| | | 20-Paint Colors ~STD Standard Paint Colors | | | |
| | | Standard Paint Colors SDT Stone Dust (Textured Cappuccino) | | | |
| 28 | 1 | EVHFB1 Flat bracket (Available in Black Only) | | \$5.70 | \$5.70 |
| 29 | 2 | EVHMEG24L 28"h x 23"d, Metal End Gable, Left, Does NOT Support Two Adjoining Worksurfaces, Includes Leveling Glide and Sleeve | | \$83.91 | \$167.82 |
| | | 20-Paint Colors ~STD Standard Paint Colors | | | |
| | | Standard Paint Colors SDT Stone Dust (Textured Cappuccino) | | | |
| 30 | 2 | EVHPL30 30"d x 6.75"w x 27.5"h, Princeton "O" Leg, Includes Leveling Glides, Use with Exact Depth Surfaces Only | | \$124.54 | \$249.08 |
| | | 20-Paint Colors (Metal) ~STD Standard Paint Colors | | | |
| | | Standard Paint Colors SDT Stone Dust (Textured Cappuccino) | | | |
| 31 | 2 | EVPCPA254 54"h, 2 Way Post, Includes Post, Hardware & Aluminum Trims | | \$74.04 | \$148.08 |
| | | 20-Paint Colors (Alum + Metal) ~STD Standard Paint Colors | | | |
| | | Standard Paint Options ~STD Connectors w/ Matching Inlines (Use w/ Matching Horizontal Reve | | | |
| | | nnectors w/ Matching Inlines (Use w/ Matching Horizontal Reveal) SDT Stone Dust w/ Stone Dust Inlines (Textured Cappuccino) | | | |
| 32 | 2 | EVPCPA366 66"h, 3 Way Post, Includes Post, Hardware & Aluminum Trims | | \$113.53 | \$227.06 |
| | | 20-Paint Colors (Alum + Metal) ~STD Standard Paint Colors | | | |
| | | Standard Paint Options ~STD Connectors w/ Matching Inlines (Use w/ Matching Horizontal Reve | | | |

Date: 1/27/2022
Reference #: 559537

Town of Prosper
Dan Heischman

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Prosper TX

TOP 2ND FLR ENGINEERING RECONFIG

| Item | Qty | Product | Sell Price: | Unit | Extended |
|------|-----|---|-------------|---|------------|
| | | nnectors w/ Matching Inlines (Use w/ Matching Horizontal Reveal) | SDT | Stone Dust w/ Stone Dust Inlines (Textured Cappuccino) | |
| 33 | 6 | EVPERA54 54"h, End of Run Post, Includes Post, Hardware & Aluminum Trim | | \$34.94 | \$209.64 |
| | | 20-Paint Colors (Alum + Metal) | ~STD | Standard Paint Colors | |
| | | Standard Paint Options | ~STD | Connectors w/ Matching Inlines (Use w/ Matching Horizontal Reve | |
| | | nnectors w/ Matching Inlines (Use w/ Matching Horizontal Reveal) | SDT | Stone Dust w/ Stone Dust Inlines (Textured Cappuccino) | |
| 34 | 1 | EVPERA66 66"h, End of Run Post, Includes Post, Hardware & Aluminum Trim | | \$38.73 | \$38.73 |
| | | 20-Paint Colors (Alum + Metal) | ~STD | Standard Paint Colors | |
| | | Standard Paint Options | ~STD | Connectors w/ Matching Inlines (Use w/ Matching Horizontal Reve | |
| | | nnectors w/ Matching Inlines (Use w/ Matching Horizontal Reveal) | SDT | Stone Dust w/ Stone Dust Inlines (Textured Cappuccino) | |
| 35 | 4 | EVPF1S6624M 66"h x 24"w, Slatwall Panel (12" SW), Single Sided | | \$264.64 | \$1,058.56 |
| | | 30-Panel Top Cap Removal Option | STR | (STD) Panel Top Cap | |
| | | 20-Frame Color (Panels) | ~STD | Standard Paint Options | |
| | | Standard Paint Options | ~STD | Panels w/ Matching Horizontal Reveal | |
| | | Panels w/ Matching Horizontal Reveal | SDT | Stone Dust (Textured Cappuccino) w/ Stone Dust Reveal | |
| | | 10-Panel Fabric Grade - Outside Position 1 | ~GR1 | Panel Grade 1 | |
| | | Grade 1 - Outside Position 1 | O1 | Outside Position 1 | |
| | | Fabric Grade 1 | ~PN | Pinpoint | |
| | | Pinpoint | PN12 | Delight | |
| | | Grade Options - Outside Position 2 | ~GR1 | Grade 1 Fabrics | |
| | | Grade 1 - Outside Position 2 | O2 | Outside Position 2 | |
| | | Fabric Grade 1 | COM | Grade 1/Customers Own Material | |
| | | | TOR | MOMENTUM, PACT, HARBOUR | |
| | | Grade Options - Outside Position 3 | ~GR1 | Grade 1 Fabrics | |
| | | Grade 1 - Outside Position 3 | O3 | Outside Position 3 | |
| | | Fabric Grade 1 | COM | Grade 1/Customers Own Material | |
| | | | TOR | MOMENTUM, PACT, HARBOUR | |
| | | Grade Options - Inside Position 1 | ~GR1 | Grade 1 Fabrics | |
| | | Grade 1 - Inside Position 1 | I1 | Inside Position 1 | |
| | | Fabric Grade 1 | ~PN | Pinpoint | |
| | | Pinpoint | PN12 | Delight | |
| | | Inside Position 2 (SW) | I2 | ST | |
| | | Grade Options - Inside Position 3 | ~GR1 | Grade 1 Fabrics | |
| | | Grade 1 - Inside Position 3 | I3 | Inside Position 3 | |

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Reference #: 559537

Town of Prosper
Dan Heischman

Brenda Reber
Business Development Manager
972.804.4808 ph
brenda.reber@workspaceinteriorsod.com

Prosper TX

TOP 2ND FLR ENGINEERING RECONFIG

| Item | Qty | Product | Sell Price: | Unit | Extended |
|------|-----|--|-------------|---|----------|
| | | Fabric Grade 1 | COM | Grade 1/Customers Own Material | |
| | | | TOR | MOMENTUM, PACT, HARBOUR | |
| 36 | 1 | EVPF1S6648M 66"h x 48"w, Slatwall Panel (12" SW), Single Sided | | \$440.81 | \$440.81 |
| | | 30-Panel Top Cap Removal Option | STR | (STD) Panel Top Cap | |
| | | 20-Frame Color (Panels) | ~STD | Standard Paint Options | |
| | | Standard Paint Options | ~STD | Panels w/ Matching Horizontal Reveal | |
| | | Panels w/ Matching Horizontal Reveal | SDT | Stone Dust (Textured Cappuccino) w/ Stone Dust Reveal | |
| | | 10-Panel Fabric Grade - Outside Position 1 | ~GR1 | Panel Grade 1 | |
| | | Grade 1 - Outside Position 1 | O1 | Outside Position 1 | |
| | | Fabric Grade 1 | ~PN | Pinpoint | |
| | | Pinpoint | PN12 | Delight | |
| | | Grade Options - Outside Position 2 | ~GR1 | Grade 1 Fabrics | |
| | | Grade 1 - Outside Position 2 | O2 | Outside Position 2 | |
| | | Fabric Grade 1 | COM | Grade 1/Customers Own Material | |
| | | | TOR | MOMENTUM, PACT, HARBOUR | |
| | | Grade Options - Outside Position 3 | ~GR1 | Grade 1 Fabrics | |
| | | Grade 1 - Outside Position 3 | O3 | Outside Position 3 | |
| | | Fabric Grade 1 | COM | Grade 1/Customers Own Material | |
| | | | TOR | MOMENTUM, PACT, HARBOUR | |
| | | Grade Options - Inside Position 1 | ~GR1 | Grade 1 Fabrics | |
| | | Grade 1 - Inside Position 1 | I1 | Inside Position 1 | |
| | | Fabric Grade 1 | ~PN | Pinpoint | |
| | | Pinpoint | PN12 | Delight | |
| | | Inside Position 2 (SW) | I2 | ST | |
| | | Grade Options - Inside Position 3 | ~GR1 | Grade 1 Fabrics | |
| | | Grade 1 - Inside Position 3 | I3 | Inside Position 3 | |
| | | Fabric Grade 1 | COM | Grade 1/Customers Own Material | |
| | | | TOR | MOMENTUM, PACT, HARBOUR | |
| 37 | 1 | EVPF1W6642 66"h x 42"w, Writeboard Panel, Single Sided | | \$344.00 | \$344.00 |
| | | 30-Panel Top Cap Removal Option | STR | (STD) Panel Top Cap | |
| | | 20-Frame Color (Panels) | ~STD | Standard Paint Options | |
| | | Standard Paint Options | ~STD | Panels w/ Matching Horizontal Reveal | |
| | | Panels w/ Matching Horizontal Reveal | SDT | Stone Dust (Textured Cappuccino) w/ Stone Dust Reveal | |
| | | 10-Panel Fabric Grade - Outside Position 1 | ~GR1 | Panel Grade 1 | |
| | | Grade 1 - Outside Position 1 | O1 | Outside Position 1 | |

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Town of Prosper
Dan Heischman

Brenda Reber
Business Development Manager
972.804.4808 ph
brenda.reber@workspaceinteriorsod.com

Prosper TX

TOP 2ND FLR ENGINEERING RECONFIG

| Item | Qty | Product | Sell Price: | Unit | Extended |
|------|-----|---|-------------|---|------------|
| | | Fabric Grade 1 | ~PN | Pinpoint | |
| | | Pinpoint | PN12 | Delight | |
| | | Grade Options - Outside Position 2 | ~GR1 | Grade 1 Fabrics | |
| | | Grade 1 - Outside Position 2 | O2 | Outside Position 2 | |
| | | Fabric Grade 1 | COM | Grade 1/Customers Own Material | |
| | | | TOR | MOMENTUM, PACT, HARBOUR | |
| | | Grade Options - Outside Position 3 | ~GR1 | Grade 1 Fabrics | |
| | | Grade 1 - Outside Position 3 | O3 | Outside Position 3 | |
| | | Fabric Grade 1 | COM | Grade 1/Customers Own Material | |
| | | | TOR | MOMENTUM, PACT, HARBOUR | |
| | | Grade Options - Inside Position 1 | ~GR1 | Grade 1 Fabrics | |
| | | Grade 1 - Inside Position 1 | I1 | Inside Position 1 | |
| | | Fabric Grade 1 | ~PN | Pinpoint | |
| | | Pinpoint | PN12 | Delight | |
| | | Grade Options - Inside Position 2 | ~GR1 | Grade 1 Fabrics | |
| | | Grade 1 - Inside Position 2 | I2 | Inside Position 2 | |
| | | Fabric Grade 1 | COM | Grade 1/Customers Own Material | |
| | | | TOR | MOMENTUM, PACT, HARBOUR | |
| | | Inside Position 3 (WB) | I3 | WB | |
| 38 | 3 | EVPF1W6648 | | \$384.25 | \$1,152.75 |
| | | 66"h x 48"w, Writeboard Panel, Single Sided | | | |
| | | 30-Panel Top Cap Removal Option | STR | (STD) Panel Top Cap | |
| | | 20-Frame Color (Panels) | ~STD | Standard Paint Options | |
| | | Standard Paint Options | ~STD | Panels w/ Matching Horizontal Reveal | |
| | | Panels w/ Matching Horizontal Reveal | SDT | Stone Dust (Textured Cappuccino) w/ Stone Dust Reveal | |
| | | 10-Panel Fabric Grade - Outside Position 1 | ~GR1 | Panel Grade 1 | |
| | | Grade 1 - Outside Position 1 | O1 | Outside Position 1 | |
| | | Fabric Grade 1 | ~PN | Pinpoint | |
| | | Pinpoint | PN12 | Delight | |
| | | Grade Options - Outside Position 2 | ~GR1 | Grade 1 Fabrics | |
| | | Grade 1 - Outside Position 2 | O2 | Outside Position 2 | |
| | | Fabric Grade 1 | COM | Grade 1/Customers Own Material | |
| | | | TOR | MOMENTUM, PACT, HARBOUR | |
| | | Grade Options - Outside Position 3 | ~GR1 | Grade 1 Fabrics | |
| | | Grade 1 - Outside Position 3 | O3 | Outside Position 3 | |
| | | Fabric Grade 1 | COM | Grade 1/Customers Own Material | |
| | | | TOR | MOMENTUM, PACT, HARBOUR | |
| | | Grade Options - Inside Position 1 | ~GR1 | Grade 1 Fabrics | |

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Town of Prosper
Dan Heischman

Brenda Reber
Business Development Manager
972.804.4808 ph
brenda.reber@workspaceinteriorsod.com

Prosper TX

TOP 2ND FLR ENGINEERING RECONFIG

| Item | Qty | Product | Sell Price: | Unit | Extended |
|------|-----|--|-------------|---|----------|
| | | Grade 1 - Inside Position 1 | I1 | Inside Position 1 | |
| | | Fabric Grade 1 | ~PN | Pinpoint | |
| | | Pinpoint | PN12 | Delight | |
| | | Grade Options - Inside Position 2 | ~GR1 | Grade 1 Fabrics | |
| | | Grade 1 - Inside Position 2 | I2 | Inside Position 2 | |
| | | Fabric Grade 1 | COM | Grade 1/Customers Own Material | |
| | | | TOR | MOMENTUM, PACT, HARBOUR | |
| | | Inside Position 3 (WB) | I3 | WB | |
| 39 | 1 | EVPF1W6654 | | \$427.15 | \$427.15 |
| | | 66"h x 54"w, Writeboard Panel, Single Sided | | | |
| | | 30-Panel Top Cap Removal Option | STR | (STD) Panel Top Cap | |
| | | 20-Frame Color (Panels) | ~STD | Standard Paint Options | |
| | | Standard Paint Options | ~STD | Panels w/ Matching Horizontal Reveal | |
| | | Panels w/ Matching Horizontal Reveal | SDT | Stone Dust (Textured Cappuccino) w/ Stone Dust Reveal | |
| | | 10-Panel Fabric Grade - Outside Position 1 | ~GR1 | Panel Grade 1 | |
| | | Grade 1 - Outside Position 1 | O1 | Outside Position 1 | |
| | | Fabric Grade 1 | ~PN | Pinpoint | |
| | | Pinpoint | PN12 | Delight | |
| | | Grade Options - Outside Position 2 | ~GR1 | Grade 1 Fabrics | |
| | | Grade 1 - Outside Position 2 | O2 | Outside Position 2 | |
| | | Fabric Grade 1 | COM | Grade 1/Customers Own Material | |
| | | | TOR | MOMENTUM, PACT, HARBOUR | |
| | | Grade Options - Outside Position 3 | ~GR1 | Grade 1 Fabrics | |
| | | Grade 1 - Outside Position 3 | O3 | Outside Position 3 | |
| | | Fabric Grade 1 | COM | Grade 1/Customers Own Material | |
| | | | TOR | MOMENTUM, PACT, HARBOUR | |
| | | Grade Options - Inside Position 1 | ~GR1 | Grade 1 Fabrics | |
| | | Grade 1 - Inside Position 1 | I1 | Inside Position 1 | |
| | | Fabric Grade 1 | ~PN | Pinpoint | |
| | | Pinpoint | PN12 | Delight | |
| | | Grade Options - Inside Position 2 | ~GR1 | Grade 1 Fabrics | |
| | | Grade 1 - Inside Position 2 | I2 | Inside Position 2 | |
| | | Fabric Grade 1 | COM | Grade 1/Customers Own Material | |
| | | | TOR | MOMENTUM, PACT, HARBOUR | |
| | | Inside Position 3 (WB) | I3 | WB | |
| 40 | 1 | EVPF2S6642M | | \$481.45 | \$481.45 |
| | | 66"h x 42"w, Slatwall Panel (12" SW), Double Sided | | | |

