

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN
OF PROSPER, TEXAS, AND PAS PROPERTY ACQUISITION
SERVICES, LLC FOR THE FIRST STREET (COLEMAN - CRAIG)
PROJECT (PRJ# 2305-ST)**

This Agreement for Professional Services, hereinafter called "Agreement," is entered into by the **Town of Prosper, Texas**, a municipal corporation, duly authorized to act by the Town Council of said Town, hereinafter called "Town," and PAS Property Acquisition Services, LLC (PAS), a company authorized to do business in Texas, acting through a duly authorized officer, hereinafter called "Consultant," relative to Consultant providing professional services to Town. Town and Consultant when mentioned collectively shall be referred to as the "Parties."

WITNESSETH:

WHEREAS, Town desires to obtain professional services in connection with the **FIRST STREET (COLEMAN - CRAIG) PROJECT (PRJ# 2305-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 the "Right of Way and Acquisition Services Proposal" dated May 11, 2026 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 fifteen thousand dollars (\$215,000.00) for the Project as set forth and described in **Exhibit B - Compensation Schedule** and incorporated herein as if written word for word. Lump sum fees shall be billed monthly based on the percentage of completion. Hourly not to exceed fees shall be billed monthly based on hours of work that have been completed. Direct Costs for expenses such as mileage, copies, scans, sub-consultants, and similar costs are included in fees and shall be billed as completed.

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

notice to Town, suspend professional services until paid.

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

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

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

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

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

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

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

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

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

Thomas J. Walden, Jr.
Sr. Project Manager
12770 Coit Rd, Ste 830
Dallas, TX 75251
thomas@pascorp.net

Town of Prosper
Mario Canizares, Town Manager
PO Box 307
Prosper, TX 75078
mcanizares@prospertx.gov

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

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

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

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

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

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

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

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

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

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

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

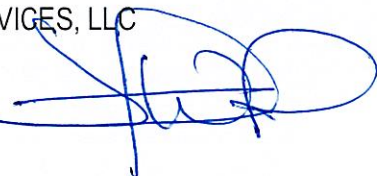
21. **PROHIBITION ON CONTRACTS WITH CERTAIN COMPANIES PROVISION.** In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that Contractor is not on a list maintained by the State Comptroller's Office prepared and maintained pursuant to Section 2252.153 of the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

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

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

PAS PROPERTY ACQUISITION
SERVICES, LLC

TOWN OF PROSPER, TEXAS

By: 

By: Signature

Thomas Walden
Printed Name

Mario Canizares
Printed Name

Sr. Project Manager
Title

Town Manager
Title

May 11, 2026
Date

Date

**EXHIBIT A
SCOPE OF
SERVICES**

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN
OF PROSPER, TEXAS, AND PAS PROPERTY ACQUISITION
SERVICES, LLC FOR THE FIRST STREET (COLEMAN - CRAIG)
PROJECT (PRJ# 2305-ST)**

I. PROJECT DESCRIPTION

FIRST STREET WIDENING PROJECT

II. TASK SUMMARY

See Scope of Service in "Right of Way and Acquisition Services Proposal" as incorporated herein.

Right-of-Way
And
Acquisition Services
Proposal

For

First Street Widening Project
Town of Prosper

Property Acquisition Services, LLC
12770 Coit Road, Suite 830
Dallas, TX 75251
972-490-3700 office
972-490-3719 fax



May 11, 2026

Alexis Turner, PE
Town of Prosper
250 W. First Street 75078
Prosper, Texas 75078

Re: Proposal to provide right-of-way acquisition and relocation services in conjunction with the widening of First Street in conjunction with the Town of Prosper.

Dear Ms. Turner:

Property Acquisition Services, LLC. (PAS) hereby submits this proposal per your request for the purpose of providing right-of-way acquisition and relocation services to the Town of Prosper under the terms of a Professional Services Agreement. In conjunction with the First Street fee/easement acquisition, PAS submits the following pricing:

PER PARCEL FEE ACQUISITION w/ TCE/Drainage/Street Easement

Acquisition of 20 parcels @ \$5,500.00/parcel	\$110,000.00
• Scope of Service Section 4, 6 & 8	
Relocation Services: 2 parcels @ \$6,000.00/parcel	\$ 12,000.00
• Scope of Service Section 7	

