

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND ALLIANCE GEOTECHNICAL GROUP
FOR THE FIRST STREET RECONSTRUCTION (DNT-COLEMAN) PROJECT (1512-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 **ALLIANCE GEOTECHNICAL GROUP**, a company authorized to do business in Texas, acting through a duly authorized officer, hereinafter called "Consultant," relative to Consultant providing professional construction materials testing & observation services to Town. Town and Consultant when mentioned collectively shall be referred to as the "Parties."

WITNESSETH:

WHEREAS, Town desires to obtain professional construction materials testing & observation services in connection with the **FIRST STREET RECONSTRUCTION (DNT-COLEMAN) PROJECT (1512-ST)** hereinafter called "Project";

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

1. **Term of Agreement.** This Agreement shall become effective on the date of its execution by both Parties, and shall continue in effect thereafter until terminated as provided herein.
2. **Services to be Performed by Consultant.** The Parties agree that Consultant shall perform such services as are set forth and described in **Exhibit A - Scope of Services** and incorporated herein as if written word for word. All services provided by Consultant hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of their profession. In case of conflict in the language of Exhibit A and this Agreement, this Agreement shall govern and control. Deviations from the Scope of Services or other provisions of this Agreement may only be made by written agreement signed by all Parties to this Agreement.
3. **Prompt Performance by Consultant.** Consultant shall perform all duties and services and make all decisions called for hereunder promptly and without unreasonable delay as is necessary to cause Consultant's services hereunder to be timely and properly performed. Notwithstanding the foregoing, Consultant agrees to use diligent efforts to perform the services described herein and further defined in any specific task orders, in a manner consistent with these task orders; however, the Town understands and agrees that Consultant is retained to perform a professional service and such services must be bound, first and foremost, by the principles of sound professional judgment and reasonable diligence.
4. **Compensation of Consultant.** Town agrees to pay to Consultant for satisfactory completion of all services included in this Agreement an amount not-to-exceed **Four hundred Eight Thousand, Eight hundred Fifteen Dollars and No Cents (\$408,815.00)** for the Project as set forth and described in **Exhibit B - Compensation Schedule** and incorporated herein as if written word for word. Hourly not to exceed fees shall be billed monthly based on hours of work that have been completed. All other not to exceed fees shall be billed monthly based on the units of work that have been 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 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:

Alliance Geotechnical Group
Douglas S. Land, P.E., Branch Manager
122 Rose Lane, Building L
Frisco, TX 75036
dland@aggengr.com

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____.

ALLIANCE GEOTECHNICAL GROUP

TOWN OF PROSPER, TEXAS

By:

Signature

Robert P. Nance

Printed Name

President

Title

January 30, 2026

Date

By:

Signature

Mario Canizares

Printed Name

Town Manager

Title

Date

**EXHIBIT A
SCOPE OF SERVICES**

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND ALLIANCE GEOTECHNICAL GROUP
FOR THE FIRST STREET RECONSTRUCTION (DNT-COLEMAN) PROJECT (1512-ST)**

<<<REFERENCE NEXT THREE (3) PAGES FOR DETAILS>>>



CONSTRUCTION MATERIALS ENGINEERING & TESTING
GEOTECHNICAL ENGINEERING
CONSTRUCTION INSPECTION SERVICES
FORENSIC STUDIES

January 29, 2026
Proposal No.: P26-0136C

Ms. Lindy M. Higginbotham, P.E. – Senior Engineer
Town of Prosper
250 W. First Street
Prosper, Texas 75078

**Subject: Construction Materials Testing Services
First Street Reconstruction – DNT to Coleman
Prosper, Texas**

Dear Ms. Higginbotham,

Alliance Geotechnical Group (Alliance) is pleased to submit this proposal for construction materials testing for the above-referenced project. We understand we have been selected based on the Professional Services Procurement Act.

PROJECT INFORMATION

Based on our review of the project plans and specifications, we understand that the project will consist of the following:

First Street Reconstruction:

- ◆ Construction of approximately 32,140 cubic yards of embankment
- ◆ Construction of approximately 46,930 square yards of moisture-treated subgrade
- ◆ Construction of approximately 49,100 square yards of lime stabilized subgrade
- ◆ Construction of approximately 7,560 square yards of temporary HMAC roadway over 8-inches of flex base
- ◆ Construction of approximately 40,390 square yards of 9-inch-thick reinforced concrete pavement
- ◆ Construction of approximately 13,810 linear feet of storm drain line with associated concrete drainage structures
- ◆ Construction of 7,035 linear feet of water line
- ◆ Construction of approximately 1,630 square feet of concrete retaining wall supported by both shallow footing and drilled shaft foundation systems
- ◆ Construction of various concrete sidewalks, ramps, and railing

SCOPE OF SERVICES

The following scope of services is based on our review of project documents dated October 2025, and the project geotechnical report (ECS Report 19:8074 dated February 12, 2021), and is limited to providing testing and/or observations for the previously mentioned construction. ***We do request that your construction representative provide us with a 24-hour notice for scheduling purposes.*** As such, we agree to provide the appropriate personnel to perform the below construction materials services.