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Town of Prosper
Dan Heischman

Brenda Reber
Business Development Manager
972.804.4808 ph
brenda.reber@workspaceinteriorsod.com

Prosper TX

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| Item | Qty | Product | Sell Price: | Unit | Extended |
|------|-----|--|-------------|---|----------|
| | | 30-Panel Top Cap Removal Option | STR | (STD) Panel Top Cap | |
| | | 20-Frame Color (Panels) | ~STD | Standard Paint Options | |
| | | Standard Paint Options | ~STD | Panels w/ Matching Horizontal Reveal | |
| | | Panels w/ Matching Horizontal Reveal | SDT | Stone Dust (Textured Cappuccino) w/ Stone Dust Reveal | |
| | | 10-Panel Fabric Grade - Outside Position 1 | ~GR1 | Panel Grade 1 | |
| | | Grade 1 - Outside Position 1 | O1 | Outside Position 1 | |
| | | Fabric Grade 1 | ~PN | Pinpoint | |
| | | Pinpoint | PN12 | Delight | |
| | | Outside Position 2 (SW) | O2 | ST | |
| | | Grade Options - Outside Position 3 | ~GR1 | Grade 1 Fabrics | |
| | | Grade 1 - Outside Position 3 | O3 | Outside Position 3 | |
| | | Fabric Grade 1 | COM | Grade 1/Customers Own Material | |
| | | | TOR | MOMENTUM, PACT, HARBOUR | |
| | | Grade Options - Inside Position 1 | ~GR1 | Grade 1 Fabrics | |
| | | Grade 1 - Inside Position 1 | I1 | Inside Position 1 | |
| | | Fabric Grade 1 | ~PN | Pinpoint | |
| | | Pinpoint | PN12 | Delight | |
| | | Inside Position 2 (SW) | I2 | ST | |
| | | Grade Options - Inside Position 3 | ~GR1 | Grade 1 Fabrics | |
| | | Grade 1 - Inside Position 3 | I3 | Inside Position 3 | |
| | | Fabric Grade 1 | COM | Grade 1/Customers Own Material | |
| | | | TOR | MOMENTUM, PACT, HARBOUR | |
| 41 | 1 | EVPF2S6648 | | | \$555.49 |
| | | 66"h x 48"w, Slatwall Panel, Double Sided | | | \$555.49 |
| | | 30-Panel Top Cap Removal Option | STR | (STD) Panel Top Cap | |
| | | 20-Frame Color (Panels) | ~STD | Standard Paint Options | |
| | | Standard Paint Options | ~STD | Panels w/ Matching Horizontal Reveal | |
| | | Panels w/ Matching Horizontal Reveal | SDT | Stone Dust (Textured Cappuccino) w/ Stone Dust Reveal | |
| | | 10-Panel Fabric Grade - Outside Position 1 | ~GR1 | Panel Grade 1 | |
| | | Grade 1 - Outside Position 1 | O1 | Outside Position 1 | |
| | | Fabric Grade 1 | ~PN | Pinpoint | |
| | | Pinpoint | PN12 | Delight | |
| | | Grade Options - Outside Position 2 | ~GR1 | Grade 1 Fabrics | |
| | | Grade 1 - Outside Position 2 | O2 | Outside Position 2 | |
| | | Fabric Grade 1 | COM | Grade 1/Customers Own Material | |
| | | | TOR | MOMENTUM, PACT, HARBOUR | |
| | | Outside Position 3 (SW) | O3 | ST | |
| | | Grade Options - Inside Position 1 | ~GR1 | Grade 1 Fabrics | |

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Dan Heischman

Brenda Reber
Business Development Manager
972.804.4808 ph
brenda.reber@workspaceinteriorsod.com

Prosper TX

TOP 2ND FLR ENGINEERING RECONFIG

| Item | Qty | Product | Sell Price: | Unit | Extended |
|------|-----|--|-------------|---|----------|
| | | Grade 1 - Inside Position 1 | I1 | Inside Position 1 | |
| | | Fabric Grade 1 | ~PN | Pinpoint | |
| | | Pinpoint | PN12 | Delight | |
| | | Grade Options - Inside Position 2 | ~GR1 | Grade 1 Fabrics | |
| | | Grade 1 - Inside Position 2 | I2 | Inside Position 2 | |
| | | Fabric Grade 1 | COM | Grade 1/Customers Own Material | |
| | | | TOR | MOMENTUM, PACT, HARBOUR | |
| | | Inside Position 3 (SW) | I3 | ST | |
| 42 | 1 | EVPF2S6648M | | \$539.16 | \$539.16 |
| | | 66"h x 48"w, Slatwall Panel (12" SW), Double Sided | | | |
| | | 30-Panel Top Cap Removal Option | STR | (STD) Panel Top Cap | |
| | | 20-Frame Color (Panels) | ~STD | Standard Paint Options | |
| | | Standard Paint Options | ~STD | Panels w/ Matching Horizontal Reveal | |
| | | Panels w/ Matching Horizontal Reveal | SDT | Stone Dust (Textured Cappuccino) w/ Stone Dust Reveal | |
| | | 10-Panel Fabric Grade - Outside Position 1 | ~GR1 | Panel Grade 1 | |
| | | Grade 1 - Outside Position 1 | O1 | Outside Position 1 | |
| | | Fabric Grade 1 | ~PN | Pinpoint | |
| | | Pinpoint | PN12 | Delight | |
| | | Outside Position 2 (SW) | O2 | ST | |
| | | Grade Options - Outside Position 3 | ~GR1 | Grade 1 Fabrics | |
| | | Grade 1 - Outside Position 3 | O3 | Outside Position 3 | |
| | | Fabric Grade 1 | COM | Grade 1/Customers Own Material | |
| | | | TOR | MOMENTUM, PACT, HARBOUR | |
| | | Grade Options - Inside Position 1 | ~GR1 | Grade 1 Fabrics | |
| | | Grade 1 - Inside Position 1 | I1 | Inside Position 1 | |
| | | Fabric Grade 1 | ~PN | Pinpoint | |
| | | Pinpoint | PN12 | Delight | |
| | | Inside Position 2 (SW) | I2 | ST | |
| | | Grade Options - Inside Position 3 | ~GR1 | Grade 1 Fabrics | |
| | | Grade 1 - Inside Position 3 | I3 | Inside Position 3 | |
| | | Fabric Grade 1 | COM | Grade 1/Customers Own Material | |
| | | | TOR | MOMENTUM, PACT, HARBOUR | |
| 43 | 2 | EVPFA4224 | | \$119.23 | \$238.46 |
| | | 42"h x 24"w, Segmented Fabric Acoustic Panel | | | |
| | | 30-Panel Top Cap Removal Option | STR | (STD) Panel Top Cap | |
| | | 20-Frame Color (Panels) | ~STD | Standard Paint Options | |
| | | Standard Paint Options | ~STD | Panels w/ Matching Horizontal Reveal | |

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Town of Prosper
Dan Heischman

Brenda Reber
Business Development Manager
972.804.4808 ph
brenda.reber@workspaceinteriorsod.com

Prosper TX

TOP 2ND FLR ENGINEERING RECONFIG

| Item | Qty | Product | | Sell Price: | Unit | Extended |
|------|-----|--|------|---|----------|----------|
| | | Panels w/ Matching Horizontal Reveal | SDT | Stone Dust (Textured Cappuccino) w/ Stone Dust Reveal | | |
| | | 10-Panel Fabric Grade - Outside Position 1 | ~GR1 | Panel Grade 1 | | |
| | | Grade 1 - Outside Position 1 | O1 | Outside Position 1 | | |
| | | Fabric Grade 1 | ~PN | Pinpoint | | |
| | | Pinpoint | PN12 | Delight | | |
| | | Grade Options - Outside Position 2 | ~GR1 | Grade 1 Fabrics | | |
| | | Grade 1 - Outside Position 2 | O2 | Outside Position 2 | | |
| | | Fabric Grade 1 | COM | Grade 1/Customers Own Material | | |
| | | | TOR | MOMENTUM, PACT, HARBOUR | | |
| | | Grade Options - Inside Position 1 | ~GR1 | Grade 1 Fabrics | | |
| | | Grade 1 - Inside Position 1 | I1 | Inside Position 1 | | |
| | | Fabric Grade 1 | ~PN | Pinpoint | | |
| | | Pinpoint | PN12 | Delight | | |
| | | Grade Options - Inside Position 2 | ~GR1 | Grade 1 Fabrics | | |
| | | Grade 1 - Inside Position 2 | I2 | Inside Position 2 | | |
| | | Fabric Grade 1 | COM | Grade 1/Customers Own Material | | |
| | | | TOR | MOMENTUM, PACT, HARBOUR | | |
| 44 | 2 | EVPFA4242 | | | \$169.73 | \$339.46 |
| | | 42"h x 42"w, Segmented Fabric Acoustic Panel | | | | |
| | | 30-Panel Top Cap Removal Option | STR | (STD) Panel Top Cap | | |
| | | 20-Frame Color (Panels) | ~STD | Standard Paint Options | | |
| | | Standard Paint Options | ~STD | Panels w/ Matching Horizontal Reveal | | |
| | | Panels w/ Matching Horizontal Reveal | SDT | Stone Dust (Textured Cappuccino) w/ Stone Dust Reveal | | |
| | | 10-Panel Fabric Grade - Outside Position 1 | ~GR1 | Panel Grade 1 | | |
| | | Grade 1 - Outside Position 1 | O1 | Outside Position 1 | | |
| | | Fabric Grade 1 | ~PN | Pinpoint | | |
| | | Pinpoint | PN12 | Delight | | |
| | | Grade Options - Outside Position 2 | ~GR1 | Grade 1 Fabrics | | |
| | | Grade 1 - Outside Position 2 | O2 | Outside Position 2 | | |
| | | Fabric Grade 1 | COM | Grade 1/Customers Own Material | | |
| | | | TOR | MOMENTUM, PACT, HARBOUR | | |
| | | Grade Options - Inside Position 1 | ~GR1 | Grade 1 Fabrics | | |
| | | Grade 1 - Inside Position 1 | I1 | Inside Position 1 | | |
| | | Fabric Grade 1 | ~PN | Pinpoint | | |
| | | Pinpoint | PN12 | Delight | | |
| | | Grade Options - Inside Position 2 | ~GR1 | Grade 1 Fabrics | | |
| | | Grade 1 - Inside Position 2 | I2 | Inside Position 2 | | |
| | | Fabric Grade 1 | COM | Grade 1/Customers Own Material | | |

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Town of Prosper
Dan Heischman

Brenda Reber
Business Development Manager
972.804.4808 ph
brenda.reber@workspaceinteriorsod.com

Prosper TX

TOP 2ND FLR ENGINEERING RECONFIG

| Item | Qty | Product | | Sell Price: | Unit | Extended |
|------|-----|--|------|---|----------|----------|
| | | | TOR | MOMENTUM, PACT, HARBOUR | | |
| 45 | 2 | EVPFA4248 42"h x 48"w, Segmented Fabric Acoustic Panel | | | \$182.25 | \$364.50 |
| | | 30-Panel Top Cap Removal Option | STR | (STD) Panel Top Cap | | |
| | | 20-Frame Color (Panels) | ~STD | Standard Paint Options | | |
| | | Standard Paint Options | ~STD | Panels w/ Matching Horizontal Reveal | | |
| | | Panels w/ Matching Horizontal Reveal | SDT | Stone Dust (Textured Cappuccino) w/ Stone Dust Reveal | | |
| | | 10-Panel Fabric Grade - Outside Position 1 | ~GR1 | Panel Grade 1 | | |
| | | Grade 1 - Outside Position 1 | O1 | Outside Position 1 | | |
| | | Fabric Grade 1 | ~PN | Pinpoint | | |
| | | Pinpoint | PN12 | Delight | | |
| | | Grade Options - Outside Position 2 | ~GR1 | Grade 1 Fabrics | | |
| | | Grade 1 - Outside Position 2 | O2 | Outside Position 2 | | |
| | | Fabric Grade 1 | COM | Grade 1/Customers Own Material | | |
| | | | TOR | MOMENTUM, PACT, HARBOUR | | |
| | | Grade Options - Inside Position 1 | ~GR1 | Grade 1 Fabrics | | |
| | | Grade 1 - Inside Position 1 | I1 | Inside Position 1 | | |
| | | Fabric Grade 1 | ~PN | Pinpoint | | |
| | | Pinpoint | PN12 | Delight | | |
| | | Grade Options - Inside Position 2 | ~GR1 | Grade 1 Fabrics | | |
| | | Grade 1 - Inside Position 2 | I2 | Inside Position 2 | | |
| | | Fabric Grade 1 | COM | Grade 1/Customers Own Material | | |
| | | | TOR | MOMENTUM, PACT, HARBOUR | | |
| 46 | 5 | EVPFA6630 66"h x 30"w, Segmented Fabric Acoustic Panel | | | \$181.49 | \$907.45 |
| | | 30-Panel Top Cap Removal Option | STR | (STD) Panel Top Cap | | |
| | | 20-Frame Color (Panels) | ~STD | Standard Paint Options | | |
| | | Standard Paint Options | ~STD | Panels w/ Matching Horizontal Reveal | | |
| | | Panels w/ Matching Horizontal Reveal | SDT | Stone Dust (Textured Cappuccino) w/ Stone Dust Reveal | | |
| | | 10-Panel Fabric Grade - Outside Position 1 | ~GR1 | Panel Grade 1 | | |
| | | Grade 1 - Outside Position 1 | O1 | Outside Position 1 | | |
| | | Fabric Grade 1 | ~PN | Pinpoint | | |
| | | Pinpoint | PN12 | Delight | | |
| | | Grade Options - Outside Position 2 | ~GR1 | Grade 1 Fabrics | | |
| | | Grade 1 - Outside Position 2 | O2 | Outside Position 2 | | |
| | | Fabric Grade 1 | COM | Grade 1/Customers Own Material | | |
| | | | TOR | MOMENTUM, PACT, HARBOUR | | |

