

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
BETWEEN THE TOWN OF PROSPER, TEXAS, AND Knight Erosion  
Control, Inc. dba KEC Engineering & Construction FOR THE  
Windsong Mountain Bike Trail-Streambank Reinforcement at  
Bridge Crossing PROJECT (IPRJ# 2327-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 **Knight Erosion Control, Inc. dba KEC Engineering & Construction** 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 **Design + Build of Windsong Mountain Bike Trail-Streambank Reinforcement at Bridge Crossing and Frontier Park Fishing Pond Reinforcement-West Side of Pond Project (IPRJ# 2327-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 **Six Hundred and Fifty-One Thousand Nine Hundred and Twenty-Two Dollars and Sixty-Nine Cents** (\$651,922.69) 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:

Knight Erosion Control, Inc. dba  
KEC Engineering & Construction  
Russell Hergesell, VP Sales  
10751 Tube Dr  
Hurst TX 76053  
[Russ@kecwalls.com](mailto:Russ@kecwalls.com)

Town of Prosper  
Mario Canizares, Town Manager  
PO Box 307  
Prosper, TX 75078  
[mcanizares@prospertx.gov](mailto: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 3rd day of April, 2024.

Knight Erosion Control, Inc. dba

KEC Engineering & Construction

TOWN OF PROSPER, TEXAS

By:

Signature

J. Kathy Hergesell

Printed Name

Title

Date

By:

Signature

Mario Canizares

Printed Name

Town Manager

Title

Date



EXHIBIT A  
SCOPE OF SERVICES

PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
BETWEEN THE TOWN OF PROSPER, TEXAS, AND Knight Erosion  
Control, Inc dba KEC Engineering & Construction FOR THE  
Design + Build of Windsong Mountain Bike Trail-Streambank  
Reinforcement at Bridge Crossing and Frontier Park Fishing Pond  
Reinforcement-West Side of Pond PROJECT (PRJ#2327-PK)

I. PROJECT DESCRIPTION

Project Design's + Build of Windsong Mountain Bike Trail-Streambank Reinforcement at Bridge Crossing and Frontier Park Fishing Pond Reinforcement-West Side of Pond

II. DESIGN TASK SUMMARY

- |  |  |
|--|--|
| Task 1 - Topo Survey                   | Full Topo Graphic Surveys for both Windsong Mountain Bike Trail Creek Wall and Frontier Park Fishing Pond Wall for Engineering Design.   |
| Task 2 - Geotech                       | One 15'-25' boring per project location with report for structural design  |
| Task 3 - Engineering Design            | Civil and Structural Design of both Windsong Mountain Bike Trail Creek Wall and Frontier Park Fishing Pond. Design to include Cover Page, Erosion Control Plan and Detail, Grading Plan with Cut & Fill Calculations. Structural Design to include cross section of proposed wall application, reinforcement zone, global stability and factors of safety. |
| Task 4 - Flood Study                   | Flood Study for Windsong Mountain Bike Trail, showing a "No Rise" Certification  |
| Task 5 - Construction Staking of Walls | [Task Description]   |
| Task 6 - Record Drawings               | [Final Set of Drawings at 100% with approved As Built in red]  |

III. DELIVERABLES

- |                             |  |
|-----------------------------|--|
| Task 1 - Topo Survey        | [CAD and PDF Files for Design of Walls]  |
| Task 2 - Geotech Report     | [Soil Report of both project locations]  |
| Task 3 - Engineering Design | [Civil & Structural Design: Cover Page, Erosion Control Plan and Detail, Grading Plan with Cut & Fill Calculations. Structural Design to include cross section of proposed wall application, reinforcement zone, global stability and factors of safety] |
| Task 4 - Flood Study        | [No Rise Certification]  |

Task 5 - Construction

Task 6 - Record Drawings

Construction of both site locations

One (1) 22x34 bond copy of the record drawings

One (1) 22x34 mylar copy of the record drawings

One (1) PDF copy of each sheet of the record drawings

One (1) DWG of the record drawings base map



**EXHIBIT B  
COMPENSATION SCHEDULE**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
BETWEEN THE TOWN OF PROSPER, TEXAS, AND [Knight Erosion  
Control, Inc dba KEC Engineering & Construction] FOR THE  
[Design + Build of Windsong Mountain Bike Trail-Streambank  
Reinforcement at Bridge Crossing and Frontier Park Fishing Pond  
Reinforcement-West Side of Pond] PROJECT ([PRJ#2327-PK])**

