

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND TNP
FOR THE TANNER MILL PARK PROJECT (PRJ# 2108-PK)**

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 Teague Nall and Perkins, Inc. (TNP), 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."

WITNESSETH:

WHEREAS, Town desires to obtain professional engineering services in connection with the **TANNER MILL PARK Project (Prj# 2108-PK)**, 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 **Seventy-Four-Thousand-Seven-Hundred Dollars (\$74,700)** 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:

TNP
William H. Smith, Director
5237 N. Riverside Drive
Fort Worth, TX 76137
bsmith@tnpinc.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 29th day of April, 2021

TNP

TOWN OF PROSPER, TEXAS

By: 

Signature
William H. Smith
Printed Name
Director of Landscape Architecture
Title
April 29, 2021
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 TNP
FOR THE TANNER MILL PARK PROJECT (PRJ# 2108-PK)**

I. PROJECT DESCRIPTION

Design of improvements, as listed below, for an 8-acre park site in Prosper, Texas with an estimated construction budget of \$750,000 to include:

1. A single playground area for both ages 2-5 and 5-12 with a poured-in-place rubberized surface.
2. Prefabricated pavilion(s) with interior lighting and concrete pads.
3. Chain-link backstop(s).
4. Landscaping to include trees, turf, and possibly shrubs or groundcover.
5. Automatic underground irrigation system.
6. A high-school size concrete basketball court.
7. A two or three bay swing set
8. Concrete sidewalks.
9. Site amenities to possibly include benches, trash receptacles, water fountains, etc.

II. TASK SUMMARY

Task 1 – 30% Design

- A. Attend a kick-off meeting and site visit with the PARD.
- B. Prepare a colored site plan of the park for the Town website and Park Board, showing all programmed elements listed above located on the plan along with inspirational images of park elements.
- C. Attend a virtual meeting with the Town to review the plans and receive comments.
- D. Perform quantity take off and submit opinion of probable construction cost (OPCC).
- E. Civil Engineering:
 - a. Attend project kickoff meeting with Town Staff.
 - b. Review and research previously prepared construction plan record documents and other pertinent information related to proposed improvements.
 - c. Evaluate the site drainage. The drainage evaluation will be limited to the general drainage pattern for the proposed improvements to provide positive drainage. Prepare schematic level drainage improvement layout. Detailed grading and drainage improvements will not be prepared at this stage.
 - d. Meet with Town staff to discuss and review the concept plan.

Task 2 - 90% Construction Documents

Park elements listed above shown and dimensioned on 22" x 34" pdf sheets:

- A. **Landscape Plan** showing plant material, details, notes, and specifications
- B. **Irrigation Plan** showing irrigation equipment details, notes, and specifications
- C. **Structural Engineering** details for the pavilion footings, basketball court, and backstop footings
- D. **OPCC** - Perform quantity take off and submit opinion of probable construction cost.
- E. **Civil Engineering:**
 1. Upon Town concurrence with the concept plans, the CONSULTANT will incorporate necessary changes and produce a pre-final (90%) plan set consisting of the following plans:

- a. **General Notes Sheet:** A general notes sheet will be prepared to include Town standard general notes and any applicable general notes by the Consultant.
- b. **Topographic Survey Sheet** (*to be provided by Town*): A topographic sheet will include the existing improvements including existing contours. Horizontal and vertical control points will be shown including datum information.
- c. **Site Demolition/Erosion Control Plan:** A combined site demolition and erosion control plan will be prepared identifying site features to be removed and/or relocated. There will be no demolition plan if there are no existing improvements to be removed within the proposed improvements. If utility relocation is required within the limits of improvement, this service will be provided as part of an additional service. Any necessary relocation of electrical, telephone, or gas will be covered by general notes. The plan will identify the temporary erosion control devices needed for this site. A project specific SW3P is not anticipated and shall be the responsibility of the contractor.
- d. **Site/Paving/Dimension Control Plan:** A combined site, paving, and dimension control plan will be prepared which will include the following information:
 - 1. Site data, site layout, dimensions, callouts, and notes as necessary to define the horizontal location of the proposed improvements.
 - 2. A computer-generated horizontal control point table will include all elements of the site, including pavement corners, curve data, and any necessary elements requiring precise control for the basketball court, playgrounds, pavilions, and other surface features.
 - 3. Areas of proposed pavement. Pavement section designs will be based on geotechnical recommendations and /or Town of Prosper design standards.
- e. **Grading Plan:** A grading plan will be prepared showing proposed site and paving elevations to include existing contours, essential proposed contours, and spot elevations.
- f. **Drainage Plan:** A drainage plan will be prepared showing proposed drainage improvements for the playgrounds. This plan will include additional inlets if required to collect surface drainage. The plans will not include profiles of storm sewer lines or storm sewer inlet/pipe calculations. A drainage area map will not be provided with this project. It is assumed that the existing storm sewer system has capacity to receive flows from this project and that the record drawings for the existing storm sewer system surrounding the proposed park site include hydraulic calculations which will be reviewed as part of the storm sewer design.
- g. **Detail Sheets:** To include applicable paving, drainage, and erosion control details.
 - 2. Identify and prepare technical specifications for items not covered by the Town standard specifications and NCTCOG standards specifications.
 - 3. Prepare bid proposal of applicable pay items for contractor to fill/present bid prices. It is understood that the Town will prepare the contract book.
 - 4. CONSULTANT will submit pdf copies (22"x34") of plans.
 - 5. Meet with Town staff to review comments.

