

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND TNP
FOR THE DOWNTOWN PARK PROJECT (PRJ# 2319-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 **PROSPER DOWNTOWN PARK Project (PRJ# 2319-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 **One-Hundred-Five-Thousand-Seven-Hundred Dollars (\$105,700)** 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
Nicholas Nelson, Director
5237 N. Riverside Drive
Fort Worth, TX 76137
nnelson@tnpinc.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. **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 14th day of March, 2024

TNP

TOWN OF PROSPER, TEXAS



By: _____
Signature

By: _____
Signature

Nicholas Nelson
Printed Name

Mario Canizares
Printed Name

Director of Landscape Architecture
Title

Town Manager
Title

April 19, 2024
Date

Date

**EXHIBIT A
SCOPE OF SERVICES**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND TNP
FOR THE DOWNTOWN PARK PROJECT (PRJ# 2319-PK)**

I. PROJECT DESCRIPTION

Design of improvements, as listed below, for a three-acre park site in Prosper, Texas with an estimated construction budget of \$700,000 to include these park elements:

1. An 8' wide concrete loop trail that goes around the pond
2. Aquatic plantings
3. Canopy Trees
4. Historical Site Signage
- ~~5. Ornamental Trees~~
6. Traffic Control Boulders
7. Double-sided Park Sign
8. Drinking Fountain
9. Benches with backs
10. Stone benches pondside on the hill
11. Trash Receptacles
12. 6' wide sidewalk around playground
13. Pet waste receptacles
14. Bicycle rack
15. Picnic tables
16. Playground
17. Sod
18. Irrigation for trees only

II. TASK SUMMARY

Task 1 – Boundary and Topo Survey

Boundary Verification

- A. Establish horizontal control points as needed throughout the project. The basis of bearings will be the Texas Coordinate System of 1983 (North Central Zone; NAD83 (2011) Epoch 2010).
- B. Title research and deeds obtained of the subject property and the adjoining property owners.
- C. A thorough investigation of boundary markers/corners will be made on the subject property and the adjoining property.
- D. A boundary analysis of the property will be made by a Registered Professional Land Surveyor to establish the existing right-of-way.
- E. A Property base will be prepared.

Deliverable = Existing Property Base of the items listed above for design purposes.

Data will be delivered in Texas Coordinate System of 1983 North Central Zone (4202) scaled to Surface with a combined scale factor supplied.

Topographic Survey

- A. Establish horizontal control points as needed throughout the project. The basis of bearings will be the Texas Coordinate System of 1983 (North Central Zone; NAD83 (2011) Epoch 2010).
- B. Establish vertical benchmarks as needed throughout the project.
- C. The visible improvements such as curbs, walks, fences, buildings, signs, etc. will be located and shown on the survey.
- D. Visible utilities such as power poles, manholes and valves will be located.
- E. The property lines identified by the Boundary Verification will be incorporated into the topo.
- F. Invert information will be collected for Storm Utilities and Sanitary Sewer Utilities if present on site.
- G. Locate trees 6" and up.

Deliverable: Topographic drawing only in digital format showing 1foot contour intervals and the items listed above for design purposes.

Data will be delivered in Texas Coordinate System of 1983 North Central Zone (4202) scaled to Surface with a combined scale factor supplied.

Task 2 – Subsurface Utility Investigation

The following represents the general understanding between the Client and Engineer regarding the basis and/or limitations under which these subsurface utility designating and/or locating services are provided:

- A. These services will be conducted and provided in general compliance with CI/ASCE 38-22 (Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data). This standard establishes and defines four quality levels for data collection that are briefly described as:
 - Quality Level D (QL-“D”) – Generally QL-“D” indicates information collected or derived from research of existing records and/or oral discussions.
 - Quality Level C (QL-“C”) - Generally QL-“C” indicates information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating this information to QL-“D” information. Incorporates QL-“D” information. (Limited in this scope, this scope is to cover underground utility crossings)
 - Quality Level B (QL-“B”) – Generally QL-“B”, also known as “designating” indicates information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities. Quality level B data should be reproducible by surface geophysics at any point of their depiction. This information is surveyed to applicable tolerances defined by the project and reduced onto plan documents. Incorporates QL-“D” & QL-“C” information.
 - Quality Level A (QL-“A”) - Generally QL-“A”, also known as “locating”, indicates the precise horizontal and vertical location of utilities obtained by the actual exposure (or verification of previously exposed and surveyed utilities) and subsequent measurement of subsurface utilities, at a specific point. Incorporates QL-“D” QL-“C” & QL-“B” information.
- 1. These services are for the purpose of aiding the design of the subject project by providing information related to subsurface utilities in order to allow potential utility conflicts to be minimized or eliminated.
- 2. The Engineer will provide services that meet the standard of care for existing subsurface utility location and mapping as established in CI/ASCE 38-22 by exercising due diligence with regard to records research and acquisition of utility information, including visually inspecting the work area for evidence of utilities and reviewing the available utility record information from the various utility owners. However,

the Engineer makes no guarantee that all utilities can or will be identified and shown as there still may be utilities within the project area that are undetectable or unknown.