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Town of Prosper
Dan Heischman

Brenda Reber
Business Development Manager
972.804.4808 ph
brenda.reber@workspaceinteriorsod.com

Prosper TX

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| Item | Qty | Product | | Sell Price: | Unit | Extended |
|------|-----|--|------|---|----------|------------|
| | | Grade Options - Outside Position 3 | ~GR1 | Grade 1 Fabrics | | |
| | | Grade 1 - Outside Position 3 | O3 | Outside Position 3 | | |
| | | Fabric Grade 1 | COM | Grade 1/Customers Own Material | | |
| | | | TOR | MOMENTUM, PACT, HARBOUR | | |
| | | Grade Options - Inside Position 1 | ~GR1 | Grade 1 Fabrics | | |
| | | Grade 1 - Inside Position 1 | I1 | Inside Position 1 | | |
| | | Fabric Grade 1 | ~PN | Pinpoint | | |
| | | Pinpoint | PN12 | Delight | | |
| | | Grade Options - Inside Position 2 | ~GR1 | Grade 1 Fabrics | | |
| | | Grade 1 - Inside Position 2 | I2 | Inside Position 2 | | |
| | | Fabric Grade 1 | COM | Grade 1/Customers Own Material | | |
| | | | TOR | MOMENTUM, PACT, HARBOUR | | |
| | | Grade Options - Inside Position 3 | ~GR1 | Grade 1 Fabrics | | |
| | | Grade 1 - Inside Position 3 | I3 | Inside Position 3 | | |
| | | Fabric Grade 1 | COM | Grade 1/Customers Own Material | | |
| | | | TOR | MOMENTUM, PACT, HARBOUR | | |
| 47 | 8 | EVPFA6642 | | | \$239.59 | \$1,916.72 |
| | | 66"h x 42"w, Segmented Fabric Acoustic Panel | | | | |
| | | 30-Panel Top Cap Removal Option | STR | (STD) Panel Top Cap | | |
| | | 20-Frame Color (Panels) | ~STD | Standard Paint Options | | |
| | | Standard Paint Options | ~STD | Panels w/ Matching Horizontal Reveal | | |
| | | Panels w/ Matching Horizontal Reveal | SDT | Stone Dust (Textured Cappuccino) w/ Stone Dust Reveal | | |
| | | 10-Panel Fabric Grade - Outside Position 1 | ~GR1 | Panel Grade 1 | | |
| | | Grade 1 - Outside Position 1 | O1 | Outside Position 1 | | |
| | | Fabric Grade 1 | ~PN | Pinpoint | | |
| | | Pinpoint | PN12 | Delight | | |
| | | Grade Options - Outside Position 2 | ~GR1 | Grade 1 Fabrics | | |
| | | Grade 1 - Outside Position 2 | O2 | Outside Position 2 | | |
| | | Fabric Grade 1 | COM | Grade 1/Customers Own Material | | |
| | | | TOR | MOMENTUM, PACT, HARBOUR | | |
| | | Grade Options - Outside Position 3 | ~GR1 | Grade 1 Fabrics | | |
| | | Grade 1 - Outside Position 3 | O3 | Outside Position 3 | | |
| | | Fabric Grade 1 | COM | Grade 1/Customers Own Material | | |
| | | | TOR | MOMENTUM, PACT, HARBOUR | | |
| | | Grade Options - Inside Position 1 | ~GR1 | Grade 1 Fabrics | | |
| | | Grade 1 - Inside Position 1 | I1 | Inside Position 1 | | |
| | | Fabric Grade 1 | ~PN | Pinpoint | | |
| | | Pinpoint | PN12 | Delight | | |

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Town of Prosper
Dan Heischman

Brenda Reber
Business Development Manager
972.804.4808 ph
brenda.reber@workspaceinteriorsod.com

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| Item | Qty | Product | Sell Price: | Unit | Extended |
|------|-----|--|-------------|---|----------|
| | | Grade Options - Inside Position 2 | ~GR1 | Grade 1 Fabrics | |
| | | Grade 1 - Inside Position 2 | I2 | Inside Position 2 | |
| | | Fabric Grade 1 | COM | Grade 1/Customers Own Material | |
| | | | TOR | MOMENTUM, PACT, HARBOUR | |
| | | Grade Options - Inside Position 3 | ~GR1 | Grade 1 Fabrics | |
| | | Grade 1 - Inside Position 3 | I3 | Inside Position 3 | |
| | | Fabric Grade 1 | COM | Grade 1/Customers Own Material | |
| | | | TOR | MOMENTUM, PACT, HARBOUR | |
| 48 | 4 | EVPFP5424 | | \$150.74 | \$602.96 |
| | | 54"h x 24"w, Segmented Premium Fabric Acoustic Panel | | | |
| | | 30-Panel Top Cap Removal Option | STR | (STD) Panel Top Cap | |
| | | 20-Frame Color (Panels) | ~STD | Standard Paint Options | |
| | | Standard Paint Options | ~STD | Panels w/ Matching Horizontal Reveal | |
| | | Panels w/ Matching Horizontal Reveal | SDT | Stone Dust (Textured Cappuccino) w/ Stone Dust Reveal | |
| | | 10-Panel Fabric Grade - Outside Position 1 | ~GR1 | Panel Grade 1 | |
| | | Grade 1 - Outside Position 1 | O1 | Outside Position 1 | |
| | | Fabric Grade 1 | ~PN | Pinpoint | |
| | | Pinpoint | PN12 | Delight | |
| | | Grade Options - Outside Position 2 | ~GR1 | Grade 1 Fabrics | |
| | | Grade 1 - Outside Position 2 | O2 | Outside Position 2 | |
| | | Fabric Grade 1 | COM | Grade 1/Customers Own Material | |
| | | | TOR | MOMENTUM, PACT, HARBOUR | |
| | | Grade Options - Outside Position 3 | ~GR1 | Grade 1 Fabrics | |
| | | Grade 1 - Outside Position 3 | O3 | Outside Position 3 | |
| | | Fabric Grade 1 | COM | Grade 1/Customers Own Material | |
| | | | TOR | MOMENTUM, PACT, HARBOUR | |
| | | Grade Options - Inside Position 1 | ~GR1 | Grade 1 Fabrics | |
| | | Grade 1 - Inside Position 1 | I1 | Inside Position 1 | |
| | | Fabric Grade 1 | ~PN | Pinpoint | |
| | | Pinpoint | PN12 | Delight | |
| | | Grade Options - Inside Position 2 | ~GR1 | Grade 1 Fabrics | |
| | | Grade 1 - Inside Position 2 | I2 | Inside Position 2 | |
| | | Fabric Grade 1 | COM | Grade 1/Customers Own Material | |
| | | | TOR | MOMENTUM, PACT, HARBOUR | |
| | | Grade Options - Inside Position 3 | ~GR1 | Grade 1 Fabrics | |
| | | Grade 1 - Inside Position 3 | I3 | Inside Position 3 | |
| | | Fabric Grade 1 | COM | Grade 1/Customers Own Material | |
| | | | TOR | MOMENTUM, PACT, HARBOUR | |

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Town of Prosper
Dan Heischman

Brenda Reber
Business Development Manager
972.804.4808 ph
brenda.reber@workspaceinteriorsod.com

Prosper TX

TOP 2ND FLR ENGINEERING RECONFIG

| Item | Qty | Product | Sell Price: | Unit | Extended |
|------|-----|--|-------------|---|------------|
| 49 | 2 | EVPFP5430 54"h x 30"w, Segmented Premium Fabric Acoustic Panel | | \$165.93 | \$331.86 |
| | | 30-Panel Top Cap Removal Option | STR | (STD) Panel Top Cap | |
| | | 20-Frame Color (Panels) | ~STD | Standard Paint Options | |
| | | Standard Paint Options | ~STD | Panels w/ Matching Horizontal Reveal | |
| | | Panels w/ Matching Horizontal Reveal | SDT | Stone Dust (Textured Cappuccino) w/ Stone Dust Reveal | |
| | | 10-Panel Fabric Grade - Outside Position 1 | ~GR1 | Panel Grade 1 | |
| | | Grade 1 - Outside Position 1 | O1 | Outside Position 1 | |
| | | Fabric Grade 1 | ~PN | Pinpoint | |
| | | Pinpoint | PN12 | Delight | |
| | | Grade Options - Outside Position 2 | ~GR1 | Grade 1 Fabrics | |
| | | Grade 1 - Outside Position 2 | O2 | Outside Position 2 | |
| | | Fabric Grade 1 | COM | Grade 1/Customers Own Material | |
| | | | TOR | MOMENTUM, PACT, HARBOUR | |
| | | Grade Options - Outside Position 3 | ~GR1 | Grade 1 Fabrics | |
| | | Grade 1 - Outside Position 3 | O3 | Outside Position 3 | |
| | | Fabric Grade 1 | COM | Grade 1/Customers Own Material | |
| | | | TOR | MOMENTUM, PACT, HARBOUR | |
| | | Grade Options - Inside Position 1 | ~GR1 | Grade 1 Fabrics | |
| | | Grade 1 - Inside Position 1 | I1 | Inside Position 1 | |
| | | Fabric Grade 1 | ~PN | Pinpoint | |
| | | Pinpoint | PN12 | Delight | |
| | | Grade Options - Inside Position 2 | ~GR1 | Grade 1 Fabrics | |
| | | Grade 1 - Inside Position 2 | I2 | Inside Position 2 | |
| | | Fabric Grade 1 | COM | Grade 1/Customers Own Material | |
| | | | TOR | MOMENTUM, PACT, HARBOUR | |
| | | Grade Options - Inside Position 3 | ~GR1 | Grade 1 Fabrics | |
| | | Grade 1 - Inside Position 3 | I3 | Inside Position 3 | |
| | | Fabric Grade 1 | COM | Grade 1/Customers Own Material | |
| | | | TOR | MOMENTUM, PACT, HARBOUR | |
| 50 | 6 | EVPFP5442 54"h x 42"w, Segmented Premium Fabric Acoustic Panel | | \$220.98 | \$1,325.88 |
| | | 30-Panel Top Cap Removal Option | STR | (STD) Panel Top Cap | |
| | | 20-Frame Color (Panels) | ~STD | Standard Paint Options | |
| | | Standard Paint Options | ~STD | Panels w/ Matching Horizontal Reveal | |
| | | Panels w/ Matching Horizontal Reveal | SDT | Stone Dust (Textured Cappuccino) w/ Stone Dust Reveal | |
| | | 10-Panel Fabric Grade - Outside Position 1 | ~GR1 | Panel Grade 1 | |

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Town of Prosper
Dan Heischman

Brenda Reber
Business Development Manager
972.804.4808 ph
brenda.reber@workspaceinteriorsod.com

Prosper TX

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| Item | Qty | Product | Sell Price: | Unit | Extended |
|------|-----|---|-------------|---|----------|
| | | Grade 1 - Outside Position 1 | O1 | Outside Position 1 | |
| | | Fabric Grade 1 | ~PN | Pinpoint | |
| | | Pinpoint | PN12 | Delight | |
| | | Grade Options - Outside Position 2 | ~GR1 | Grade 1 Fabrics | |
| | | Grade 1 - Outside Position 2 | O2 | Outside Position 2 | |
| | | Fabric Grade 1 | COM | Grade 1/Customers Own Material | |
| | | | TOR | MOMENTUM, PACT, HARBOUR | |
| | | Grade Options - Outside Position 3 | ~GR1 | Grade 1 Fabrics | |
| | | Grade 1 - Outside Position 3 | O3 | Outside Position 3 | |
| | | Fabric Grade 1 | COM | Grade 1/Customers Own Material | |
| | | | TOR | MOMENTUM, PACT, HARBOUR | |
| | | Grade Options - Inside Position 1 | ~GR1 | Grade 1 Fabrics | |
| | | Grade 1 - Inside Position 1 | I1 | Inside Position 1 | |
| | | Fabric Grade 1 | ~PN | Pinpoint | |
| | | Pinpoint | PN12 | Delight | |
| | | Grade Options - Inside Position 2 | ~GR1 | Grade 1 Fabrics | |
| | | Grade 1 - Inside Position 2 | I2 | Inside Position 2 | |
| | | Fabric Grade 1 | COM | Grade 1/Customers Own Material | |
| | | | TOR | MOMENTUM, PACT, HARBOUR | |
| | | Grade Options - Inside Position 3 | ~GR1 | Grade 1 Fabrics | |
| | | Grade 1 - Inside Position 3 | I3 | Inside Position 3 | |
| | | Fabric Grade 1 | COM | Grade 1/Customers Own Material | |
| | | | TOR | MOMENTUM, PACT, HARBOUR | |
| 51 | 2 | EVPI42 | | | |
| | | 42"h, Inline Panel Connector, Includes Post & Hardware, No Trim | | | |
| | | 20-Paint Colors (Inline Connectors) | ~STD | Standard Paint Options | |
| | | Standard Paint Options | ~STD | Inline Connectors (Use w/ Matching Horizontal Reveal) | |
| | | Inline Connectors (Use w/ Matching Horizontal Reveal) | SDT | Stone Dust Inline (Use w/ Matching Horizontal Reveal) (Textured (| |
| 52 | 1 | EVPI54 | | | |
| | | 54"h, Inline Panel Connector, Includes Post & Hardware, No Trim | | | |
| | | 20-Paint Colors (Inline Connectors) | ~STD | Standard Paint Options | |
| | | Standard Paint Options | ~STD | Inline Connectors (Use w/ Matching Horizontal Reveal) | |
| | | Inline Connectors (Use w/ Matching Horizontal Reveal) | SDT | Stone Dust Inline (Use w/ Matching Horizontal Reveal) (Textured (| |
| 53 | 1 | EVPI54 | | | |
| | | 54"h, Inline Panel Connector, Includes Post & Hardware, No Trim | | | |
| | | 20-Paint Colors (Inline Connectors) | ~STD | Standard Paint Options | |

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Town of Prosper
Dan Heischman

Brenda Reber
Business Development Manager
972.804.4808 ph
brenda.reber@workspaceinteriorsod.com