Task 3 – 100% Construction Documents

Prepare bid-ready drawings with proposed park elements shown, labeled, dimensioned, and detailed, to include specifications.

- A. Landscape Plan showing plant material and details
- B. Irrigation Plan showing irrigation equipment and details
- C. Structural Engineering details for the pavilion footings, basketball court, and backstop footings.
- D. Civil Engineering (*Hardscape and Grading Plans*) - Upon receipt of Town review comments on the pre-final (90%) plans, CONSULTANT will incorporate necessary changes and produce final (100%) bid documents. The bid documents will include final signed and sealed construction plans. The CONSULTANT will also submit final Engineer's opinion of probable construction cost.
- E. TDLR Plan Review and Inspection by Registered Accessibility Specialist.

Task 4 – Bid Phase Services

The Town will be responsible for advertisement of the project in the Local Paper and uploading plans to online bidding platform. The CONSULTANT will:

- A. Deliver signed and sealed, bid-ready plans and specifications to the Town
- B. Answer RFIs
- C. Prepare addenda as needed
- D. Attend a pre-bid meeting
- E. If needed, provide a post-bid conformance set to the Town.

Task 5 – Construction Phase Services

- A. If required by Town, provide construction observation services to clarify design concepts or assist with solutions needed to overcome obstacles in construction or to study and evaluate possible practical alternative solutions. Up to two (2) site visits are included in the scope of services.
- B. Clarifications and Interpretations: Issue clarifications and interpretations of the Contract documents to Town as appropriate to the orderly completion of contractor's work. Such clarifications and interpretations will be consistent with the intent of the Contract Documents. Field Orders authorizing variations from the requirements of the Contract Documents will be made by Town.
- C. 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 Document 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.

Task 6 – Record Drawings

Prepare and deliver to the Town electronic copies of As-Built drawings in AutoCAD and PDF based on field changes made during construction and any notes or marked up plans provided by the Contractor.

Assumptions, Exclusions, and Additional Services:

The intent of this scope of services is to include only the services specifically listed herein. Services specifically excluded from this scope of services include, but are not necessarily limited to the following:

1. Geotechnical Engineering (by others) to include:
 - a. One deep site boring
 - b. Pavilion column Drill shaft foundation recommended end bearing material and depth of embedment. Allowable drill shaft end bearing capacity and skin friction for compression and tension uplift conditions.
 - c. Basketball court slab design criteria for both rigid slab and post tension slab design PTI design parameters (em and ym values) and soil subgrade preparation to limit vertical movement to 1 ½" or

- less. For Slab on Grade design by WRI BRAB report we will need an estimated Effective Soil PI.
2. Topographic Survey (by others) to include:
 - a. Back of curb
 - b. Sidewalk and ramps
 - c. Inlets (top and flow line)
 - d. Curb inlets and drop inlets
 3. Parking improvements;
 4. The storm drain plans will not include profiles of storm sewer lines or storm sewer inlet/pipe calculations;
 5. Preparation of contract book for bidding. It is understood that the Town will prepare the contract book and provide front end documents. Consultant to provide bid tab and specs;
 6. This project will be designed and constructed as a single phase. Should phasing of the construction plans be requested, this can be provided as an additional service;
 7. Electrical, gas, and franchise utility design;
 8. Storm Water Pollution Prevention Plan. This can be provided as an additional service if requested;
 9. Subsurface Utility Engineering (SUE);
 10. Illumination Design;
 11. Marketing Exhibits;
 12. CLIENT requested revisions to the proposed layout occurring after start of 90% civil design;
 13. Preparation of Traffic Control Plans, if needed, shall be provided by Contractor;