Dallas • Fort Worth • Frisco • Houston • Huntsville • Longview
122 Rose Lane Building L • Frisco, Texas 75033
Tel: 214-618-4100 • Fax: 214-618-4110 • www.aggengr.com





Inspections and Testing for Earthwork

- Obtain and perform laboratory moisture/density relations (ASTM D698/D1557/D558, TEX-113-E, TEX-114-E) and soil classification tests (liquid limit, plastic limit and percent finer than no. 200 sieve analysis) for each soil type
- Perform in-place moisture/density tests at the rate of 1/ 300 feet for linear paving areas and 1/300 linear feet per lift for utilities, and 1/10,000 square feet per lift of embankment fills, with a minimum of 2 tests per lift per area
- Perform lime compressive strength and swell testing at a rate of 1/900 linear feet along each roadway direction
- Perform lime pH/PI verification testing at a rate of 1/300 linear feet along each roadway direction
- Perform lime field gradation testing at a rate of 1/300 linear feet along each roadway direction
- Perform lime depth checks at a rate of 1/100 linear feet along each roadway direction

Inspections and Testing for Concrete Construction

- Perform reinforcing steel inspection prior to concrete placement (**if requested**; generally the same day unless scope of pour deemed too large by AGG) for conformance with project plans and reviewed shop drawings
- During concrete placements for each intended use, AGG shall sample concrete from the first concrete truck on each day of concrete pouring and a minimum of one truck every 100 cubic yards thereafter, with a minimum of one sample for each day's placement.
- Perform testing and inspections during concrete placements, which will include:
 - collect a copy of the batch ticket and verify mix design matches the reviewed submittal (provided that approved mix designs are provided to AGG)
 - collect a sample in accordance with ASTM C172
 - perform slump test in accordance with ASTM C143
 - perform air content test in accordance with ASTM C231 or ASTM C173
 - perform unit weight test in accordance with ASTM C138
 - record concrete temperature in accordance with ASTM C1064
 - fabricate cylinders molded and standard-cured in accordance with ASTM C31; either four 6" x 12" or five 4" x 8"
 - perform compression testing in accordance with ASTM C39

Drilled Pier Foundations

- AGG shall observe the installation of all drilled pier foundations, and record all information as follows:
 - Pier diameter
 - Identification of bearing strata and depth
 - Penetration into bearing stratum
 - Final depth of the piers at the time of drilling
 - Length of steel casings and final depth for the bottom of steel casing upon completion of drilling (if applicable)
 - Reinforcing steel cage observations
 - Accuracy of pier location, plumbness, and cleanliness
 - Provide Drilled Pier Observation Reports documenting specific information for each pier



Inspections and Testing for HMAC Placement

- Provide a TxDOT HMAC Level 1B technician to perform field testing as required by project documents.

COMPENSATION

While testing is dependent on the construction sequence, contractor performance and efficiency, weather conditions, and the actual testing performed, we suggest an **estimated budget of \$408,815.00**. The invoicing for this project will use the attached Fee Schedule **and the actual quantity of work performed**. The estimated budget will not be exceeded without prior approval. The Town of Prosper and Alliance Geotechnical Group may subsequently agree in writing to provide for additional services to be rendered under this agreement for additional, negotiated compensation. Services provided by Alliance will be consistent with the engineering standards prevailing at the time and in the area that the work is performed; no other warranty, express or implied, is intended.

Please indicate your approval of this proposal and Alliance Geotechnical Group's General Conditions either by signing the attached acceptance form and returning it to our office, or issuing a Town of Prosper contract and/or purchase order as our notice to proceed. Any modifications of the attached language must be accepted by both parties

We appreciate the opportunity to provide you with our services. Please call us if you have any questions or wish to discuss any aspect of our proposal. Following your authorization, we are ready to begin work and look forward to a successful project.

Sincerely,
Alliance Geotechnical Group

A handwritten signature in blue ink, appearing to read 'Douglas S. Land', is written over a horizontal line.