Prosper TX

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| Item | Qty | Product | Sell Price: | Unit | Extended |
|------|-----|--|-------------|---|----------|
| | | Standard Paint Options | ~STD | Inline Connectors (Use w/ Matching Horizontal Reveal) | |
| | | Inline Connectors (Use w/ Matching Horizontal Reveal) | SDT | Stone Dust Inline (Use w/ Matching Horizontal Reveal) (Textured (| |
| 54 | 2 | EVPI66 66"h, Inline Panel Connector, Includes Post & Hardware, No Trim | | \$28.86 | \$57.72 |
| | | 20-Paint Colors (Inline Connectors) | ~STD | Standard Paint Options | |
| | | Standard Paint Options | ~STD | Inline Connectors (Use w/ Matching Horizontal Reveal) | |
| | | Inline Connectors (Use w/ Matching Horizontal Reveal) | SDT | Stone Dust Inline (Use w/ Matching Horizontal Reveal) (Textured (| |
| 55 | 4 | EVMP24GIP 12"h x 24"w, Panel Mount Privacy Glass, Integrated Channel Extrusion with Aluminum Top Trim for Square Glass | | \$102.14 | \$408.56 |
| | | 20-Paint Colors | ~STD | Standard Paint Colors | |
| | | Standard Paint Colors | SDT | Stone Dust (Textured Cappuccino) | |
| | | 54-Privacy Glazing | ~I1 | Privacy Glazing Option | |
| | | Privacy Glazing | FRST | Frosted | |
| 56 | 1 | EVMP30GIP 12"h x 30"w, Panel Mount Privacy Glass, Integrated Channel Extrusion with Aluminum Top Trim for Square Glass | | \$104.04 | \$104.04 |
| | | 20-Paint Colors | ~STD | Standard Paint Colors | |
| | | Standard Paint Colors | SDT | Stone Dust (Textured Cappuccino) | |
| | | 54-Privacy Glazing | ~I1 | Privacy Glazing Option | |
| | | Privacy Glazing | FRST | Frosted | |
| 57 | 1 | EVMP30GIP 12"h x 30"w, Panel Mount Privacy Glass, Integrated Channel Extrusion with Aluminum Top Trim for Square Glass | | \$104.04 | \$104.04 |
| | | 20-Paint Colors | ~STD | Standard Paint Colors | |
| | | Standard Paint Colors | SDT | Stone Dust (Textured Cappuccino) | |
| | | 54-Privacy Glazing | ~I1 | Privacy Glazing Option | |
| | | Privacy Glazing | FRST | Frosted | |
| 58 | 4 | EVMP42GIP 12"h x 42"w, Panel Mount Privacy Glass, Integrated Channel Extrusion with Aluminum Top Trim for Square Glass | | \$116.95 | \$467.80 |
| | | 20-Paint Colors | ~STD | Standard Paint Colors | |
| | | Standard Paint Colors | SDT | Stone Dust (Textured Cappuccino) | |
| | | 54-Privacy Glazing | ~I1 | Privacy Glazing Option | |
| | | Privacy Glazing | FRST | Frosted | |
| 59 | 2 | EVMPN42GIP 12"h x 42"w, Single Notched Panel Mount Privacy Glass, Integrated Channel Extrusion with Aluminum Top Trim for Square Glass | | \$116.95 | \$233.90 |

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Town of Prosper
Dan Heischman

Brenda Reber
Business Development Manager
972.804.4808 ph
brenda.reber@workspaceinteriorsod.com

Prosper TX

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| Item | Qty | Product | Sell Price: | Unit | Extended |
|------|-----|--|-------------|---|----------|
| | | 20-Paint Colors | ~STD | Standard Paint Colors | |
| | | Standard Paint Colors | SDT | Stone Dust (Textured Cappuccino) | |
| | | 54-Privacy Glazing | ~I1 | Privacy Glazing Option | |
| | | Privacy Glazing (43) | FRST | Frosted | |
| 60 | 2 | EVPVC54 | | \$26.96 | \$53.92 |
| | | 54"h, Inline Variable Height Panel Connector, Includes Post & Hardware, No Trim | | | |
| | | 20-Paint Colors (Inline Connectors) | ~STD | Standard Paint Options | |
| | | Standard Paint Options | ~STD | Inline Connectors (Use w/ Matching Horizontal Reveal) | |
| | | Inline Connectors (Use w/ Matching Horizontal Reveal) | SDT | Stone Dust Inline (Use w/ Matching Horizontal Reveal) (Textured (| |
| 61 | 2 | EVPVPA266-56 | | \$87.33 | \$174.66 |
| | | 66"h, Pos.1 54", 2 66", Base Raceway, 2 Way Variable Height Post, Aluminum Trim | | | |
| | | 20-Paint Colors (Alum + Metal) | ~STD | Standard Paint Colors | |
| | | Standard Paint Options | ~STD | Connectors w/ Matching Inlines (Use w/ Matching Horizontal Reve | |
| | | nnectors w/ Matching Inlines (Use w/ Matching Horizontal Reveal) | SDT | Stone Dust w/ Stone Dust Inlines (Textured Cappuccino) | |
| 62 | 1 | EVPVPA266-56 | | \$87.33 | \$87.33 |
| | | 66"h, Pos.1 54", 2 66", Base Raceway, 2 Way Variable Height Post, Aluminum Trim | | | |
| | | 20-Paint Colors (Alum + Metal) | ~STD | Standard Paint Colors | |
| | | Standard Paint Options | ~STD | Connectors w/ Matching Inlines (Use w/ Matching Horizontal Reve | |
| | | nnectors w/ Matching Inlines (Use w/ Matching Horizontal Reveal) | SDT | Stone Dust w/ Stone Dust Inlines (Textured Cappuccino) | |
| 63 | 1 | EVPVPA266-56 | | \$87.33 | \$87.33 |
| | | 66"h, Pos.1 54", 2 66", Base Raceway, 2 Way Variable Height Post, Aluminum Trim | | | |
| | | 20-Paint Colors (Alum + Metal) | ~STD | Standard Paint Colors | |
| | | Standard Paint Options | ~STD | Connectors w/ Matching Inlines (Use w/ Matching Horizontal Reve | |
| | | nnectors w/ Matching Inlines (Use w/ Matching Horizontal Reveal) | SDT | Stone Dust w/ Stone Dust Inlines (Textured Cappuccino) | |
| 64 | 1 | EVPVPA266-65 | | \$87.33 | \$87.33 |
| | | 66"h, Pos.1 66", 2 54", Base Raceway, 2 Way Variable Height Post, Aluminum Trim | | | |
| | | 20-Paint Colors (Alum + Metal) | ~STD | Standard Paint Colors | |
| | | Standard Paint Options | ~STD | Connectors w/ Matching Inlines (Use w/ Matching Horizontal Reve | |
| | | nnectors w/ Matching Inlines (Use w/ Matching Horizontal Reveal) | SDT | Stone Dust w/ Stone Dust Inlines (Textured Cappuccino) | |
| 65 | 1 | EVPVPA366-565 | | \$113.53 | \$113.53 |
| | | 66"h, Pos.1 54", 2 66", 3 54", Base Raceway, 3 Way Variable Height Post, Aluminum Trim | | | |
| | | 20-Paint Colors (Alum + Metal) | ~STD | Standard Paint Colors | |
| | | Standard Paint Options | ~STD | Connectors w/ Matching Inlines (Use w/ Matching Horizontal Reve | |
| | | nnectors w/ Matching Inlines (Use w/ Matching Horizontal Reveal) | SDT | Stone Dust w/ Stone Dust Inlines (Textured Cappuccino) | |

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Town of Prosper
Dan Heischman

Brenda Reber
Business Development Manager
972.804.4808 ph
brenda.reber@workspaceinteriorsod.com

Prosper TX

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| Item | Qty | Product | Sell Price: | Unit | Extended |
|---|-----|--|-------------|---|------------|
| nnectors w/ Matching Inlines (Use w/ Matching Horizontal Reveal) SDT Stone Dust w/ Stone Dust Inlines (Textured Cappuccino) | | | | | |
| 66 | 1 | EVPVPA366-665 66"h, Pos.1 66", 2 66", 3 54", Base Raceway, 3 Way Variable Height Post, Aluminum Trim | | \$113.53 | \$113.53 |
| | | 20-Paint Colors (Alum + Metal) | ~STD | Standard Paint Colors | |
| | | Standard Paint Options | ~STD | Connectors w/ Matching Inlines (Use w/ Matching Horizontal Reve | |
| nnectors w/ Matching Inlines (Use w/ Matching Horizontal Reveal) SDT Stone Dust w/ Stone Dust Inlines (Textured Cappuccino) | | | | | |
| 67 | 3 | EVS1218BBF 18"d x 15"w x 27.75"h, B/B/F Pedestal, Freestanding or Worksurface Supporting, 1200 Series | | \$189.46 | \$568.38 |
| | | SF-Storage Paint Colors | ~STD | Standard Paint Colors | |
| | | Standard Paint Colors | SDT | Stone Dust (Textured Cappuccino) | |
| 68 | 1 | EVS1223BBF 23"d x 15"w x 27.75"h, B/B/F Pedestal, Freestanding or Worksurface Supporting, 1200 Series | | \$191.36 | \$191.36 |
| | | SF-Storage Paint Colors | ~STD | Standard Paint Colors | |
| | | Standard Paint Colors | SDT | Stone Dust (Textured Cappuccino) | |
| 69 | 3 | EVS1224FF 24"d x 15"w x 27.75"h, F/F Pedestal, Freestanding or Worksurface Supporting, 1200 Series | | \$191.36 | \$574.08 |
| | | SF-Storage Paint Colors | ~STD | Standard Paint Colors | |
| | | Standard Paint Colors | SDT | Stone Dust (Textured Cappuccino) | |
| 70 | 3 | EVS1236X1SND 18"d x 36"w, One 12"H Open Lateral Cabinet/ One 1/2 Height Open Shelf, 1200 Series | | \$376.65 | \$1,129.95 |
| | | SF-Storage Paint Colors | ~STD | Standard Paint Colors | |
| | | Standard Paint Colors | SDT | Stone Dust (Textured Cappuccino) | |
| 71 | 2 | EVS1236X1SND 18"d x 36"w, One 12"H Open Lateral Cabinet/ One 1/2 Height Open Shelf, 1200 Series | | \$376.65 | \$753.30 |
| | | SF-Storage Paint Colors | ~STD | Standard Paint Colors | |
| | | Standard Paint Colors | SDT | Stone Dust (Textured Cappuccino) | |
| 72 | 10 | EVSLK12 Lock for Flipper Door Storage | | \$16.71 | \$167.10 |
| 73 | 3 | EVSOFF1224 14.5"h x 24"w, Overhead Flipper Door Storage Unit, Lock (NIC) | | \$135.93 | \$407.79 |
| | | SF-Storage Paint Colors | ~STD | Standard Paint Colors | |

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Town of Prosper
Dan Heischman

Brenda Reber
Business Development Manager
972.804.4808 ph
brenda.reber@workspaceinteriorsod.com

Prosper TX

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|------|-----|---|-------------|---|----------|
| | | Standard Paint Colors | SDT | Stone Dust (Textured Cappuccino) | |
| 74 | 2 | EVSOF1242 14.5"h x 42"w, Overhead Flipper Door Storage Unit, Lock (NIC) | | \$171.63 | \$343.26 |
| | | SF-Storage Paint Colors | ~STD | Standard Paint Colors | |
| | | Standard Paint Colors | SDT | Stone Dust (Textured Cappuccino) | |
| 75 | 5 | EVSOF1248 14.5"h x 48"w, Overhead Flipper Door Storage Unit, Lock (NIC) | | \$186.43 | \$932.15 |
| | | SF-Storage Paint Colors | ~STD | Standard Paint Colors | |
| | | Standard Paint Colors | SDT | Stone Dust (Textured Cappuccino) | |
| 76 | 2 | EVSOGDL1260 12"d x 60"w, Overhead w/Sliding Glass Doors, Frosted Glass, Lockable | | \$388.04 | \$776.08 |
| | | SF-Storage Paint Colors | ~STD | Standard Paint Colors | |
| | | Standard Paint Colors | SDT | Stone Dust (Textured Cappuccino) | |
| 77 | 2 | EVWD3060 30"d x 60"w, "D" Top Worksurface, Monoleg Included, 1 Scoop, 3mm PVC Edge Trim | | \$252.49 | \$504.98 |
| | | SF-Worksurface Laminates (D Top) | ~HP | High Pressure Laminates (1 1/16" Thickness) | |
| | | 20- HP - High Pressure Laminates | TWL | Tiger Walnut | |
| | | 45-PVC Trim Colors | TWL | Tiger Walnut (N/A in HPW) | |
| | | 80-Paint Colors (WS Mono Post) | ~STD | Standard Paint Colors | |
| | | Standard Paint Colors (WS Mono Post) | SDT | Stone Dust (Textured Cappuccino) | |
| 78 | 3 | EVWD3072 30"d x 72"w, "D" Top Worksurface, Monoleg Included, 1 Scoop, 3mm PVC Edge Trim | | \$279.08 | \$837.24 |
| | | SF-Worksurface Laminates (D Top) | ~HP | High Pressure Laminates (1 1/16" Thickness) | |
| | | 20- HP - High Pressure Laminates | TWL | Tiger Walnut | |
| | | 45-PVC Trim Colors | TWL | Tiger Walnut (N/A in HPW) | |
| | | 80-Paint Colors (WS Mono Post) | ~STD | Standard Paint Colors | |
| | | Standard Paint Colors (WS Mono Post) | SDT | Stone Dust (Textured Cappuccino) | |
| 79 | 2 | EVWS2442 24"d x 42"w, Straight Rectangular Worksurface with Scoops, 3mm PVC Edge Trim | | \$91.50 | \$183.00 |
| | | SF- Worksurface Laminates (Straight) | ~HP | High Pressure Laminates (1 1/16" Thickness) | |
| | | 20- HP - High Pressure Laminates | TWL | Tiger Walnut | |
| | | 45-PVC Trim Colors | TWL | Tiger Walnut (N/A in HPW) | |

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Town of Prosper
Dan Heischman

Brenda Reber
Business Development Manager
972.804.4808 ph
brenda.reber@workspaceinteriorsod.com