3. Facilities that are discovered through field investigative efforts by the Engineer but no plan records or ownership data can be identified will be hereafter referred to as unknown. As part of these services, the Engineer will provide QL-C information in the project deliverables for all unknown utilities that may be identified in the field investigation of the project. Designating and/or locating unknown utilities will typically not be part of the initial scope of work but depending on the client's needs can be added as additional work to address concerns of the project impacts of "unknown" facilities.
4. Ground penetrating radar will not be used as a part of the field investigation of the project site unless that use has been specifically addressed with the scope of services described herein.
5. The documented results produced by these services represent a professional opinion and interpretation based upon record information and/or field evidence. These results may be affected by a variety of existing site conditions, including soil content, depth of the utility, density of utility clusters, and electromagnetic characteristics of the targeted utilities. Also, the lack of and/or poor condition of a trace wire for non-conductive materials such as PVC, HDPE, etc. in most cases will make the successful detection and location of the utility unlikely.
6. The Engineer will apply professional judgment to determine which utilities require additional field effort and/or methods to properly designate and/or locate, most commonly when record drawings are not available. In such cases, the Engineer will provide a recommendation or request for additional services to the Client. Among other methods, a detectable duct rodder or other conductor may be introduced into the line to enable the designation of the utility. This method is dependent upon approval by the utility owner, as well as access to, size and condition of the utility.
7. None of these services are intended to and should not be understood to relieve the Client or others from the responsibility to comply with the statutory requirements related to notifying the proper one-call system(s) in advance of any and all excavation, grading and/or construction within the project site.

Deliverable:

The scope of subsurface utility designating and/or locating services for this project is described below. Survey services to tie utility crossing marks and/or identifiers placed during the subsurface utility designating and/or locating effort will be provided in this contract.

- A. Quality Level 'B' through 'D' Utility Information & Designation – TNP will provide utility information, up to QL-"B", for the following areas:

1. The park area bound by N Church St to the West, Parvin St to the East and FM 1193 to the South, a total of 3.1 acres.

This work includes:

1. Requesting utility records on all crossing utilities from the Client, public utilities and private utility companies known to provide service within the project area, as well as other sources, in an effort to develop a comprehensive inventory of utility systems likely to be encountered. Record documents may include construction plans, system diagrams, distribution maps, transmission maps, geographic information system data, as well as oral descriptions of the existing systems. The depiction of utilities from records (QL-"C" or "D") will be based on thorough field and office activities and shall be based on the most reliable indication of position available.

2. Visible surface features and appurtenances of subsurface utilities found within the project site will also be evaluated. Using appropriate surface geophysical methods, TNP will search for detectable indications of the location of anticipated subsurface utilities.
3. Marking all locations that can be validated, using paint, flags or other devices.
4. Preparing documentation of the utilities encountered and marked, including their general location, orientation, type & size, if known.
5. Based on ASCE Standard 38-22 standards, a 2d CADD file and PDF depicting the subsurface utilities designated, signed and sealed by a professional engineer in the state of Texas.

Task 3 – Replat

Prepare a Replat of a portion of an alley, a portion of East 5th Street along with all of Block 18, Lots 1-12 of the Bryants Addition recorded in Volume 116, Page 162 of the deed Records of Collin County, Texas into one (1) Parkland Lot.

- A. Utilizing the Property Base Prepare, submit and process a Final Plat through the Town of Prosper, Texas. Coordinate the clearing of comments necessary for the approval/filing of the plat.
- B. The final plat and associated data shall be prepared in accordance with Town of Prosper criteria.
- C. Work with the engineer on all revisions as necessary.
- D. After Plat is filed of record and at the completion of construction Teague Nall and Perkins will set all lot corners with a 5/8-inch iron rod and cap stamped "TNP" where necessary.

Task 4 – 50% Construction Documents

Develop the approved Master Plan drawing according to the list above with park elements shown to scale on pdf sheets:

- A. **Landscape Plans** showing plant materials and callouts
- B. **Hardscape Plans** showing flatwork and site amenities located on the site
- C. **OPCC** - Perform quantity take off and submit opinion of probable construction cost.
- D. **Rendering:** Update the renderings to exclude future phase items
- E. **Site Plan** showing site data, layout, and notes as necessary to define the proposed improvements.
- F. **Grading and Drainage Plans**
 - a. Review and research previously prepared construction plan record documents and other pertinent information related to proposed improvements.
 - b. 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.
 - c. Meet with Town staff to discuss and review the concept plan.