Douglas S. Land P.E.
Branch Manager

Attachments: Cost Estimate (Estimated Quantities & Fees)
Acceptance Form
Remarks

EXHIBIT B

COMPENSATION SCHEDULE

**PROFESSIONAL SERVICES AGREEMENT
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<<<REFERENCE NEXT THREE (3) PAGES FOR DETAILS>>>



Cost Estimate
Construction Materials Engineering & Testing Services for
First Street Reconstruction - DNT to Coleman

Description	Procedure / Bill Code	Units	Quantity	Unit Price	Total
Earthwork					
Earthwork Inspection and Testing	1400	hour	960	\$ 80.00	\$ 76,800.00
Earthwork Inspection and Testing Overtime	1401	hour	160	\$ 120.00	\$ 19,200.00
In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods	ASTM D6938	each	844	\$ 26.00	\$ 21,944.00
Laboratory Compaction Characteristics of Soil Using Standard Effort	ASTM D698	each	35	\$ 215.00	\$ 7,525.00
Laboratory Compaction Characteristics of Soil Using Modified Effort	ASTM D1557	each	2	\$ 265.00	\$ 530.00
Liquid Limit, Plastic Limit, and Plasticity Index of Soils	ASTM D4318	each	95	\$ 75.00	\$ 7,125.00
Material in Soils Finer than No. 200 Sieve	ASTM D1140	each	35	\$ 75.00	\$ 2,625.00
Particle Size Analysis of Soils	Tex-110-E	each	2	\$ 235.00	\$ 470.00
Sieve Analysis of Road-Mixed Stabilized Material	Tex-101-E Pl. 3	each	60	\$ 26.00	\$ 1,560.00
Measuring Thickness of Pavement Layer	Tex-140-E	each	156	\$ 26.00	\$ 4,056.00
Determining Soil pH	Tex-128-E	each	60	\$ 42.00	\$ 2,520.00
One-Dimensional Swell Method A	ASTM D4546	each	18	\$ 120.00	\$ 2,160.00
Compressive Strength of Molded Lime Treated Soils	ASTM D1633	set of 3	18	\$ 365.00	\$ 6,570.00
Vehicle Trip Charge	1322	trip	110	\$ 85.00	\$ 9,350.00
Vehicle Trip Charge	1326	day	40	\$ 130.00	\$ 5,200.00
Concrete					
Concrete Technician	1000	hour	885	\$ 70.00	\$ 61,950.00
Concrete Technician Overtime	1001	hour	120	\$ 105.00	\$ 12,600.00
Compressive Strength of Cylindrical Concrete Specimens	ASTM C39	each	1200	\$ 36.00	\$ 43,200.00
Concrete Cylinder Pick Up	1008	lump sum	50	\$ 295.00	\$ 14,750.00
Concrete Cylinder Pick Up Overtime	1009	lump sum		\$ 442.50	\$ -
Core Rig Daily Rate	2120	day	4	\$ 250.00	\$ 1,000.00
Core Hole Patching	2121	each	46	\$ 10.00	\$ 460.00
2.0" Core (vertical) for depth only	2110	each	46	\$ 90.00	\$ 4,140.00
Vehicle Trip Charge	1322	trip	135	\$ 85.00	\$ 11,475.00
Vehicle Trip Charge	1326	day	26	\$ 130.00	\$ 3,380.00
Reinforcing Steel					
Reinforcing Steel Inspection	1100	hour	20	\$ 80.00	\$ 1,600.00
Reinforcing Steel Inspection Overtime	1101	hour		\$ 120.00	\$ -
Vehicle Trip Charge	1322	trip	4	\$ 85.00	\$ 340.00
Piers					
Pier Inspection	1200	hour	24	\$ 85.00	\$ 2,040.00
Pier Inspection Overtime	1201	hour	12	\$ 127.50	\$ 1,530.00
Vehicle Trip Charge	1322	trip	3	\$ 85.00	\$ 255.00



Cost Estimate
Construction Materials Engineering & Testing Services for
First Street Reconstruction - DNT to Coleman

Asphalt						
HMAC Inspection, Roadway Level 1B	1600	hour	80	\$ 90.00	\$ 7,200.00	
HMAC Inspection Overtime, Roadway Level 1B	1601	hour	20	\$ 135.00	\$ 2,700.00	
Nuclear Gauge Fee	1340	day	10	\$ 120.00	\$ 1,200.00	
Vehicle Trip Charge	1322	trip	10	\$ 85.00	\$ 850.00	
Personnel						
Project Manager	1307	hour	395	\$ 165.00	\$ 65,175.00	
Staff Engineer	1304	hour	26	\$ 145.00	\$ 3,770.00	
Geotechnical Engineer	1303	hour	8	\$ 185.00	\$ 1,480.00	
Vehicle Trip Charge	1322	trip	1	\$ 85.00	\$ 85.00	
		TOTAL				\$ 408,815.00



REMARKS

Services and fees not listed above will be quoted on request.