Prosper TX

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| Item | Qty | Product | Sell Price: | Unit | Extended |
|------|-----|--|-------------|--|----------|
| 80 | 2 | EVWS2454 24"d x 54"w, Straight Rectangular Worksurface with Scoops, 3mm PVC Edge Trim | | \$128.71 | \$257.42 |
| | | SF- Worksurface Laminates (Straight) | ~HP | High Pressure Laminates (1 1/16" Thickness) | |
| | | 20- HP - High Pressure Laminates | TWL | Tiger Walnut | |
| | | 45-PVC Trim Colors | TWL | Tiger Walnut (N/A in HPW) | |
| 81 | 4 | EVWS2460 24"d x 60"w, Straight Rectangular Worksurface with Scoops, 3mm PVC Edge Trim | | \$143.14 | \$572.56 |
| | | SF- Worksurface Laminates (Straight) | ~HP | High Pressure Laminates (1 1/16" Thickness) | |
| | | 20- HP - High Pressure Laminates | TWL | Tiger Walnut | |
| | | 45-PVC Trim Colors | TWL | Tiger Walnut (N/A in HPW) | |
| 82 | 1 | EVWS2466 24"d x 66"w, Straight Rectangular Worksurface with Scoops, 3mm PVC Edge Trim | | \$150.36 | \$150.36 |
| | | SF- Worksurface Laminates (Straight) | ~HP | High Pressure Laminates (1 1/16" Thickness) | |
| | | 20- HP - High Pressure Laminates | TWL | Tiger Walnut | |
| | | 45-PVC Trim Colors | TWL | Tiger Walnut (N/A in HPW) | |
| 83 | 4 | EVWS2472 24"d x 72"w, Straight Rectangular Worksurface with Scoops, 3mm PVC Edge Trim | | \$156.44 | \$625.76 |
| | | SF- Worksurface Laminates (Straight) | ~HP | High Pressure Laminates (1 1/16" Thickness) | |
| | | 20- HP - High Pressure Laminates | TWL | Tiger Walnut | |
| | | 45-PVC Trim Colors | TWL | Tiger Walnut (N/A in HPW) | |
| 84 | 2 | EVWS2490 24"d x 90"w, Straight Rectangular Worksurface with Scoops, 3mm PVC Edge Trim | | \$277.55 | \$555.10 |
| | | SF-Worksurface Laminates (Straight) | ~HP | High Pressure Laminates (1 1/16" Thickness) | |
| | | 20- HP - High Pressure Laminates | TWL | Tiger Walnut | |
| | | 45-PVC Trim Colors | TWL | Tiger Walnut (N/A in HPW) | |
| 85 | 1 | 93PT4-2BFR 24"d x 24"w x 54"h, BBF, Storage, Right Wardrobe, 9300 SERIES, UNIVERSAL FILING | | \$903.44 | \$903.44 |
| | | ^Metal File Case & Storage Front Paint Finishes | ~STD | Metal File Case & Storage Front Paint Finishes (Global Standard Pa | |
| | | ^Global Standard Paint Finishes | ~GLO | Global Standard Colors | |
| | | Global Standard Colors | SDT | 1-Stonedust (Textured) [SDT] | |
| | | Key Options | W480 | C-Keyed For Lock #W480 | |
| 86 | 1 | 93PT4-2BFR | | \$903.44 | \$903.44 |

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Dan Heischman

Brenda Reber
Business Development Manager
972.804.4808 ph
brenda.reber@workspaceinteriorsod.com

Prosper TX

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|------|-----|---|-------------|--|------------|
| | | 24"d x 24"w x 54"h, BBF, Storage, Right Wardrobe, 9300 SERIES, UNIVERSAL FILING | | | |
| | | ^Metal File Case & Storage Front Paint Finishes | ~STD | Metal File Case & Storage Front Paint Finishes (Global Standard Pa | |
| | | ^Global Standard Paint Finishes | ~GLO | Global Standard Colors | |
| | | Global Standard Colors | SDT | 1-Stonedust (Textured) [SDT] | |
| | | Key Options | W481 | C-Keyed For Lock #W481 | |
| 87 | 120 | 09118899 | | \$29.27 | \$3,512.40 |
| | | COM: MOMENTUM PACT HARBOUR; FOR USE ON EVOLVE PANELS | | | |
| 88 | 1 | FREIGHT | | \$365.85 | \$365.85 |
| | | COM FREIGHT | | | |
| 89 | 6 | LOCK-SET-1 | | \$11.22 | \$67.32 |
| | | Set of 1 lock and key. | | | |
| | | Finish | NICKEL | Nickel | |
| | | Key Type | ALIKE | Alike | |
| | | Starting Key #, Nickel | 150 | 150 Standard | |
| | | # of Lock sets | 6 | 6 | |
| 90 | 1 | 4-2248BR | | \$291.71 | \$291.71 |
| | | Pulse 22x48 Bridge | | | |
| | | Finish | ~TFL-W | TFL Wood Grain | |
| | | Finish | MC2 | Mocha (MC2) | |
| | | Edge | EY | Square | |
| | | Grommet | G3 | Grommet in Center | |
| | | Grommet Finish | LK | Satin Nickel | |
| 91 | 1 | 4-7222FCRR | | \$782.44 | \$782.44 |
| | | Pulse 72x22 Right Full Pedestal Credenza | | | |
| | | Finish | ~TFL-W | TFL Wood Grain | |
| | | Finish | MC2 | Mocha (MC2) | |
| | | Edge | EY | Square | |
| | | Pull | Axis | Axis | |
| | | Pull Finish | SNCK | Satin Nckel | |
| | | Grommet | G3 | Grommet in Center | |
| | | Lock | LCK1 | Requires 1 Lock Core, Locking | |
| 92 | 1 | 4-7236SW | | \$1,337.07 | \$1,337.07 |

Date: 1/27/2022
Reference #: 559537

Town of Prosper
Dan Heischman

Brenda Reber
Business Development Manager
972.804.4808 ph
brenda.reber@workspaceinteriorsod.com

Prosper TX

TOP 2ND FLR ENGINEERING RECONFIG

| Item | Qty | Product | Sell Price: | | | Unit | Extended |
|------|-----|---|-------------|--------------------------------|--|------------|------------|
| | | Pulse 36x72.5 Square-edge Storage Wardrobe | | | | | |
| | | Finish | ~TFL-W | TFL Wood Grain | | | |
| | | Finish, TFL - Wood Grain | MC2 | Mocha (MC2) | | | |
| | | Pull | Axis | Axis | | | |
| | | Pull Finish | SNCK | Satin Nckel | | | |
| | | Lock | LCK2 | Requires 2 Lock Cores, Locking | | | |
| 93 | 1 | 4-7243HD4-2 | | | | \$971.71 | \$971.71 |
| | | Pulse 72x15x42.5 Highback Organizer, 4 Doors | | | | | |
| | | Finish | ~TFL-W | TFL Wood Grain | | | |
| | | Finish, TFL - Wood Grain | MC2 | Mocha (MC2) | | | |
| | | Door | JB | TFL Panel | | | |
| | | Inside Back | W2 | No Tackboard | | | |
| | | Grade, Tackboard | X9 | No Selection | | | |
| | | Fabric | X9 | No Selection | | | |
| | | Lock | LCK2 | Requires 2 Lock Cores, Locking | | | |
| 94 | 1 | 4-7248LPDCB | | | | \$1,455.12 | \$1,455.12 |
| | | Pulse 72x48 Bow-Shaped Cockpit Left Pedestal Desk | | | | | |
| | | Finish | ~TFL-W | TFL Wood Grain | | | |
| | | Finish | MC2 | Mocha (MC2) | | | |
| | | Edge | EY | Square | | | |
| | | Pull | Axis | Axis | | | |
| | | Pull Finish | SNCK | Satin Nckel | | | |
| | | Grommet | KP | With Grommet | | | |
| | | Lock | LCK1 | Requires 1 Lock Core, Locking | | | |
| 95 | 1 | FT1087 | | | | \$360.00 | \$360.00 |
| | | Pulse 70.375x22.625 Fabric Tackboard for 4-7243HD4-2 | | | | | |
| | | Grade, Tackboard | 4 | Grade 4 Material | | | |
| | | Grade 4 Material | ETC4 | Non-Carded Grade 4 Material | | | |
| | | | TOR | MOMENTUM, INSIGHT, SUMMIT | | | |
| 96 | 4 | 1033.BK2.F.AR6 | | | | \$429.27 | \$1,717.08 |
| | | Novo, Highback, Mesh Back, Standard Synchro, Multi-Adj Arms | | | | | |
| | | Adjustable Lumbar Color Selection | AL1 | Black | | | |
| | | Lumbar Accent Color Selection | LA2 | Nickel | | | |
| | | Seat Depth Adjustment Option Selection | E3 | Seat Depth Adjustment Upgrade | | | |

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TOP 2ND FLR ENGINEERING RECONFIG

| Item | Qty | Product | Sell Price: | Unit | Extended |
|------|-----|--|-------------|--|------------|
| | | Cylinder Height Option | CH1 | Standard Cylinder | |
| | | Frame Color Selection | FC1 | Black Frame | |
| | | Base Selection | B17 | Black Nylon Base | |
| | | Caster Selecton | CS5 | Carpet Casters | |
| | | Novo Mesh Back Colors | MC21 | Nickel Mesh | |
| | | Fabric or Leather Upholstery Selection | FABRIC | Fabric Grade Selections | |
| | | CA Technical Bulletin 133 Fire Std Option for Fabric Selection | ~ | No Selection | |
| | | Fabric Grade Selections | FG3 | Fabric Grade 3 | |
| | | Fabric Grade 3 Selection | SLICE | Slice Standard Color Selection | |
| | | Slice Color Selection | CHARCOAL | Slice Charcoal | |
| | | Packaging Options | UC | Back attached to seat, base separate | |
| 97 | 1 | 6423Y.AR8 | | \$699.70 | \$699.70 |
| | | Prava, Highback, Enhanced Synchro Cntrl, AR8 Arm | | | |
| | | Fabric or Leather Upholstery Selection | FABRIC | Fabric Grade Selections | |
| | | CA Technical Bulletin 133 Fire Std Option for Fabric Selection | ~ | No Selection | |
| | | Fabric Grade Selection | FG3 | Fabric Grade 3 | |
| | | Fabric Grade 3 Selection | CANTER EPU | Canter EPU Standard Color Selection | |
| | | Canter EPU Color Selection | IRON | Canter EPU Iron | |
| | | Seat Depth Adjustment Option Selection | E3 | Seat Depth Adjustment Upgrade | |
| | | Base Selection | ~ | Std Black Nylon | |
| | | Caster Options | C21 | Standard Carpet Casters | |
| | | Headrest Selection | ~ | No Selection | |
| | | Packaging Options | UC | Partially Assembled | |
| 98 | 1 | Install RT | | \$1,500.00 | \$1,500.00 |
| | | Labor to Receive Deliver and Install per proposal | | | |
| | | | | All work during Regular Business Hours | |
| | | | | No stair carry | |
| | | | | Area to be free and clear | |
| | | | | Non-Union Labor | |
| | | | | CODE | |
| 99 | 1 | Install RT | | \$3,525.00 | \$3,525.00 |
| | | Labor to Receive Deliver and Install per proposal | | | |
| | | | | All work during Regular Business Hours | |
| | | | | No stair carry | |
| | | | | Area to be free and clear | |
| | | | | Non-Union Labor | |

Date: 1/27/2022
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Prosper TX

TOP 2ND FLR ENGINEERING RECONFIG

| Item | Qty | Product | Sell Price: | Unit | Extended |
|---------------|-----|--|-------------|-------------|---|
| | | | | | PLANNING |
| 100 | 1 | Install RT Labor to Receive Deliver and Install per proposal | | \$13,530.00 | \$13,530.00 |
| | | | | | All work during Regular Business Hours No stair carry Area to be free and clear Non-Union Labor ENGINEERING |
| 101 | 1 | NOTE - Estimated New Product Pricing by Department | | \$0.00 | \$0.00 |
| | | | | | Planning - \$9,914 Code - \$10,838 Engineering - \$36,905.30 This is estimated due to the reuse of product in different departments. |
| Total: | | | | | \$57,657.30 |



Date: 1/27/2022
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| Item | Qty | Product | Sell Price: | Unit | Extended |
|------|-----|---------|-------------|------|----------|
|------|-----|---------|-------------|------|----------|

Proposal Notes

Deposit Required:

Additional Information:

Date: 1/27/2022

Reference #: 559537

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| Item | Qty | Product | Sell Price: | Unit | Extended |
|------|-----|---------|-------------|------|----------|
|------|-----|---------|-------------|------|----------|

TERMS AND CONDITIONS OF PURCHASE (FURNITURE)

- Office Depot, Inc. ("Office Depot") shall make commercially reasonable efforts to install all products as quickly as possible. However, any delivery and/or installation dates quoted to Customer are approximate, and Office Depot's obligation shall be only to deliver and/or install the products within a reasonable time. Also, due to certain factory shipment schedules, it is possible that Office Depot will be able to deliver and install portions of the job in phases. Customer will be invoiced for the items as they are delivered and payment will be due as set forth in Section 3 below.
- All prices are firm for thirty (30) days from date of proposal.
- Payment terms are net twenty (20) days from date of invoice, unless otherwise agreed to and as documented on the order or quote. Customer will be invoiced for items when delivery and installation (if applicable) is complete, and any punch issues are less than 10% of the value of the entire order. In no event shall payment be withheld for delivered products and services. Customer shall pay 90% of the invoice and may withhold 10% until completion of the job. The balance is payable immediately after any outstanding issues are resolved.
- All orders are subject to credit approval.
- Office Depot requires a minimum deposit equaling 50% on all orders over \$20,000. Said deposit will be applied to Customer's account until such product is delivered and invoiced. Each invoice, less its proportionate share of the deposit, will be due and payable as set forth in Section 4 above.
- All products and materials are subject to applicable taxes, as well as any applicable inbound freight and fabrication charges.
- An order is not cancelable once in production. "Quick ships" and fabric orders are not cancelable.
- Any quotation for special order products or materials shall be approved by an authorized Customer representative for correct product number, fabric, specifications and quantities. Any services rendered to Customer to change or modify the specification and layout before or during installation will be charged to Customer at prevailing rates. If such changes or modifications result in additional products, parts, materials or labor, they will be billed to Customer at prevailing rates.
- Delivery and installation services are conducted during normal business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. If services are requested outside of normal business hours, if special handling or equipment is required, if moving of products other than delivered is required, or if there are any unusual condition not made known to Office Depot at the time of sale, extra labor charges at prevailing rates may apply.
- If during installation, additional products are necessary or required to complete the job, such additional products and labor will be charged to Customer at prevailing rates.
- Electric current, heat, hoisting and/or elevator service will be furnished without charge to Office Depot.
- Floors shall be smooth, level and free from debris, and concrete subject to dampness shall be waterproofed prior to delivery and installation of products.
- If Customer is unwilling or unable to accept delivery or installation of the products according to the specified schedule, the products will be stored at Customer's expense. Customer shall pay a warehouse charge payable monthly. Double handling of a product will be charged at our normal hourly rate.
- Office Depot makes no warranties, expressed or implied, as to merchantability or as the suitability of the products for any particular purpose, except those made by the manufacturer of the products. Any claim must be made to Office Depot in writing within five (5) days after delivery or installation of the products and if no claim is so received by Office Depot it will be conclusively presumed that Customer has accepted and that the products are as represented.
- No liability shall accrue against Office Depot as a result of breach of terms and conditions caused by any strike, act of God, lockout, accident, or delay beyond its control.
- Office Depot retains, and Customer hereby grants to Office Depot, a security interest in the products to secure the purchase price therefore. The products shall remain personal property regardless of being fixed to any real property. If Customer defaults in the payment of the purchase price when due, Office Depot shall have all rights and remedies granted by the Uniform Commercial Code. ~~A finance charge of 2% per month~~ (annual percentage rate ~~24%~~*) will be charged on ~~all past due balances~~. Customer shall pay all collection costs, including attorneys fee, in the event any claim is referred to a collection agency or attorney.
- Products shipped directly to Customer shall be the responsibility of Customer except if agreed in writing that Office Depot will provide delivery and installation services. The receiving Customer is responsible to inspect products and file any necessary freight claims with freight provider.
- Manufacturer warranties apply for parts only. Labor is not included.
- It is Customer's responsibility to furnish a certified electrician to "hardwire" cubicle stations to building power.
- All items set forth in the quotation are non-returnable.
- IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES, WHETHER IN AN ACTION BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- *Each party shall indemnify and hold harmless the other party from and against any and all third-party claims, demands, actions, suits, losses, liabilities, damages and all related costs and expenses, including without limitation reasonable attorneys' fees due to, arising from or relating to the negligent, willful or reckless act or omission of the indemnifying party.
- These terms and conditions shall be governed by the law of the State of Florida, without regard to conflict of laws principles.

