

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND Halff Associates, Inc.
FOR THE US380 GREEN RIBBON LANDSCAPE ENHANCMENTS, PROJECT (2150-PK)**

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 **Halff 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."

WITNESSETH:

WHEREAS, Town desires to obtain professional engineering services in connection with the **US380 GREEN RIBBON LANDSCAPE ENHANCMENTS, Project (2150-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 Ninety-Five Thousand Dollar and Zero Cents (\$95,000.00) 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:

Half Associates, Inc.
Kirk M. Wilson, PLA, LI
Team Leader & Director of Fort Worth
Landscape & Planning
4000 Fossil Creek Blvd
Fort Worth, Texas 76137
kwilson@half.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).

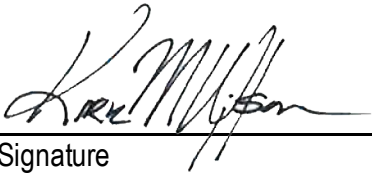
19. **“Anti-Israel Boycott” Provision.** In accordance with Chapter 2270, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it: (1) does not boycott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

Half Associates, Inc.

TOWN OF PROSPER, TEXAS

By: 
Signature

By: _____
Signature

Kirk M. Wilson
Printed Name

Harlan Jefferson
Printed Name

Director of Fort Worth Landscape & Planning
Title

Town Manager
Title

11-12-2021
Date

Date

**EXHIBIT A
SCOPE OF SERVICES**

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE TOWN OF PROSPER, TEXAS & HALFF ASSOCIATES, INC.
FOR
US380 GREEN RIBBON LANDSCAPE ENHANCMENTS PROJECT (2150-PK)**

I. PROJECT DESCRIPTION

Halff Associates, Inc. (Halff) will prepare landscape and irrigation plans for the Town of Prosper, Texas (Town) for the medians along US 380 between Lovers Lane in Prosper, Texas and Mahard Parkway in Frisco, Texas (approximately 2.25 miles). The landscape design shall replicate the planting patterns found along US 380 east of this proposed project. The project is funded through the 2022 TxDOT Green Ribbon Program.

II. PROJECT MANAGER (LUMP SUM)

Halff Associates, Inc
Kirk M. Wilson, PLA, LI
Team Leader, Director of Fort Worth LA
4000 Fossil Creek Blvd
Fort Worth, TX 75081
817-764-7447
kwilson@halff.com

III. BASIC SERVICES

Task 1 - Project Management

a. Internal Team Meetings

Halff will conduct internal team meetings as required by the project. The internal team meetings will include internal coordination of project processes, program items and schedules.

b. Communications and Reporting

1. Kickoff Meeting

Halff will conduct a kickoff meeting the Town of Prosper, the City of Frisco and TxDOT to confirm the projects goals and objectives, project budget and project schedule. Notes will be taken by Halff at this meeting to record items discussed and decisions made and will be delivered in digital format to the Town of Prosper.

2. Design Submittal Review Meetings

Halff will conduct a design submittal review conference calls with Town staff members to discuss all comments related to the project at the 30%, 60%, 95% and 100% submittal milestones. Notes will be taken by Halff at these meetings to record items discussed and decisions made and will be delivered in

digital format to the Town of Prosper.

3. Irving Water District Coordination Meetings:

Halff will conduct no more than two (02) virtual project coordination meeting with the Irving Water District staff. Notes will be taken by Halff at these meeting to record items discussed and decisions made and will be delivered in digital format to the Town of Prosper.

The meeting and submittal milestones shall be as follows:

- (01) Kickoff meeting with Town of Prosper and Texas Department of Transportation
- (02) Design coordination meeting with Irving Water District
- (01) 30% Schematic Design Review – Conference Call
- (01) 60% Design Review - Conference Call
- (01) 95% Design Review - Conference Call
- (01) 100% Final Design Submittal

Total Seven (07) Meetings

Task 2 - Data Compilation

a. Base Map

Compile the digital information provided by the Town during the data gathering exercises into a base plan for use during the planning and design activities. This base plan will identify the location of existing streets; existing wet and dry utilities; vegetation; and existing topography. Location of existing underground utilities will be determined using the GIS utility files provided but the Town of Prosper.