Task 5 - 90% Construction Documents

Park elements listed above shown and dimensioned on pdf sheets:

- A. **Landscape Plans** showing plant material, details, notes, and specifications
- B. **Hardscape Plans** showing layout of flatwork and site amenities with dimensions and details
- C. **Irrigation Plans** for trees showing irrigation equipment details, notes, and specifications
- D. **OPCC** - Perform quantity take off and submit opinion of probable construction cost.
- E. **Site, Grading, & Drainage Plans**

The CONSULTANT will incorporate necessary changes and produce a plan set as follows:

- 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 TNP)*: 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 Plan:** A site plan will be prepared which will include the following information:
 1. Site data, site layout, callouts, and notes as necessary to define the proposed improvements.
 2. Areas of proposed pavement. Pavement section designs will be based Town of Prosper design standards.
- e. **Paving Plan /Dimension Control Plan:** A paving and dimension control plan showing:
 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 playground, trail, and other surface features.
 3. Areas of proposed pavement. Pavement section designs will be based Town of Prosper design standards.
- f. **Grading Plan:** A grading plan will be prepared showing proposed site and paving elevations to include existing contours, essential proposed contours, and spot elevations.
- g. **Drainage Plan:** A drainage plan will be prepared showing proposed drainage improvements for the playground. 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 pond and 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.
- h. **Detail Sheets:** To include applicable paving, drainage, and erosion control details.
- i. Identify and prepare technical specifications for items not covered by the Town standard specifications and NCTCOG standards specifications.
- j. 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.

- k. Meet with Town staff to review comments.

Task 6 – 100% Construction Documents

Upon receipt of Town review comments on the 90% plans, CONSULTANT will incorporate necessary changes and produce final (100%) bid documents. The bid documents will include final signed and sealed construction plans.

- A. **Landscape Plans** showing plant material and details
- B. **Irrigation Plans** for trees showing irrigation equipment and details
- C. **Hardscape Plans** showing layout of flatwork and site amenities with dimensions and details
- D. **Site, Grading, & Drainage Plans** - showing proposed site plan, paving elevations to include existing contours, essential proposed contours, and spot elevations.
- E. **TDLR Plan Review** and Inspection by Registered Accessibility Specialist.

Task 7 – Bid and Construction Phase Services

- A. The Town will be responsible for advertisement of the project in the Local Paper and uploading plans to online bidding platform. The CONSULTANT will:
 - 1. Answer RFIs
 - 2. Prepare addenda as needed
 - 3. If needed, provide a post-bid conformance set to the Town.
- B. 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.
- C. 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.
- D. 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.
- E. 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
- 2. The storm drain plans will not include profiles of storm sewer lines or storm sewer inlet/pipe calculations;
- 3. Preparation of contract book for bidding. It is understood that the Town will prepare the contract book and provide front end documents. Consultant will provide bid tab and specs;
- 4. 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;
- 5. Irrigation design of any turf or shrub areas
- 6. Any permitting, submittals, or revisions in relation to the dam with TCEQ or any other agency
- 7. Any TxDOT permitting, submittals, coordination, or Multiple Use Agreement (MUA).
- 8. Future items shown on the Master Plan but excluded from this phase of work such as decks, docks, grills, pickleball courts, gazebos, parking areas, etc.
- 9. Illumination (Lighting) or Electrical Design;

10. Electrical, gas, or any other franchise utility design;
11. Marketing Exhibits;
12. CLIENT requested revisions to the proposed layout occurring after start of 90% design;
13. Preparation of Traffic Control Plans, if needed, shall be provided by Contractor;

III. DELIVERABLES

Task 1 - Survey	Topo Survey
Task 2 - Subsurface Utility Investigation	Up to Level "B" Subsurface Utility Investigation
Task 3 – Replat	Replat
Task 4 – 50% CDs	50% Construction Documents
Task 5 – 90% CDs	90% Construction Documents and Specifications
Task 6 – 100% CDs	Signed and sealed bid-ready pdf drawings
Task 7 – Bid & Construction Phase Services	Answered RFIs, Submittal Reviews, Punch List

**EXHIBIT B
COMPENSATION SCHEDULE**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND TNP
FOR PROSPER DOWNTOWN PARK PROJECT (PRJ# 2319-PK)**

I. COMPENSATION SCHEDULE

Task	Completion	Compensation
Notice-to-Proceed	May 15, 2024	\$0
Task 4 - 50% CDs	July-Aug 2024	\$17,900
Task 5 - 90% Design	Sep-Oct 2024	\$19,600
Task 6 – 100% CDs	Nov-Dec 2024	\$18,000
Task 7 – Bid & Construction Phase Services	Jan 2025-May 2025	\$12,600
Total Compensation		\$68,100

II. COMPENSATION SUMMARY

Basic Services (Lump Sum)	Amount
Task 4 – 50% CDs	\$17,900
Task 5 - 90% CDs	\$19,600
Task 6 - 100% CDs	\$18,000
Task 7 - Bid & Construction Phase Services	\$12,600
Total Basic Services:	\$68,100

Special Services	Amount
Task 1 - Survey (<i>Boundary: \$7,500, Topo: \$11,500</i>)	June 2024 \$19,000
Task 2 - Subsurface Utility Investigation	June 2024 \$9,200
Task 3 – Replat	July 2024 \$6,500
Total Special Services:	\$34,700

Direct Expenses	Amount
Printing/ Mileage	\$2,900
Total Direct Expenses:	\$2,900

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		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 style="text-align: center;">OFFICE USE ONLY</p> <p>Date Received</p>	
<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 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 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 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>		