Customer has read and understands these terms and conditions of purchase.

Customer: Town of Prosper Address: 250 W. First St., 2nd Floor, Prosper, TX 75078

Customer's Signature: _____ Title: Town Manager

Print Name: Harlan Jefferson Date: _____



Date: 1/27/2022
Reference #: 559537

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Town of Prosper
Dan Heischman

Prosper TX

TOP 2ND FLR ENGINEERING RECONFIG

| Item | Qty | Product | Sell Price: | Unit | Extended |
|-----------------------|-----|---------|-------------|------|----------|
| Special Instructions: | | | | | |

Proposal valid for 30 days

Please note: a deposit is required on all furniture orders prior to order placement

One of the following is required prior to placing your order: Signed Terms and Condition, Furniture Agreement on file or a Workspace Interiors Furniture Addendum on file

Workspace Interiors may require additional credit information, prior to placing your order

The appropriate tax will be applied at the time of invoicing

This proposal contains **Special Order** items that are **Not Returnable**

Once an order is placed, cancellations are **Not Allowed**.

Estimated leadtime is subject to the manufactures production / shipping schedule

POLICE DEPARTMENT



To: Mayor and Town Council
From: Doug Kowalski, Chief of Police
Through: Harlan Jefferson, Town Manager
Re: Town Council Meeting – February 22, 2022

Agenda Item:

Consider and act upon receiving the 2021 Annual Racial Profiling Report for the Prosper Police Department as required by state law.

Description of Agenda Item:

The Racial Profiling Report is a required annual report that must be submitted to the State of Texas through the Texas Commission on Law Enforcement (TCOLE) and the Police Department's governing body as required by Texas State law – Texas Code of Criminal Procedures Section 2.132.

Attached Documents:

1. 2021 Prosper Police Annual Racial Profile Report

Town Staff Recommendation:

Staff recommends receiving the 2021 Annual Racial Profiling Report for the Prosper Police Department as required by state law.

Proposed Motion:

I move to receive and accept the 2021 Annual Racial Profiling Report as required by state law.

PROSPER POLICE DEPARTMENT

Racial Profile Report

01/01/2021 - 12/31/2021

Item 9.

Total stops: 8452

Street address or approximate location of the stop

City Street: 4414

US Highway: 2836

State Highway: 1030

County road: 49

Private property or other: 123

Was race or ethnicity known prior to stop?

Yes: 431

No: 8021

Race or Ethnicity

Alaskan Native/American Indian: 32

Asian/Pacific Islander: 419

Black: 1596

White: 4959

Hispanic/Latino: 1442

Gender

Female: 3066

Alaskan Native/American Indian: 16

Asian/Pacific Islander: 132

Black: 561

White: 1975

Hispanic/Latino: 380

Male: 5386

Alaskan Native/American Indian: 16

Asian/Pacific Islander: 287

Black: 1035

White: 2984

Hispanic/Latino: 1062

Reason for stop?*Item 9.*

Violation of law: 819

Alaskan Native/American Indian: 2

Asian/Pacific Islander: 40

Black: 230

White: 367

Hispanic/Latino: 180

Pre existing knowledge: 86

Alaskan Native/American Indian: 0

Asian/Pacific Islander: 3

Black: 22

White: 50

Hispanic/Latino: 11

Moving traffic violation: 5589

Alaskan Native/American Indian: 24

Asian/Pacific Islander: 283

Black: 894

White: 3545

Hispanic/Latino: 840

Vehicle traffic violation: 1958

Alaskan Native/American Indian: 6

Asian/Pacific Islander: 93

Black: 450

White: 997

Hispanic/Latino: 411

Was a search conducted?

Yes: 402

Alaskan Native/American Indian: 0

Asian/Pacific Islander: 11

Black: 148

White: 164

Hispanic/Latino: 79

No: 8050

Alaskan Native/American Indian: 32

Asian/Pacific Islander: 408

Black: 1448

White: 4795

Hispanic/Latino: 1363

Reason for Search?

Item 9.

Consent: 231

Alaskan Native/American Indian: 0

Asian/Pacific Islander: 3

Black: 80

White: 99

Hispanic/Latino: 49

Contraband in plain view: 20

Alaskan Native/American Indian: 0

Asian/Pacific Islander: 0

Black: 9

White: 6

Hispanic/Latino: 5

Probable cause: 121

Alaskan Native/American Indian: 0

Asian/Pacific Islander: 7

Black: 54

White: 40

Hispanic/Latino: 20

Inventory: 10

Alaskan Native/American Indian: 0

Asian/Pacific Islander: 0

Black: 3

White: 6

Hispanic/Latino: 1

Incident to arrest: 20

Alaskan Native/American Indian: 0

Asian/Pacific Islander: 1

Black: 2

White: 13

Hispanic/Latino: 4

Was Contraband discovered**Did the finding result in arrest (total should equal previous column)?**

Yes: 240

Alaskan Native/American Indian: 0

Asian/Pacific Islander: 6

Black: 99

White: 90

Hispanic/Latino: 45

Yes

No

Alaskan Native/American Indian:

0

0

Asian/Pacific Islander:

1

5

Black:

19

80

White:

17

73

Hispanic/Latino:

11

34

No: 162

Alaskan Native/American Indian: 0

Asian/Pacific Islander: 5

Black: 49

White: 74

Hispanic/Latino: 34

Description of contraband*Item 9.*

Drugs: 192

Alaskan Native/American Indian: 0

Asian/Pacific Islander: 5

Black: 84

White: 68

Hispanic/Latino: 35

Currency : 1

Alaskan Native/American Indian: 0

Asian/Pacific Islander: 0

Black: 0

White: 1

Hispanic/Latino: 0

Weapons: 3

Alaskan Native/American Indian: 0

Asian/Pacific Islander: 0

Black: 3

White: 0

Hispanic/Latino: 0

Alcohol: 14

Alaskan Native/American Indian: 0

Asian/Pacific Islander: 0

Black: 3

White: 5

Hispanic/Latino: 6

Stolen property: 3

Alaskan Native/American Indian: 0

Asian/Pacific Islander: 0

Black: 0

White: 1

Hispanic/Latino: 2

Other: 27

Alaskan Native/American Indian: 0

Asian/Pacific Islander: 1

Black: 9

White: 15

Hispanic/Latino: 2

Result of the stop

Item 9.

Verbal warning: 3118

Alaskan Native/American Indian: 8

Asian/Pacific Islander: 177

Black: 688

White: 1690

Hispanic/Latino: 555

Written warning: 3492

Alaskan Native/American Indian: 15

Asian/Pacific Islander: 165

Black: 662

White: 2195

Hispanic/Latino: 453

Citation: 1722

Alaskan Native/American Indian: 9

Asian/Pacific Islander: 75

Black: 208

White: 1015

Hispanic/Latino: 413

Written Warning and Arrest: 3

Alaskan Native/American Indian: 0

Asian/Pacific Islander: 0

Black: 1

White: 2

Hispanic/Latino: 0

Citation and Arrest: 3

Alaskan Native/American Indian: 0

Asian/Pacific Islander: 0

Black: 2

White: 1

Hispanic/Latino: 0

Arrest: 114

Alaskan Native/American Indian: 0

Asian/Pacific Islander: 2

Black: 35

White: 56

Hispanic/Latino: 21

Arrest based on*Item 9.*

Violation of Penal Code: 88

Alaskan Native/American Indian: 0

Asian/Pacific Islander: 2

Black: 25

White: 42

Hispanic/Latino: 19

Violation of Traffic Law: 0

Alaskan Native/American Indian: 0

Asian/Pacific Islander: 0

Black: 0

White: 0

Hispanic/Latino: 0

Violation of City Ordinance: 1

Alaskan Native/American Indian: 0

Asian/Pacific Islander: 0

Black: 1

White: 0

Hispanic/Latino: 0

Outstanding Warrant: 28

Alaskan Native/American Indian: 0

Asian/Pacific Islander: 0

Black: 10

White: 16

Hispanic/Latino: 2

Was physical force resulting in bodily injury used during stop?

Yes: 1

Alaskan Native/American Indian: 0

Asian/Pacific Islander: 0

Black: 0

White: 1

Hispanic/Latino: 0

No: 8451

Alaskan Native/American Indian: 32

Asian/Pacific Islander: 419

Black: 1596

White: 4958

Hispanic/Latino: 1442

Number of complaints of racial profiling

Total _____

Resulted in disciplinary action _____

Did not result in disciplinary action _____

PLANNING



To: Mayor and Town Council

From: Alex Glushko, AICP, Planning Manager

Through: Harlan Jefferson, Town Manager
Rebecca Zook, P.E., Executive Director of Development & Infrastructure Services
Khara Dodds, AICP, Director of Development Services

Re: Town Council Meeting – February 22, 2022

Agenda Item:

Consider and act upon whether to direct staff to submit a written notice of appeal on behalf of the Town Council to the Development Services Department, pursuant to Chapter 4, Section 1.5(C)(7) and 1.6(B)(7) of the Town's Zoning Ordinance, regarding action taken by the Planning & Zoning Commission on any Site Plan or Preliminary Site Plan, including Prosper Business Park, Shops at Prosper Trail, and Prosper Center.

Description of Agenda Item:

Attached are the Preliminary Site Plans and Site Plan that were acted on by the Planning & Zoning Commission at their February 15, 2022, meeting. Per the Zoning Ordinance, the Town Council has the ability to direct staff to submit a written notice of appeal on behalf of the Town Council to the Development Services Department for any Preliminary Site Plan or Site Plan acted on by the Planning & Zoning Commission.

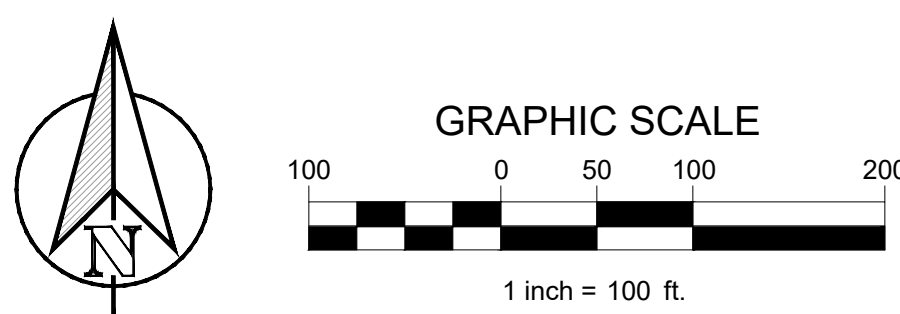
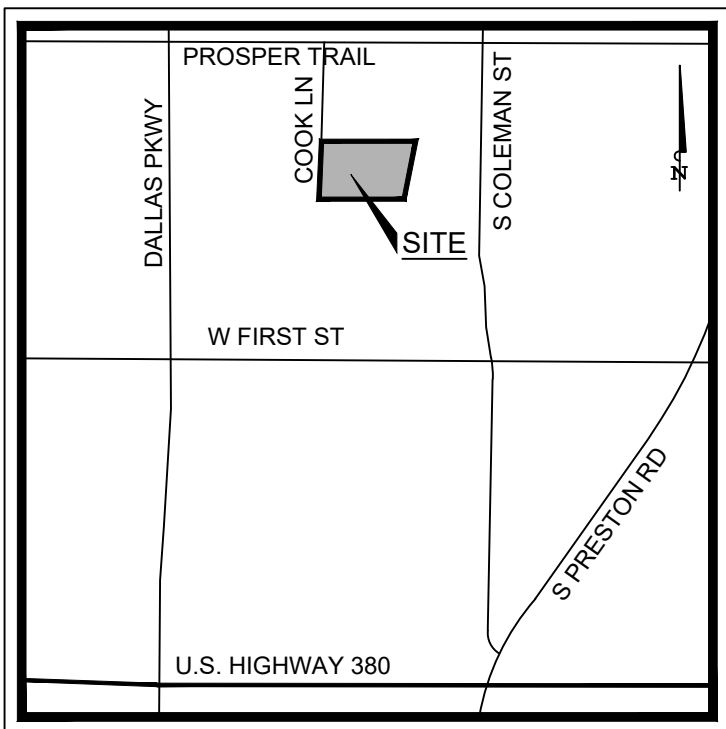
Attached Documents:

1. Preliminary Site Plan for Prosper Business Park
2. Preliminary Site Plan for Shops at Prosper Trail
3. Site Plan for Prosper Center Offices

Town Staff Recommendation:

Town staff recommends the Town Council take no action on this item.