Task 3 – 30% Schematic Design

a. Site Investigation

After receipt of the site base Halff will conduct one (01) site investigation study related to the site visit to confirm all existing improvements have been included on the base plan.

b. 30% Schematic

Based upon the site inventory, site analysis, and the project kick-off meeting, Halff will update the landscape schematic plan prepared as a part of the application process to help communicate the design intent and vision of the project.

c. Town Review Meeting

Halff will conduct one (01) 30% Schematic review meeting with the Town to present and review the proposed schematic plan. The time and place of the meetings will be organized and set up by Town of Prosper.

d. Final 30% Schematic Plan

Based upon comments received from Town staff, Halff will refine the 30% schematic plan. Final 30% schematic plan will be a colored rendered plan for use at the Town Council presentation. The final 30%

schematic plan shall be the basis for the development of construction documents.

e. Cost Estimating

The opinion of probable construction cost prepared for the grant application will be updated and submitted with to the 30% schematic plan. Estimate shall be updated using unit costs from recent TxDOT bid results for similar projects.

Task 4 - Construction Document Preparation

Based on the 30% schematic plan approved by the Town, Halff shall prepare, for approval by TxDOT, a complete set of landscape construction documents and specifications as defined below. Halff shall prepare one 11x17 pdf file copy of drawings for review and comment by the Town. For TxDOT review, Halff will print three 11x17 sets of drawings and bound specification books. Drawings and specifications shall be submitted electronically at 60%, 95% and 100% Final submittal stages. Halff will provide the following drawings for submittal:

a. Quantity Summary Sheet and General Notes

A quantity summary sheet will be prepared in TxDOT format that identifies each bid item and the quantity of each bid item per sheet. A general notes sheet will also be prepared.

This plan will be sealed by a Registered Landscape Architect

b. Demolition Plan

Prepare a 60% and 95% review set and a 100% Final set of plans for existing conditions and demolition.

The plans will be sealed by a Registered Landscape Architect

c. Hardscape Plan

Prepare a 60% and 95% review set and a 100% Final set of hardscape plans that identify the location of concrete mow strips.

The plans will be sealed by a Registered Landscape Architect

d. Planting Plan

Prepare a 60% and 95% review set and a 100% Final set of plans and specifications for Planting Design. Planting plans shall identify the quantity size and location of trees, shrubs, ground cover / native grass and decorative hardscape materials such as decomposed granite and gravel.

The trees proposed in the plans will be selected from the Town list of recommended trees and all selections will be submitted for approval as needed and will be designed in accordance with the Town of Prosper standards.

These plans will also include planting details and notes

The plans will be sealed by a Registered Landscape Architect

e. Irrigation Plan

Prepare irrigation plans for the watering of trees (bubblers) and planter beds (drip) proposed in the Planting plans. The plan will indicate a complete layout and design for an underground, automated irrigation system. The plan will show coverage and proper zoning of the irrigation system to maximize efficient water use. Halff will coordinate pressure data requirements with the Town Water Department and use such data in the design of the irrigation systems. Pressure readings at the site, if required, will be made by the Town. Plans will also include irrigation details, notes and pressure loss tables.

The plans will be sealed by a Licensed Irrigator.

f. Traffic Control Plans and Details

Traffic control plans will be prepared to identify the location of traffic control measures on US 380 during construction. Incorporate standard TxDOT traffic control details and notes on the plans.

These plans will be sealed by a Professional Engineer.

g. Environmental Permitting Plans, Details and EPIC sheet

Environmental permitting plans will identify the location of erosion control measures. Incorporate standard TxDOT erosion control details and notes on the plans. This task will also include the preparation of the TxDOT EPIC sheet.