**I. COMPENSATION SCHEDULE**

| Task                          | Completion Schedule | Compensation Schedule |
|-------------------------------|---------------------|-----------------------|
| Notice-to-Proceed             | TBD                 |                       |
| Task 1 - [Topo Survey]        | June, 2024          | \$ 10,560.00          |
| Task 2 - [Geotech Report]     | June, 2024          | \$ 8,400.00           |
| Task 3 - [Engineering Design] | July/August, 2024   | \$ 17,880.00          |
| Task 4 - [Flood Study]        | July/August, 2024   | \$ 11,400.00          |
| Task 5 - [Construction]       | December, 2024      | \$ 603,682.69         |
| Task 6 - Record Drawings      | January, 2025       | \$ 0.00               |
| <b>Total Compensation</b>     |                     | <b>\$ 651,922.69</b>  |

**II. COMPENSATION SUMMARY**

| Basic Services (Lump Sum)     | Amount                  |
|-------------------------------|-------------------------|
| Task 1 - [Topo Survey]        | \$ 10,560.00            |
| Task 2 - [Geotech Report]     | \$ 8,400.00             |
| Task 3 - [Engineering Design] | \$ 17,880.00            |
| Task 4 - [Flood Study]        | \$ 11,400.00            |
| Task 5 - [Construction]       | \$ 603,682.69           |
| Task 6 - Record Drawings      | \$ 0.00                 |
| <b>Total Basic Services:</b>  | <b>\$ 651,922.69.00</b> |

| Special Services (Hourly Not-to-Exceed) | Amount           |
|---|------------------|
| [After Hours Service]                   | \$ 252.00        |
| <b>Total Special Services:</b>          | <b>\$ 252.00</b> |

| Direct Expenses               | Amount      |
|-------------------------------|-------------|
| [None]                        | \$ 0        |
| <b>Total Direct Expenses:</b> | <b>\$ 0</b> |

## EXHIBIT C INSURANCE REQUIREMENTS

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

### A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

### B. MINIMUM LIMITS OF INSURANCE

Service Provider shall maintain throughout contract limits not less than:

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

### C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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



**D. OTHER INSURANCE PROVISIONS**

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

1. General Liability and Automobile Liability Coverages

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

2. Workers Compensation and Employer's Liability Coverage:

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

3. All Coverages:

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

4. Professional Liability and / or Errors and Omissions:

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

**E. ACCEPTABILITY OF INSURERS**

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

**F. VERIFICATION OF COVERAGE**

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

Certificate holder to be listed as follows:

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

EXHIBIT D  
CONFLICT OF INTEREST AFFIDAVIT

PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
BETWEEN THE TOWN OF PROSPER, TEXAS, AND [Knight  
Erosion Control, Inc dba KEC Engineering & Construction]  
FOR THE [Design + Build of Windsong Mountain Bike Trail-  
Streambank Reinforcement at Bridge Crossing and Frontier  
Park Fishing Pond Reinforcement-West Side of Pond]  
PROJECT (PRJ#2327-PK)

THE STATE OF TEXAS §  
COUNTY OF Tarrant §

I, Russell Hergesell, a member of the Consultant team, make this affidavit and hereby on oath state the following:

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

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

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

Signed this 10<sup>th</sup> day of April, 2024.

[Signature]  
Signature of Official / Title

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

Sworn to and subscribed before me on this 10<sup>th</sup> day of April, 2024.



[Signature]  
Notary Public in and for the State of Texas



My Commission expires: 09-29-2026

**EXHIBIT E  
CONFLICT OF INTEREST QUESTIONNAIRE**

| <b>CONFLICT OF INTEREST QUESTIONNAIRE</b>  |                        | <b>FORM CIQ</b> |
|--|------------------------|-----------------|
| <b>For vendor doing business with local governmental entity</b>  |                        |                 |
| <p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></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>   | <b>OFFICE USE ONLY</b> |                 |
| <p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p>   | <p>Date Received</p>   |                 |
| <p><b>2</b> <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><b>3</b> 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><b>4</b> 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-left: 40px;">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" style="margin-left: 40px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p> <p style="margin-left: 40px;">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" style="margin-left: 40px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p> |                        |                 |
| <p><b>5</b> 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><b>6</b> <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><b>7</b></p> <p align="center">           _____<br/>           Signature of vendor doing business with the governmental entity         </p> <p align="right">           _____<br/>           Date         </p>  |                        |                 |