| SITE DATA SUMMARY | | | | | | | | | | | | | | | | | | | |
|-------------------|--------|-------------------|------------------|--------------------|-------------------------|----------------------|--------------|-------|----------------|---------|---|------|-------|--------------|-------|--------------------------------|-------|------------------------------|-----------------|
| LOT | ZONING | PROPOSED USE | LOT SIZE (ACRES) | LOT SIZE (SQ. FT.) | BUILDING AREA (SQ. FT.) | BLDG HGT. (FT-# ST.) | LOT COVERAGE | | FLR AREA RATIO | | PARKING | | | HANDICAP SP. | | PARKING LOT LANDSCAPING | | OPEN SPACE | |
| | | | | | | | REQ. | PROV. | REQ. | PROV. | REQ. RATIO | REQ. | PROV. | REQ. | PROV. | REQ. (15 SF PER PARKING SPACE) | PROV. | REQ. (7% SITE AREA), SQ. FT. | PROV. (SQ. FT.) |
| 3 | PD-26 | OFFICE/ WAREHOUSE | 4.60 | 211,567 | 64,000 | 26'- 1 STORY | 50% MAX | 30.3% | 0.5:1 MAX | 0.079:1 | 1 SPACE / 1000 SF(Warehouse) | 64 | 165 | 6 | 9 | 2,475 | 4,160 | 14,810 | 19,570 |
| 4 | PD-26 | OFFICE/ WAREHOUSE | 2.62 | 114,308 | 25,000 | 26'- 1 STORY | 50% MAX | 21.9% | 0.5:1 MAX | 0.079:1 | 1 SPACE / 350 sf (Office) 1 SPACE / 1000 SF(Warehouse) | 39 | 62 | 3 | 3 | 930 | 1,310 | 8,002 | 20,483 |
| 5 | PD-26 | OFFICE/ WAREHOUSE | 4.75 | 207,186 | 75,000 | 26'- 1 STORY | 50% MAX | 36.2% | 0.5:1 MAX | 0.079:1 | 1 SPACE / 1000 SF(Warehouse) | 75 | 149 | 6 | 7 | 2,235 | 2,320 | 14,503 | 15,881 |
| 8 | PD-26 | OFFICE/ WAREHOUSE | 8.93 | 388,955 | 20,543 | 26'- 1 STORY | 50% MAX | 5.3% | 0.5:1 MAX | 0.079:1 | 1 SPACE / 350 sf (Office) 1 SPACE / 1000 SF(Warehouse) | 44 | 52 | 2 | 2 | 780 | 2,155 | 27,227 | 31,133 |
| 9 | PD-26 | OFFICE/ WAREHOUSE | 2.27 | 98,701 | 20,000 | 26'- 1 STORY | 50% MAX | 20.3% | 0.5:1 MAX | 0.079:1 | 1 SPACE / 350 sf (Office) 1SPACE / 1000 SF(Warehouse) | 31 | 34 | 2 | 2 | 510 | 1,704 | 6,909 | 10,078 |
| 10 | PD-26 | OFFICE/ WAREHOUSE | 1.96 | 85,263 | 25,000 | 26'- 1 STORY | 50% MAX | 29.3% | 0.5:1 MAX | 0.079:1 | 1 SPACE / 350 sf (Office) 1 SPACE / 1000 SF(Warehouse) | 39 | 56 | 3 | 3 | 840 | 1,860 | 5,968 | 7,006 |
| 11 | PD-26 | OFFICE/ WAREHOUSE | 1.59 | 69,116 | 20,000 | 26'- 1 STORY | 50% MAX | 28.9% | 0.5:1 MAX | 0.079:1 | 1 SPACE / 350 sf (Office) 1 SPACE / 1000 SF(Warehouse) | 31 | 40 | 2 | 2 | 600 | 1,465 | 4,838 | 18,440 |



- TOWN OF PROSPER PRELIMINARY SITE PLAN GENERAL NOTES:
- DUMPSTERS AND TRASH COMPACTORS SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
 - OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
 - OUTDOOR LIGHTING SHALL COMPLY WITH THE LIGHTING AND GLARE STANDARDS CONTAINED WITHIN THE ZONING ORDINANCE AND SUBDIVISION ORDINANCE.
 - LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN.
 - ALL ELEVATIONS SHALL COMPLY WITH THE STANDARDS CONTAINED WITHIN THE ZONING ORDINANCE.
 - BUILDINGS OF 5,000 SQUARE FEET OR GREATER SHALL BE 100% FIRE SPRINKLED. ALTERNATIVE FIRE PROTECTION MEASURES MAY BE APPROVED BY THE FIRE DEPARTMENT.
 - OCCUPANT NOTIFICATION PER THIS SECTION AND 907.5 SHALL BE REQUIRED FOR ALL NEW CONSTRUCTION, OR EXISTING CONSTRUCTION COMPLYING WITH THE INTERNATIONAL BUILDING CODE, FOR RENOVATIONS TO EXISTING BUILDINGS, TENANT SPACES, CHANGES IN OCCUPANCY, REPLACEMENT OR MODIFICATION OF THE EXISTING FIRE ALARM SYSTEM, OR AS REQUIRED BY THE FIRE CODE OFFICIAL, FOR ALL BUILDINGS OR SPACES PROVIDED WITH AN APPROVED AUTOMATIC SPRINKLER SYSTEM.
 - FIRE LANES SHALL BE DESIGNED AND CONSTRUCTED PER TOWN STANDARDS OR AS DIRECTED BY THE FIRE DEPARTMENT.
 - TWO POINTS OF ACCESS SHALL BE MAINTAINED FOR THE PROPERTY AT ALL TIMES.
 - SPEED BUMPS/HUMPS ARE NOT PERMITTED WITHIN A FIRE LANE.
 - FIRE LANES SHALL BE PROVIDED WITHIN 150 FEET OF ALL EXTERIOR WALLS OF ANY BUILDING FOR HOSE LAY REQUIREMENTS. AMENDMENT 503.1.1
 - THE FIRE LANE SHALL BE A MINIMUM OF 24 FEET WIDE. AMENDMENT 503.2.1
 - BUILDINGS MORE THAN 30 FEET IN HEIGHT ARE REQUIRED TO HAVE A MINIMUM OF A 26-FOOT WIDE FIRE LANE IN THE IMMEDIATE VICINITY FOR FIREFIGHTING OPERATIONS OF THE BUILDING. ONE OF THE 26-FOOT WIDE FIRE LANES SHALL BE LOCATED A MINIMUM OF 15 FEET FROM THE BUILDING AND NO MORE THAN 30 FEET. APPENDIX D105.
 - THE INSIDE TURNING RADIUS OF THE 24-FOOT FIRE LANE SHALL BE A MINIMUM OF 30 FEET. AMENDMENT 503.2.4
 - THE INSIDE TURNING RADIUS OF THE 26-FOOT FIRE LANE SHALL BE A MINIMUM OF 30 FEET. AMENDMENT 503.2.4
 - DEAD-END FIRE LANES ARE ONLY PERMITTED WITH APPROVED HAMMERHEADS.
 - FIRE HYDRANTS SHALL BE PROVIDED AT THE ENTRANCES AND INTERSECTIONS. AMENDMENT 507.5.1
 - AS PROPERTIES DEVELOP, FIRE HYDRANTS SHALL BE LOCATED AT ALL INTERSECTING STREETS AND THE MAXIMUM SPACING SHALL BE EVERY 300 FEET (300') FOR ALL DEVELOPMENTS, AND FACILITIES OTHER THAN R3, R-3 DEVELOPMENTS SHALL BE EVERY 500 FEET (500'). DISTANCES BETWEEN HYDRANTS SHALL BE MEASURED ALONG THE ROUTE THAT FIRE HOSE IS LAID BY A FIRE APPARATUS FROM HYDRANT-TO-HYDRANT, NOT AS THE "CROW FLIES." AMENDMENT 507.5.1
 - FIRE DEPARTMENT CONNECTION (FDC) FOR THE FIRE SPRINKLER SYSTEM SHALL BE LOCATED WITHIN 50 FEET OF A FIRE HYDRANT AND 50 FEET OF A FIRE LANE. 5" STOR, 30-DEGREE DOWNWARD TURN WITH LOCKING CAP. AMENDMENT 507.5.1
 - FIRE HYDRANTS SHALL BE LOCATED 2 FOOT (2') TO 6 FOOT (6') BACK FROM THE CURB OR FIRE LANE AND SHALL NOT BE LOCATED IN THE BULB OF A CUL-DE-SAC. AMENDMENT 507.5.1
 - THERE SHALL BE A MINIMUM OF TWO (2) FIRE HYDRANTS SERVING EACH PROPERTY WITHIN THE PRESCRIBED DISTANCES LISTED ABOVE. A MINIMUM OF ONE FIRE HYDRANT SHALL BE LOCATED ON EACH LOT. AMENDMENT 507.5.1
 - A MINIMUM 10-FOOT UNOBSTRUCTED WIDTH SHALL BE PROVIDED AROUND A BUILDING FOR ADEQUATE FIRE DEPARTMENT ACCESS. A CONTINUOUS ROW OF PARKING AND LANDSCAPING SHALL BE CONSIDERED A BARRIER. AMENDMENT 503.1.1
 - THE MAXIMUM DEAD- END CUL-DE-SAC LENGTH SHALL NOT EXCEED SIX HUNDRED FEET (600') AS MEASURED FROM THE CENTERLINE OF THE INTERSECTION STREET TO THE CENTER POINT OF THE RADIUS. AMENDMENT 503.1.5
 - ONE-AND TWO-FAMILY DWELLINGS AUTOMATIC FIRE SYSTEMS. AUTOMATIC FIRE PROTECTION SYSTEMS PER NFPA 13D OR NFPA 13R SHALL BE PROVIDED IN ALL ONE-AND TWO-FAMILY DWELLINGS WITH A CONDITIONED FLR AREA OF 5,500 SQUARE FEET (511 M2) OR GREATER, DWELLINGS THREE (3) STORIES OR GREATER, OR DWELLINGS WITH ROOF HEIGHTS EXCEEDING THIRTY-FIVE FEET (35') FROM GRADE. IRC-2015 AMENDMENT R313.2
 - HANDICAPPED PARKING AREAS AND BUILDING ACCESSIBILITY SHALL CONFORM TO THE AMERICANS WITH DISABILITIES ACT (ADA) AND WITH THE REQUIREMENTS OF THE CURRENT, ADOPTED BUILDING CODE.
 - ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL.
 - ALL FENCES AND RETAINING WALLS SHALL BE SHOWN ON THE PRELIMINARY SITE PLAN AND ARE SUBJECT TO BUILDING OFFICIAL APPROVAL.
 - ALL EXTERIOR BUILDING MATERIALS ARE SUBJECT TO BUILDING OFFICIAL APPROVAL AND SHALL CONFORM TO THE APPROVED FACADE PLAN.
 - SIDEWALKS OF NOT LESS THAN SIX (6) FEET IN WIDTH ALONG THOROUGHFARES AND COLLECTORS AND FIVE (5) FEET IN WIDTH ALONG RESIDENTIAL STREETS AND BARRIER-FREE RAMPS AT ALL CURB CROSSINGS SHALL BE PROVIDED PER TOWN STANDARDS.
 - ALL NEW ELECTRICAL LINES SHALL BE INSTALLED AND/OR RELOCATED UNDERGROUND.
 - ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW IN ACCORDANCE WITH THE ZONING ORDINANCE.
 - ALL LANDSCAPE EASEMENTS MUST BE EXCLUSIVE OF ANY OTHER TYPE OF EASEMENT.
 - IMPACT FEES WILL BE ASSESSED IN ACCORDANCE WITH THE LAND USE CLASSIFICATION(S) IDENTIFIED ON THE SITE DATA SUMMARY TABLE; HOWEVER, CHANGES TO THE PROPOSED LAND USE AT THE TIME OF CO AND/OR FINISH-OUT PERMIT MAY RESULT IN ADDITIONAL IMPACT FEES AND/OR PARKING REQUIREMENTS.
 - THE APPROVAL OF A PRELIMINARY SITE PLAN SHALL BE EFFECTIVE FOR A PERIOD OF TWO (2) YEARS FROM THE DATE THAT THE PRELIMINARY SITE PLAN IS APPROVED BY THE PLANNING & ZONING COMMISSION, AT THE END OF WHICH TIME THE APPLICANT MUST HAVE SUBMITTED AND RECEIVED THE APPROVAL OF A SITE PLAN BY THE PLANNING & ZONING COMMISSION. IF A SITE PLAN IS NOT APPROVED WITHIN SUCH TWO (2) YEAR PERIOD, THE PRELIMINARY SITE PLAN APPROVAL IS NULL AND VOID. IF SITE PLAN APPROVAL IS ONLY FOR A PORTION OF THE PROPERTY, THE APPROVAL OF THE PRELIMINARY SITE PLAN FOR THE REMAINING PROPERTY SHALL BE NULL AND VOID.

| LEGEND | |
|---------|-----------------------------|
| --- | PROPERTY LINE |
| - - - - | EASEMENT/SETBACK (AS NOTED) |
| ■ | FIRE LANE |
| ■ | PREVIOUSLY APPROVED |
| ● | FIRE HYDRANT |
| D | FDC |

FLOODPLAIN NOTE

NO PORTION OF THIS TRACT LIES WITHIN A 100-YEAR FLOOD PLAIN, OR IN A FLOOD HAZARD AREA ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP NUMBER 48085C0235J, WITH EFFECTIVE DATE OF JUNE 2, 2009

| BY | | DATE | REVISION |
|-----|--|------|----------|
| No. | | | |
| | | | |
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
| PROSPER BUSINESS PARK | |
|---|---------------------|
| CASE #: D22-0002 | |
| OWNER: CROSSLAND TEXAS INDUSTRIAL 861 N. COLEMAN ST PROSPER, TX 75078 PH: 972.347.5659 | |
| CONTACT NAME: ROCKY HUSSMAN | |
| APPLICANT: CLAYMOORE ENGINEERING, INC. 1903 CENTRAL DRIVE, SUITE 406 BEDFORD, TX 76021 PH: 817.281.0572 | |
| CONTACT NAME: MATT MOORE | |
| LEGAL DESCRIPTION: LOT 8-11, BLOCK A, LOT 8, BLOCK B, PROSPER BUSINESS PARK AN ADDITION TO THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS AND BEING A PORTION OF THE COLLIN COUNTY SCHOOL SURVEY, ABSTRACT NUMBER 147, COLLIN COUNTY TEXAS | |
| CITY: TOWN OF PROSPER | STATE: TEXAS |
| COUNTY COLLIN | ABSTRACT NO. 147 |

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LEGEND

| | | | |
|---|--|---|--|
|  | PROPERTY LINE |  | PROPOSED RETAINING WALL |
|  | PROPOSED FIRE LANE ACCESS, DRAINAGE, AND UTILITY EASEMENT (F.A.D.U.E.) |  | EX. LIGHT POLE |
|  | PROPOSED EASEMENT LINE |  | EX. WATER METER |
|  | SETBACK LINE |  | EX. FIRE HYDRANT (FH) |
|  | EXISTING CONTOUR |  | EX. STORM MANHOLE |
|  | PROPOSED FIRE HYDRANT |  | EX. STORM INLET |
|  | PROPOSED SEWER MANHOLE |  | EX. SAN. SWR. MANHOLE |
|  | PROPOSED FIRE DEPT. CONNECTION |  | FACE OF WALL |
|  | PROPOSED WATER METER |  | 10' WIDE F.O.C. - F.O.C. LANDSCAPE ISLAND |
|  | PROPOSED CURB INLET |  | V.M.A. VISIBILITY, ACCESS AND MAINTENANCE EASEMENT |