These plans will be sealed by a Professional Engineer.

h. Cost Estimating, Specifications and Project Manual

Prepare the project manual with TxDOT technical specifications for the tree plantings, landscaping and irrigation. A draft project manual will be included at all submittal stages in the project for review and comment by Prosper staff and TxDOT. The Town and TxDOT will provide Halff with standard "boilerplate" contract documents for incorporation into the project manual. Halff will also update the 30% opinion of probable construction cost and will include it with the 60%, 95% and 100% final review plans and specifications.

III. SPECIAL SERVICES

Task 5 – Bidding Assistance

a. Pre-Bid Meeting

Halff will participate in the pre-bid meeting to describe the project design and expectations to prospective bidders.

b. Bid Document Distribution

Halff will prepare bid documents for digital distribution by others. The bid set will consist of digital PDF copies of both the plans and specifications.

- c. Bid Process Coordination:
Halff will assist the Town of Prosper during the bidding process by addressing technical questions and bidder inquiries during the time of bidding. Halff will prepare addenda for issuance and distribution to the bidders by the Town of Prosper.
- d. Bid Opening:
Halff will attend the bid opening and prepare a tabulation of bid results.
- e. Bid Review:
Halff will assist the Town of Prosper in evaluating the bid results and will provide a recommendation for contract award.

Task 6 – Construction Services

- a. Construction Administration
Construction administration shall include preparation and attendance at a pre-construction conference, attendance at up to two (2) meetings during construction and review and approval of hardscape, planting and irrigation submittals. Halff will also be responsible for answering Contractor generated RFI's (Request for Information) by either issuing a change order or change directive.
- b. Construction Observation
Construction observation shall include bi-weekly (every two weeks) site visits to observe construction progress. A site visit report will be prepared to record observations.
- c. Substantial and Final Observation
At substantial completion a punch list will be prepared to document deficient construction items that will need to be addressed. A final observation will take place to review completion of the substantial completion punch list.

Task 7 - Record Drawings

- a. Final Record Drawings
Halff will prepare Final Record Drawings of the construction plans using mark-ups submitted by the Contractor. Halff will produce a PDF of the as-recorded drawings and provide a CD copy to the Town.

IV. DIRECT EXPENSES

Task 8– Reimbursable

- a. Expenses
Halff shall include, but are not necessarily limited to expenses for supplies, transportation, equipment, travel, communication, printing of plans and specifications, presentation boards, graphic boards and similar incidentals necessary to complete the project.

V. DELIVERABLES

Task 1 - Project Management	7 meetings
Task 2 – Data Compilation	CAD Base Files
Task 3 – 30% Schematic Design	30% schematic plan
Task 4 - Construction Document	60%, 95% & 100% plans and estimates
Task 5 – Bidding Services	Pre-Bid & Bid-Open meeting
Task 6 –Construction Services	Construction Administration & Observation
Task 7 – Record Drawings	Electronic set for printing, CAD files
Task 8 – Reimbursables	Expenses for supplies and mileage

VI. ADDITIONAL SERVICES

Additional Services not included in the Proposed Scope of Work will be negotiated with the TOWN as needed. Compensation will be based upon a mutually agreed lump sum fee or an hourly rate as shown below. Items that are considered additional services include:

1. Client generated changes to the design once Construction Document Preparation is in progress. Time will be billed at an hourly rate, per a proposal approved by the Client, until the work is at the same level of completion as it was prior to the change.
2. Design of areas outside the limits of the project site.
3. Additions to the project scope or budget that causes additional work.
4. Additional meetings or workshops not identified in the project scope.
5. Revisions to the plans requested by the Client after the plans are approved in writing, unless necessitated by discrepancy in the plans.
6. Permit fees, filing fees, pro-rated fees, impact fees, taxes, and federal and/or state regulatory agency review fees.
7. Design of gas, telephone or other utility improvements.
8. Submittal coordination meetings, except as noted herein.
9. Printing of drawings, specification and contract documents except as noted herein.
10. Full-time construction inspection.
11. Graphic products except as noted herein.
12. Quality control and material testing services during construction except for submittal reviews.
13. Traffic Engineering reports or studies.
14. Construction staking.
15. Design of major existing utility relocations or modifications.
16. Negotiations/agreements with adjacent property owners.
17. Plat or final plat preparation.
18. Analysis or coordination not specifically included in the Scope of Services.
19. Any additional work not specifically included in the Proposed Scope of Work will be accomplished as Additional Services.
20. Preparation of any special interim sets of Construction documents for phased construction other than previously stated.
21. Preparation or submittal of any design calculations.
22. Printing of Drawings and Specifications for Bidding
23. Coordination with insurance companies, attorneys, or banking institutions.
24. Evaluation or re-design of value engineering proposed by the contractor.
25. Additional labor or overtime to complete the project, due to lack of information provided in a timely manner.
26. Modifications to documents after documents are issued for construction.
27. Modification to documents to meet budgeting constraints of other disciplines.
28. Significant design revisions following substantial completion of the Construction Documents, which are not due to design errors or omissions.

**EXHIBIT B
COMPENSATION SCHEDULE**

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE TOWN OF PROSPER, TEXAS & HALFF ASSOCIATES, INC.
FOR**

US380 GREEN RIBBON LANDSCAPE ENHANCMENTS PROJECT (2150-PK)

I. COMPENSATION SCHEDULE

Task	Completion Schedule	Compensation Schedule
Notice-to-Proceed	November 2021	
Task 1 - Project Management	On Going	\$10,000.00
Task 2 – Data Compilation	December 2021	\$12,000.00
Task 3 – 30% Schematic Design	January 2022	\$5,000.00
Task 4 – Construction Documents	June 2022	\$43,000.00
Task 5 – Bidding Assistance	July 2022	\$ 3,000.00
Task 6 – Construction Services	November 2022	\$ 15,000.00
Task 7 – Record Drawings	December 2022	\$ 2,000.00
Task 8 - Reimbursables	On Going	\$5,000.00
Total Compensation		\$95,000.00

II. COMPENSATION SUMMARY

Basic Services (Lump Sum)	Amount
Task 1 - Project Management	\$ 10,000.00
Task 2 – Data Compilation	\$ 12,000.00
Task 3 – 30% Schematic Design	\$ 5,000.00
Task 4 – Construction Documents	\$ 43,000.00
Total Compensation	\$70,000.00

Special Services (Hourly)	Amount
Task 5 – Bidding Assistance	\$ 3,000.00
Task 6 – Construction Services	\$ 15,000.00
Task 7 – Record Drawings	\$ 2,000.00
Total Special Services:	\$20,000.00

Direct Expenses	Amount
Task 8 - Reimbursables	\$5,000.00
Total Direct Expenses:	\$5,000.00

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.

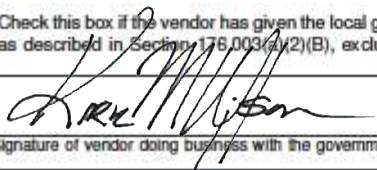
F. VERIFICATION OF COVERAGE

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>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center; padding: 2px;">OFFICE USE ONLY</th> </tr> <tr> <td style="width: 50%; padding: 2px;">Date Received</td> <td style="width: 50%;"></td> </tr> </table>		OFFICE USE ONLY		Date Received	
OFFICE USE ONLY						
Date Received						
<p>1 Name of vendor who has a business relationship with local governmental entity.</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 style="text-align: center;">Not Applicable</p> <p style="text-align: center;">_____</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="margin-left: 40px;"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </p> <p style="margin-top: 10px;">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="margin-left: 40px;"> <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 style="text-align: center;">Not Applicable</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 style="text-align: center;">  _____ Signature of vendor doing business with the governmental entity </p> <p style="text-align: right; margin-right: 100px;"> 11-12-2021 _____ Date </p>						