**EXHIBIT F  
DESIGN PROPOSAL**

DESIGN PROPOSAL

**Knight Erosion Control, Inc.**  
10751 Tube Drive  
Hurst, TX, 76053  
Office: 817/640-4442  
[www.kecinc.net](http://www.kecinc.net)  
TBPE No. F-23137

Date: March 22, 2024  
Proposal No. Design Only Proposal

HUB No. 1752354978400  
Certified By: NCTRCA MBE/WBE/SBE  
Certification No. WFWB69820N0323

Proposal Submitted To:

**Town of Prosper**  
Attn: Kurt Beilharz- Parks Department  
250 West First Street  
Prosper, TX, 75078  
972/743-9697  
Email: [KBeilharz@prospertx.gov](mailto:KBeilharz@prospertx.gov)

Work Performed At:

**Site Locations:** Windsong Mountain Bike & Frontier Park Fishing Pond  
**Project Location:**  
Windsong Mtn Bike-33°13'45"N 96°53'2"W  
Frontier Park-33°15'35.53"N 96°48'31.83"W  
**Scope:** Provide the Town of Prosper with Construction drawings for both, Windsong Mountain Bike Trail and Frontier Park Fishing Pond Embankment Reinforcement Designs.

Mr. Beilharz,  
Knight Erosion Control, Inc. dba Knight Engineering & Construction, Inc. appreciates the opportunity to work with you and to provide a quotation for the following scope of work, complete and in place, for your consideration. This quote was prepared in accordance with the site visits on (5/10/23 & 11/16/23), and a site visit on (5/10/23), or made available to us and is subject to the Notes as well as our General Conditions.

**Proposed:**

We hereby propose to provide a Retaining Wall Design to *The Town of Prosper* for both Windsong Mountain Bike Trail-Bridge Retaining Wall, and Frontier Park Fishing Pond- West-side.

**KEC Design- Lump Sum Rates**

|   |                     |
|---|---------------------|
| • Civil Design                                  | \$ 8,100.00         |
| • Structural Design                             | \$ 7,500.00         |
| • Flood Study (If Required)                     | \$ 11,400.00        |
| • Erosion Control Plan, with Permits            | \$ 2,280.00         |
| • Topo Survey and Construction Staking of Walls | \$ 10,560.00        |
| • Geotechnical Data Reports with borings        | \$ 8,400.00         |
| <b>TOTAL</b>                                    | <b>\$ 48,240.00</b> |

**KEC to Provide:**

1. Civil Design of Rrap Wall to include.
  - a. Cover Page
  - b. Rrap Wall Grading Plan
  - c. Access & Staging area location

- d. Cut/Fill Calculations for the proposed wall.
- e. Erosion Control Plan
- f. Erosion Control Detail
- g. Flood Study (If Required)
  - i. KEC to provide an electronic (PDF) file of the flood study report along with the supporting exhibits and models (*If Required*).
2. Structural Design of the Rrap Wall to include.
  - a. Cross section Design
  - b. Factors of Safety
  - c. Global Stability
  - d. Plan & Profile Design
3. The proposal Unit Quantities for Contract Rates, per the City of Garland- 2021 Term Mitigation Contract

**Specific Design Exclusions:**

1. The proposal does not include the cost of construction.
2. The proposal does not include permits for wall construction. All necessary permits are to be provided by others before construction.
3. The proposal does not include any reproduction fees or review fees.
4. This proposal does not include any submittals to FEMA.