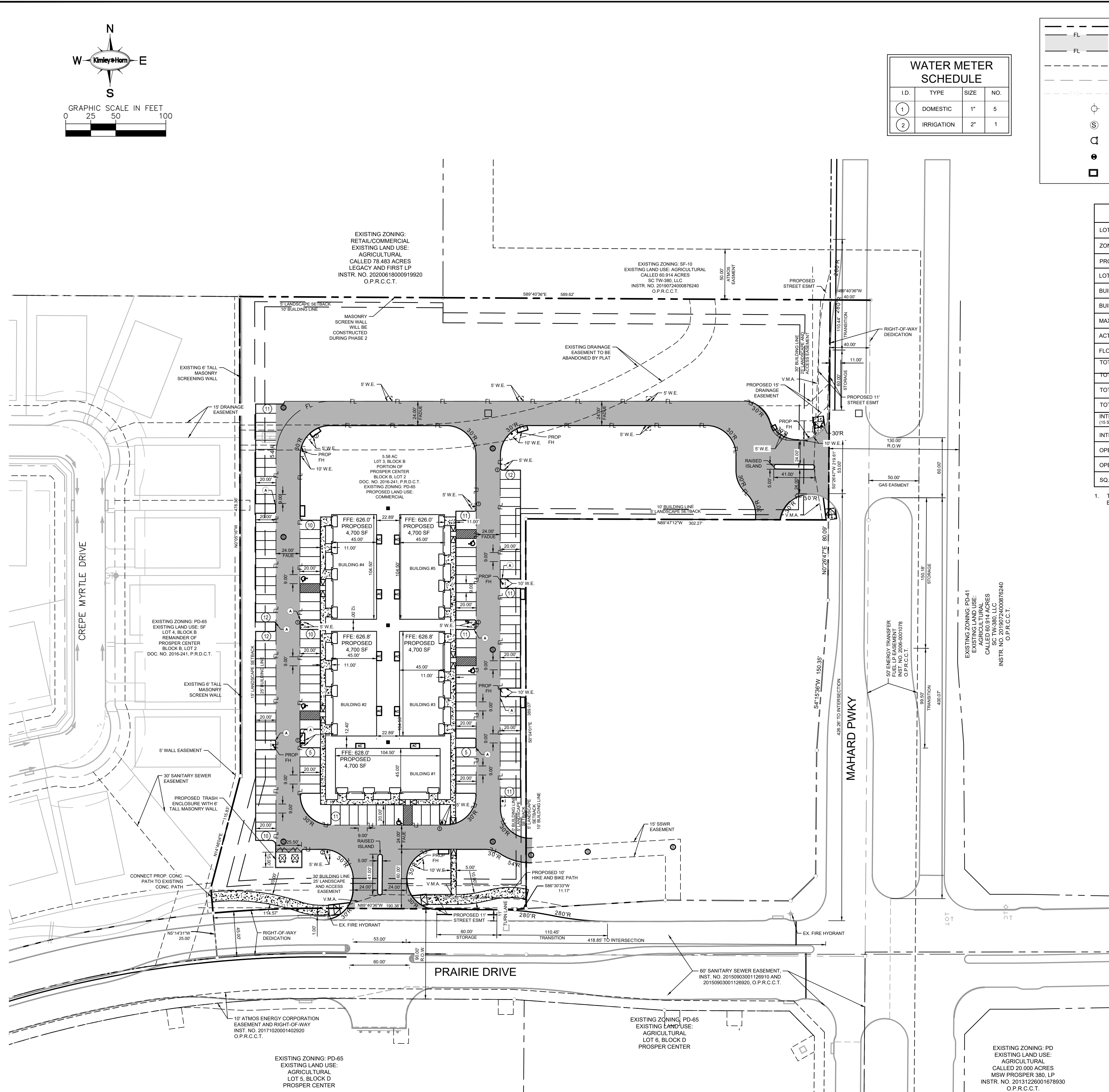
| SITE DATA SUMMARY TABLE | |
|---|------------------------------|
| LOT DESIGNATION | BLOCK A, LOT 2R |
| ZONING | O- OFFICE |
| PROPOSED USE | MEDICAL OFFICE |
| LOT AREA / SQ. FT. AND AC | 243,123 SF 5.58 AC |
| BUILDING FOOTPRINT | 21,885 SF |
| BUILDING HEIGHT | 1-STORY, 23 FT. MAX |
| MAX. ALLOWABLE LOT COVERAGE | 40% |
| ACTUAL LOT COVERAGE | 9% |
| FLOOR AREA RATIO | 0.09:1 |
| TOTAL PARKING REQUIRED | 88 SPACES |
| TOTAL HANDICAP REQUIRED | 4 SPACES |
| TOTAL HANDICAP PROVIDED | 5 SPACES |
| TOTAL PARKING PROVIDED | 142 SPACES |
| INTERIOR LANDSCAPING REQUIRED (15 SF FOR EACH PARKING SPACE) | 2,130 SQ. FT. |
| INTERIOR LANDSCAPING PROVIDED | 3,893 SQ. FT. |
| OPEN SPACE REQUIRED | 17,019 SF (7%) |
| OPEN SPACE PROVIDED | 20,005 SQ. FT. (8%) - NOTE 1 |
| SQ. FT. IMPERVIOUS SURFACE | 104,971 SQ. FT. |

TOWLING OF PROSPER SITE PLAN NOTES

REVISION TO THIS SITE PLAN WILL REQUIRE TOWN APPROVAL AND WILL REQUIRE REVISIONS TO ANY CORRESPONDING PLANS TO AVOID CONFLICTS BETWEEN PLANS.

- 1) DUMPSTERS AND TRASH COMPACTORS SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
- 2) OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
- 3) OUTDOOR LIGHTING SHALL COMPLY WITH THE LIGHTING AND GLARE STANDARDS CONTAINED WITHIN THE ZONING ORDINANCE, AND SUBDIVISION ORDINANCE.
- 4) LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN.
- 5) ALL ELEVATIONS SHALL COMPLY WITH THE STANDARDS CONTAINED WITHIN THE ZONING ORDINANCE.
- 6) BUILDINGS OF 5,000 SQUARE FEET OR GREATER SHALL BE 100% FIRE SPRINKLED. ALTERNATIVE FIRE PROTECTION MEASURES MAY BE APPROVED BY THE FIRE DEPARTMENT.
- 7) OCCUPANT NOTIFICATION PER THIS SECTION AND 907.5 SHALL BE REQUIRED FOR ALL NEW CONSTRUCTION, OR EXISTING CONSTRUCTION COMPLYING WITH THE INTERNATIONAL BUILDING CODE, FOR THE IMMEDIATE VENTING FOR FIREFIGHTING OPERATIONS OF TENANT SPACES, CHANGES IN OCCUPANCY, REPLACEMENT OR MODIFICATION OF THE EXISTING FIRE ALARM SYSTEM, OR AS REQUIRED BY THE FIRE CODE OFFICIAL, FOR ALL BUILDINGS OR SPACES PROVIDED WITH AN APPROVED AUTOMATIC FIRE ALARM SYSTEM.
- 8) FIRE LANES SHALL BE DESIGNED AND CONSTRUCTED PER TOWN STANDARDS OR AS DIRECTED BY THE FIRE DEPARTMENT.
- 9) TWO POINTS OF ACCESS SHALL BE MAINTAINED FOR THE PROPERTY AT ALL TIMES.
- 10) SPEED BUMPS/HURDLES ARE NOT PERMITTED WITHIN A FIRE LANE.
- 11) ALL EXISTING WALLS SHALL BE PROVIDED WITH 15 FEET OF ALL EXISTING WALLS OF ANY BUILDING FOR HOSE LAY REQUIREMENTS. AMENDMENT 503.1.1
- 12) THE FIRE LANE SHALL BE A MINIMUM OF 24 FEET WIDE. AMENDMENT 503.2.1
- 13) BUILDINGS MORE THAN 30 FEET IN HEIGHT ARE REQUIRED TO HAVE A MINIMUM OF A FOOT AND A HALF WIDE FIRE LANE. THE IMMEDIATE VENTING FOR FIREFIGHTING OPERATIONS OF THE BUILDING, ONE OF THE 26-FOOT WIDE FIRE LANES SHALL BE LOCATED A MINIMUM OF 15 FEET FROM THE BUILDING AND NO MORE THAN 30 FEET. APPENDIX D
- 14) THE INSIDE TURNING RADIUS OF THE 24-FOOT FIRE LANE SHALL BE A MINIMUM OF 30 FEET. AMENDMENT 503.2.4
- 15) THE INSIDE TURNING RADIUS OF THE 26-FOOT FIRE LANE SHALL BE A MINIMUM OF 30 FEET. AMENDMENT 503.2.4
- 16) DEAD-END FIRE LANES ARE ONLY PERMITTED WITH APPROVED HAMMERHEADS.
- 17) FIRE HYDRANTS SHALL BE PROVIDED AT THE ENTRANCES AND INTERSECTIONS. AMENDMENT 507.5.1
- 18) AS PROPERTIES DEVELOP, FIRE HYDRANTS SHALL BE LOCATED AT ALL INTERSECTING STREETS AND THE MAXIMUM SPACING SHALL BE EVERY 300 FEET (300' FOR NEW DEVELOPMENTS, AND FACILITIES OTHER THAN R3, R3 DEVELOPMENTS SHALL BE EVERY 500 FEET) (500' DISTANCES BETWEEN HYDRANTS SHALL BE MEASURED ALONG THE ROUTE THAT FIRE DEPARTMENT ENGINEERS DETERMINE TO BE THE MOST EFFICIENT HYDRANT-TO-HYDRANT, NOT AS THE "CROW FLIES". AMENDMENT 507.5.1
- 19) FIRE DEPARTMENT CONNECTION (FDC) FOR THE FIRE SPRINKLER SYSTEM SHALL BE LOCATED WITHIN 50 FEET OF A FIRE HYDRANT AND 50 FEET OF A FIRE LANE. 5' STORAGE SPACE DOWNWARD FROM THE APPROVED FDC. AMENDMENT 507.5.1
- 20) FIRE HYDRANTS SHALL BE LOCATED 2 FOOT (2') TO 6 FOOT (6') BACK FROM THE CURB OR FIRE LANE AND SHALL NOT BE LOCATED IN THE BULB OF A CUL-DE-SAC. AMENDMENT 507.5.1
- 21) THERE SHALL BE A MINIMUM OF TWO (2) FIRE HYDRANTS SERVING EACH PROPERTY WITHIN THE PRESCRIBED DISTANCES LISTED ABOVE. A MINIMUM OF ONE FIRE HYDRANT SHALL BE LOCATED ON EACH LOT. AMENDMENT 507.5.1
- 22) A MINIMUM 10-FOOT WIDE PARKING SPACE SHALL BE PROVIDED ALONG A BUILDING FOR ADEQUATE FIRE DEPARTMENT ACCESS. A CONTINUOUS ROW OF PARKING AND LANDSCAPING SHALL BE CONSIDERED A BARRIER. AMENDMENT 503.1.1
- 23) THE MAXIMUM DEAD-END CUL-DE-SAC LENGTH SHALL NOT EXCEED SIX HUNDRED FEET AS MEASURED FROM THE CENTERLINE OF THE INTERSECTION STREET TO THE CENTER POINT OF THE RADIUS. AMENDMENT 503.1.5
- 24) ONE- AND TWO-FAMILY DWELLINGS AUTOMATIC FIRE SYSTEMS. AUTOMATIC FIRE PROTECTION SYSTEMS PER NFPA 13D OR NFPA 13R SHALL BE PROVIDED IN ALL ONE- AND TWO-FAMILY DWELLINGS WITH A CONDITIONED FLOOR AREA OF 5,500 SQUARE FEET (511 M2) OR GREATER, DWELLINGS THREE (3) STORIES OR GREATER, OR DWELLINGS EXCEEDING THIRTY-FIVE FEET (35') FROM GRADE. IRC-2015 AMENDMENT R313.2
- 25) HANDICAPPED PARKING AREAS AND BUILDING ACCESSIBILITY SHALL CONFORM TO THE AMERICANS WITH DISABILITIES ACT (ADA) AND WITH THE REQUIREMENTS OF THE CURRENTLY ADOPTED BUILDING CODE.
- 26) ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL.
- 27) ALL FENCES AND RETAINING WALLS SHALL BE SHOWN ON THE PRELIMINARY SITE PLAN AND ARE SUBJECT TO BUILDING OFFICIAL APPROVAL.
- 28) ALL EXTERIOR BUILDING MATERIALS ARE SUBJECT TO BUILDING OFFICIAL APPROVAL, AND SHALL CONFORM TO THE APPROVED BUILDING CODE REQUIREMENTS.
- 29) SIDEWALKS OF NOT LESS THAN SIX (6) FEET IN WIDTH ALONG THOROUGHFARES AND COLLECTORS AND FIVE (5) FEET IN WIDTH ALONG RESIDENTIAL STREETS AND BULKHEAD FREE RAMPS AT ALL CURB CROSSINGS SHALL BE PROVIDED PER TOWN STANDARDS.
- 30) APPROVAL OF THE SITE PLAN IS NOT FINAL UNTIL ALL ENGINEERING PLANS ARE APPROVED BY THE ENGINEERING SERVICES DEPARTMENT.
- 31) SITE PLAN APPROVAL IS NOT SUBJECT TO THE TOWN'S RELEASE.
- 32) ALL NEW ELECTRICAL LINES SHALL BE INSTALLED AND/OR RELOCATED UNDERGROUND.
- 33) ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW IN ACCORDANCE WITH THE ZONING ORDINANCE.
- 34) EASEMENTS EXCEPT FOR EASEMENTS THAT ARE NOT OF ANY OTHER TYPE OF EASEMENT.
- 35) IMPACT FEES WILL BE ASSESSED IN ACCORDANCE WITH THE LAND USE CLASSIFICATION(S) IDENTIFIED ON THE SITE DATA SUMMARY TABLE; HOWEVER, CHANGES TO THE PROPOSED LAND USE AT THE TIME OF CO AND/OR FINISH-OUT WORK MAY RESULT IN AN INCREASED IMPACT FEE. THE TOWN'S REQUIREMENTS.
- 36) THE APPROVAL OF A SITE PLAN SHALL BE EFFECTIVE FOR EIGHTEEN (18) MONTHS FROM THE DATE THAT THE PRELIMINARY SITE PLAN IS APPROVED BY THE PLANNING & ZONING COMMISSION. THE TOWN'S REQUIREMENTS. THE TOWN'S REQUIREMENTS. SUBMITTED AND RECEIVED THE APPROVAL OF A SITE PLAN BY THE OF ENGINEERING PLANS AND BUILDING PERMITS. IF THE ENGINEERING PLANS AND BUILDING PERMITS ARE APPROVED, THE TOWN'S REQUIREMENTS. TOGETHER WITH ANY PRELIMINARY SITE PLAN FOR THE PROPERTY, IS NULL AND VOID.

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| <p>TREE SURVEY NOTE</p> <p>NO TREES ARE LOCATED ON-SITE AT THE TIME OF THIS SITE PLAN SUBMITTAL.</p> |
|---|



XREF: g236 - XREF: A-UI - XREF: SStc - XREF: SStc-ADJ - XREF: andY - XREF: SStc-EX-PC-RW - XREF: SStc-MHPK - XREF: dsmi - XREF: A-UI-EX - XREF: SStc-Strm - XREF: SStc-EX - XREF: Mach
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 XREF: g236 - XREF: A-UI - XREF: SStc - XREF: SStc-ADJ - XREF: andY - XREF: SStc-EX-PC-RW - XREF: SStc-MHPK - XREF: dsmi - XREF: A-UI-EX - XREF: SStc-Strm - XREF: SStc-EX - XREF: Mach

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