III. DELIVERABLES

Task 1 - 30% Design	Colored site plan and a series of images
Task 2 – 90% CDs	90% Construction Documents
Task 3 – 100% CDs	Signed and sealed bid-ready pdf drawings
Task 4 – Bid Phase Services	Answered RFIs
Task 5 – Construction Phase Services	Punch List
Task 6 - Record Drawings	One (1) PDF copy of each sheet of the record drawings One (1) DWG of the record drawings base map

**EXHIBIT B
COMPENSATION SCHEDULE**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND TNP
FOR TANNER MILL PARK PROJECT (PRJ# 2108-PK)**

I. COMPENSATION SCHEDULE

Task	Completion Schedule	Compensation Schedule
Notice-to-Proceed	Month Year	
Task 1 - 30% Design	July 2021	\$10,300
Task 2 - 90% CDs	October 2021	\$31,200
Task 3 – 100% CDs	December 2021	\$24,800
Task 4 – Bid Phase Services	January 2022	\$1,900
Task 5 – Construction Phase Services	Feb -July 2022	\$5,000
Task 6 - Record Drawings	Dec 2022	\$1,000
Total Compensation		\$74,200

II. COMPENSATION SUMMARY

Basic Services (Lump Sum)	Amount
Task 1 - 30% Design	\$10,300
Task 2 - 90% CDs	\$31,200
Task 3 - 100% CDs	\$24,800
Task 4 - Bid Phase Services	\$1,900
Task 5 – Construction Phase Services	\$5,000
Task 6 - Record Drawings	\$1,000
Total Basic Services:	\$74,200

Special Services (Hourly Not-to-Exceed)	Amount
None	\$0
Total Special Services:	\$0

Direct Expenses	Amount
Printing/ Mileage	\$500
Total Direct Expenses:	\$500

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 D
CONFLICT OF INTEREST AFFIDAVIT

PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND TNP
FOR THE TANNER MILL PROJECT, (PRJ# 2108-PK)

THE STATE OF TEXAS §
COUNTY OF TARRANT §

I, William H. Smith, a member of the Consultant team, make this affidavit and hereby on oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision on the Project (Check all that apply):

- Ownership of 10% or more of the voting shares of the business entity.
Ownership of \$25,000.00 or more of the fair market value of the business entity.
Funds received from the business entity exceed 10% of my income for the previous year.
Real property is involved, and I have an equitable or legal ownership with a fair market value of at least \$25,000.00.
A relative of mine has substantial interest in the business entity or property that would be affected by my decision of the public body of which I am a member.
Other:
[X] None of the Above.

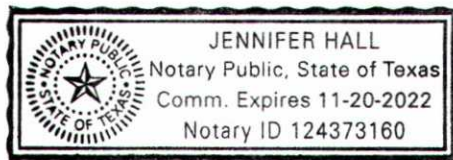
Upon filing this affidavit with the Town of Prosper, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573 of the Texas Government Code, is a member of the public body which took action on the agreement.

Signed this 21st day of April, 2021

Signature of Official / Title


BEFORE ME, the undersigned authority, this day personally appeared and on oath stated that the facts hereinabove stated are true to the best of his / her knowledge or belief.

Sworn to and subscribed before me on this 21st day of April, 2021.



Signature of Notary Public in and for the State of Texas
My Commission expires: 11-20-2022

**EXHIBIT E
CONFLICT OF INTEREST QUESTIONNAIRE**

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor doing business with local governmental entity		OFFICE USE ONLY
<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>	<p>Date Received</p>	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> <p align="center">None</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">_____</p> <p 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>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>		
<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> <p align="center">  _____ Signature of vendor doing business with the governmental entity </p> <p align="right"> _____ Date </p>	<p align="center">April 29, 2021</p>	