TITLE/APPRAISAL PER PARCEL FEE

Title Service Costs of 20 parcels @ \$500.00/parcel (Curing Title)	\$ 10,000.00
• Scope of Services Section 2	
Appraisal Services of 20 parcels @ \$3,000.00 ⁱ /parcel	\$ 60,000.00
• Scope of Services Section 3	

HOURLY BILLING

Condemnation/Eminent Support: 100 hours @ Hourly Rate	\$ 8,000.00
• Section 5	
Project Management: 100 hours @ Hourly Rate	\$ <u>15,000.00</u>
Section 1 & 9	

Total Cost of Acquisition \$ 215,000.00

Additional Services Not included in the proposal:

1. Closing costs that will be comprised of the Abstract Fee, Escrow Fee, Recording Fee and the Policy Premium will be invoiced on the settlement statement from the title company and included in the funding request for each parcel. These fees are all based of the amount of the closing and will vary per parcel.
2. If we are not successful in acquiring by deed and condemnation proceedings are necessary any expert witness/testimony, attorney fees, filing fees or any updated appraisal fees will be additional and invoiced separately.
3. If any parcels require relocation benefits to be paid to owners/tenants these funds will be requested separately from the acquisition payments of the project.

All parcels will be billed as follows:

Acquisition Fee Billing

Initial Offer	50% per parcel price
Submission of signed Deed/ Easement or Final Offer Letter	40% per parcel price
Closing Package or Submission of Condemnation Package	10% per parcel price

Relocation Fee Billing

Delivery of 90 Day Notice	50% per parcel price
Submission of First Payment Submission	40% per parcel price
Closing of File	10% per parcel price

Appraisal

Delivery of approved Appraisal	100% per parcel price
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Title Services

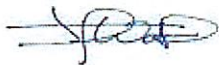
Obtain Title Commitment	50% per parcel price
Title Policy in the Town of Prospers Name	50% per parcel price

Hourly Billing

Sr. Project Manager.....	\$150.00/hr
Right of Way Agent.....	\$115.00/hr
Eminent Domain Specialist.....	\$80.00/hr
Clerical.....	\$60.00/hr

Thank you for allowing PAS the opportunity to submit this proposal to assist you with your right of way needs. Please contact us at (972) 490-3700 if we can answer any questions or be of further assistance.

Sincerely,



Thomas Walden

SCOPE OF SERVICES

1. Pre-Negotiation
 - a. Contact Property Owners
 1. Verify the owner's information and obtain preliminary information.
 - b. Informal Notice to Owners
 1. Mail information letter and Bill of Rights to all property owners.
2. Title/Title Abstract
 1. Open Title Commitment/Limited Title Certificate
 2. Send metes and bounds to Title Company, or research property owner information on the County Appraisal District.
 - b. Receive & Review Title Commitment/Limited Title Certificate
 1. Make copies of commitments and all documents and create a file system.
 2. Review ownership, Schedule B, and Schedule C items.
 - c. Submit Title Commitment/Limited Title Certificate to Client and appraiser.
 - d. Agents will work to cure title concerns listed on Sched C of the title commitment to allow for closing at a local title company.
3. Appraisal/Property Valuation
 - a. Order Appraisal
 1. Send metes and bounds and parcel sketches to appraiser to begin the appraisal process. Appraiser will send out certified contact letter and begin the appraisal process. Appraiser will afford all owners the right to meet on site during inspection. ROW agents will accompany the appraiser at initial meetings during site inspections.
 - b. Review Appraisal and Send to Client
 1. Preliminary review of appraisal and enter information into project database.
 - c. Client Approval of appraisal/property valuation
4. Negotiation
 - a. Written Offer
 1. Review the ROW-A-10 and appraisal, prepare offer and present offer along with appraisal, acquisition booklet and 90-day notice.
 - b. Negotiations, Contact, and Reports
 1. Meet with property owners over the days to discuss concerns, review information supplied by owners and review the right of way maps and schematics if necessary.
 2. Prepare negotiator logs and maintain files on the acquisition process and progress, documenting all pertinent information.