Invoices will be submitted monthly for services performed. Payment will be due in Dallas within thirty (30) days of receipt of invoice. Interest will be added to delinquent accounts at a rate of 1.5 percent for each month of delinquency.

Payment of the invoices is not contingent on Client's agreement or acceptance of Alliance Geotechnical Group's test result or findings. If CLIENT objects to any portion of an invoice or report, it shall notify Alliance Geotechnical Group in writing within ten (10) days from the date of actual receipt of the invoice of the amount and nature of the dispute, and shall timely pay undisputed portions of the invoice.

The above unit prices are applicable for one year from the date of this letter and are subject to change without notice thereafter.

The prices above include electronic copies of the report distributed in accordance with client's instructions. Additional copies to individuals not listed on acceptance form whether physically or electronically, will be billed at administrative rate. Additional physical copies will be billed at a rate of \$.25 per sheet.

All field services are charged portal-to-portal, minimum charge of 4 hours per trip (rounded to the nearest whole hour) applies to all field work, U.N.O. Field density testing, lime gradations, and lime depth checks will be charged at a minimum of 3 tests per trip

All reports are available on line via user log in at www.alliancerpts.com

Dispatch schedule hours are Monday-Friday from 7:00 am to 5:00 pm. Schedule call made after these hours will be returned in the order received. Please make sure to schedule work in a timely manner (a minimum of 24 hours in advance) if you want Alliance to guarantee a technician on site at the desired time. Dispatch phone number is 214-618-4100. Note: You must reference Alliance's job project number to schedule services. If project number is unknown please reference cost estimate number shown on the CMT acceptance form.

Cancellations will be invoiced for portal to portal times as well as time spent on site awaiting determination of cancellation. This proposal does not include any technician stand-by, non-readiness charges, and/or trips or re-tests of the previous failing tests.

Overtime rates of 1.5 times the regular hourly rate will be charged for hours worked over eight (8) hours per day Monday through Friday or any time before 7:00 a.m. or after 5:00 p.m. Service performed on Saturdays and Sundays will be billed at 1.5 times the regular hourly rate. Services performed on recognized holidays will be billed at 2.0 times the regular hourly rate.

Waiver of Subrogation – If a Waiver of Subrogation is required by your company, there will be a fee applied to your first invoice. The fee will be a minimum of \$300.00 charge or 1% of contract price plus \$50.00, whichever is greater.

Alliance Geotechnical Group provides no warranty, either expressed or implied, that the testing provided under this contract satisfies all requirements of the plans and specifications for the project, applicable City specifications or other governing bodies that may have jurisdiction over the project.

No reports will be issued until we have a signed contract, purchase order or Letter of Authorization to proceed in our office. Signed contract, purchase order or Letter of Authorization to proceed must be received within 3 days of commencement of services or work stoppage will commence on the 4th day and continue until signed authorization is received in our office.

For projects with new clients under \$1000.00 written authorization must be received prior to the start of work and payments must be received before any reports are issued. Service for welding certifications and ferroscon work must be paid prior to work or upon arrival to site to perform the work.

PLEASE NOTE: In keeping OSHA Safety regulation, Alliance Geotechnical Group employees will not enter a trench to test that is not in compliance with current OSHA regulations. Delays or cancellations caused by waiting for trench(s) to be brought into compliance will be invoiced on an hourly basis.

EXHIBIT C

INSURANCE REQUIREMENTS

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

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

B. MINIMUM LIMITS OF INSURANCE

Service Provider shall maintain throughout contract limits not less than:

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

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

D. OTHER INSURANCE PROVISIONS

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

1. General Liability and Automobile Liability Coverages

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

2. Workers Compensation and Employer's Liability Coverage:

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

3. All Coverages:

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

4. Professional Liability and / or Errors and Omissions:

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

E. ACCEPTABILITY OF INSURERS

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

F. VERIFICATION OF COVERAGE

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

Certificate holder to be listed as follows:

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

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND ALLIANCE GEOTECHNICAL GROUP
FOR THE FIRST STREET RECONSTRUCTION (DNT-COLEMAN) PROJECT (1512-ST)**

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EXHIBIT E CONFLICT OF INTEREST QUESTIONNAIRE

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	
1 Name of vendor who has a business relationship with local governmental entity. Alliance Geotechnical Group, Inc.		
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. None		
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 Signature of vendor doing business with the governmental entity 01-30-2026 Date		