- c. Receive Counter Offer
 - 1. Review contents of counter for correct information; prepare Client forms for counter offer outlining State's offer and property owner's request.
- d. Submit Counter Offer to Client for review
 - 1. Send packet to Client requesting review of the counter offer information.
 - 2. Client will review the information provided, including a recommendation from the provider, to determine the result of the counter offer.
- e. Receive and Send out Counter Denial Letter
 - 1. Once the counter has been denied from Client, prepare the denial of counter offer letter, along with final offer letter and deliver to owner.
- f. Final Offer
 - 1. During the 14 days of waiting for the final offer to expire, start gathering information needed to proceed to condemnation.
- 5. Condemnation
 - a. Assist the Town of Prosper's attorney as requested
- 6. Funding
 - a. Request Updated Title
 - b. Submit signed document and required information to Client for submission of check request for the deed parcel.
 - 1. Cure all title and encumbrances affecting title to property.
 - c. Attend closing on behalf of the Client at a title company or conduct a field closing.
- 7. Relocation
 - a. Perform initial interview with owner/tenants to research the needs for each business affected by the acquisition
 - b. Explain Relocation Benefits Package and Coordinate Move
 - 1. Meet with the owner/tenants and discuss the benefits they are eligible to receive.
 - c. 90-Day Notice to Displacee
 - 1. Prepare 90 Day Notice and send to owner/tenants affected by the whole acquisition along with the relocation booklet.
 - d. Issue 30-day notice
 - 1. Once the property is acquired, it is the relocation agent's responsibility to notify the owner/tenant on the parcel.
 - 2. The agent will prepare and send a 30-day notice to vacate the displacement property to each of the owner/tenants.
 - 3. The relocation agent will also confirm that the owner/tenant has also been issued a 30-day notice, through the acquisition department.
 - 4. Once the 30-day has been issued the owner/tenant will start finalizing their plans for moving and the agent will be responsible for monitoring each individual owner/tenant move.

- e. Moving and Monitoring the Move
 - 1. Obtained moving estimates on moving the personality of each owner/tenant.
 - 2. Monitor each move under the circumstance which the owner/tenant chooses to move, whether it is Actual Cost move or Negotiated Self Move.
 - 3. Receive and verify Reestablishment expenses for each of the owner/tenants. Submit the expenses for reimbursement.
- f. Submit Vacate Form to Client
 - 1. Verify vacancy and send the proper form to client on each of the owner/tenants and the owner when they have each individually vacated the parcel.
- g. Process Moving Reimbursement
 - 1. Agent will process the paperwork necessary to reimburse the owner/tenants for any moving and reestablishment benefits they are entitled to.
 - 2. Once the checks are received from the Client, a separate agent not affiliated with this parcel will deliver the check to the displacee and get a receipt signed for delivery of the check.
- h. Deliver the check receipt to Client
 - 1. Submit closing package to the Client.
- 8. Closing Service
 - a. Compile all documents and submit closing package to the Client
 - 1. Review all files, compile all documentation and present the final file to the Client.
- 9. Project Management
 - a. Create a cost analysis for proposed right of way parcels based on the CAD tax rolls
 - 1. Compile data and create a spreadsheet to establish a cost basis for the proposed right of way.
 - b. Build database to track project
 - c. Create working files for each parcel
 - d. Attend status meetings

ⁱ Appraisal fee is based on an average of different property types. The appraiser has agreed to hold the fees the same for all parcels if awarded the project.

**EXHIBIT B
COMPENSATION SCHEDULE**

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN
OF PROSPER, TEXAS, AND PAS PROPERTY ACQUISITION
SERVICES, LLC FOR THE FIRST STREET (COLEMAN - CRAIG)
PROJECT (PRJ# 2305-ST)**

I. COMPENSATION SCHEDULE

Task	Completion Schedule	Compensation Schedule
Notice-to-Proceed		
Task 1 – Title Services	June, 2026	\$10,000
Task 2 – Appraisal Services	August, 2026	\$60,000
Task 3 - Acquisition Services/Proj. Mgmt.	December, 2027	\$125,000
Task 4 – Relocation Services	December, 2027	\$12,000
Task 5 – Condemnation Services	December, 2027	\$8,000
Total Compensation		\$215,000

II. COMPENSATION SUMMARY

Basic Services (Lump Sum)	Amount
Task 1 – Title Services	\$10,000
Task 2 – Appraisal Services	\$60,000
Task 3 – Acquisition Services/Project Management	\$125,000
Task 4 – Relocation Services	\$12,000
Total Basic Services:	\$207,000

Special Services (Hourly Not-to-Exceed)	Amount
Condemnation Services	\$8,000
Total Special Services:	\$0

Direct Expenses	Amount
Total Direct Expenses:	

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

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY	
Date Received	

1 Name of vendor who has a business relationship with local governmental entity.

PAS Property Acquisition Services, LLC

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 *Mark Hendrick*
Signature of vendor doing business with the governmental entity

5-8-26
Date