**General Terms and Conditions:**

1. KEC has provided pricing based on current market conditions. No escalations or contingencies have been included for future labor, equipment, or material increases.
  - a. If a project is planned for a future year, then add 7.5% increase to project total, per year to cover inflation escalators.
2. Our safety practices meet OSHA regulations recommended safety procedures.
3. This proposal is contingent upon the understanding that there are no conflicts with any underground or overhead lines, wires, pipes, structures, or easements with the work as proposed. All locations of utilities and/or conflicts shall be by others.
4. **Basis of Compensation-** Knight Engineering and Construction shall prepare invoices in accordance with its standard invoicing practices. Invoices shall be submitted on a monthly basis and are due and payable within 30 days of receipt. Professional Services shall be billed monthly and based upon a percent complete for lump sum tasks or the agreed upon rates for the Project.
5. **Standard of Care-** The standard of care for all professional engineering and related services performed or furnished by Knight Erosion Control, Inc dba Knight Engineering and Construction under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Knight Engineering and Construction makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Knight Engineering and Construction.
6. **Compliance with Laws and Regulations-** Both Client and Knight Erosion Control, Inc dba Knight Engineering and Construction shall comply with applicable Laws and Regulations. KEC shall comply with any and all policies, procedures, and instructions of Client that as applicable to Knight Engineering and Construction performance of services under this Agreement and that Client provides to Knight Engineering and Construction in writing, subject to the Standard of Care set forth in Section IX and to the extent compliance is not inconsistent with professional practice requirements.
7. **Certification, Guarantees, and Warranties-** Knight Engineering and Construction shall not be required to sign any document, no matter by whom requested, that would result in Knight Engineering and Construction having to certify, guarantee, or warrant the existence of conditions whose existence Knight Engineering and Construction cannot ascertain. Client agrees not to make resolution of any dispute with Knight Engineering and Construction or payment of any amount due to Knight Engineering and Construction in any way contingent upon Knight Engineering and Construction signing any such document.
8. **Termination of Agreement-** It is understood that this Agreement may be cancelled at any time by the Client or by Knight Engineering and Construction any payment shall be due based on the method of computation in Section IV (4) only on Work performed or expenses incurred to date of cancellation.
9. Proposal may be withdrawn by KEC, if not accepted within 90 days.

Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Workers' Compensation and Public Liability Insurance on above work will be supplied by **KNIGHT ENGINEERING AND CONSTRUCTION**.

Respectfully submitted by **KNIGHT EROSION CONTROL, INC.**

**Db Knight Engineering and Construction**

Per Russell Hergesell

Russell Hergesell- Vice President of Sales



**EXHIBIT G  
CONSTRUCTION PROPOSAL of WINDSONG MOUNTAIN BIKE TRAIL**

**UNIT RATE PROPOSAL**

**KNIGHT EROSION CONTROL, INC.**

DbA Knight Engineering & Construction  
10751 Tube Drive  
Hurst, TX, 76053  
Office: 817/640-4442  
[www.kecinc.net](http://www.kecinc.net)

Date: March 21, 2024  
Proposal No. 2

HUB No. 1752354978400  
Certified By: NCTRCA MBE/WBE/SBE  
Certification No. WFWB69820N0323

Proposal Submitted To:

**Town of Prosper**  
Attn: Kurt Beilharz- Assistant Director of Parks Department  
250 West First Street  
Prosper, TX, 75078  
972/743-9697  
Email: [kBeilharz@prospertx.gov](mailto:kBeilharz@prospertx.gov)

Work Performed At:

**Site Location:** Windsong Mountain Bike  
Prosper, Texas  
**Project Location:** 33°13'45"N 96°53'2"W  
Doe Branch Creek Crossing  
Scope: Reinforce Doe Branch Creek on  
the North & Southside of creek with  
MSE Rrap Walls.  
**Proposal:** Based off City of Garland Unit  
Rates for the 2021 Term Erosion Mitigation  
Contract.

Mr. Beilharz,  
Knight Erosion Control, Inc. dba Knight Engineering & Construction appreciates the opportunity to work with you and the Town of Prosper by providing you with a quotation for the following scopes of work, complete and in place, for your consideration. This quote was prepared in accordance with the information made available to KEC per the site visit on 9/29/2023. The quote is subject to the City of Garland's Unit Rates for the 2021 Term Erosion Mitigation Contract, and the Notes as well, in our General Terms and Conditions.

**Proposed:**

We hereby propose to furnish all the materials and perform the labor necessary for the completion of, as noted below.

**Proposed Rrap Wall**

- Install (2) 30LF MSE Rrap "Bag" Walls, along North & South-side of Doe creek embankments x 12 feet tall from creek bottom. The proposed wall includes a foundation of approximately 30-35% (3.5' to 4' deep) of the proposed height from creek bottom to high bank. The proposal is based on using a MSE style of wall, with geogrid, gravel, and drainage for the reinforcement zone of the walls. The proposal also includes clearing, excavation, water management, removing & re-setting bridge crossing, re-installing wood bollards at each end (4 on either side), and site restoration upon completion.

**2021 Term Erosion Mitigation Contract Rates- City of Garland**

| ITEM #  | Unit Description                             | UOM | Unit Price  | QTY    | Unit Total   |
|---------|--|-----|-------------|--------|--------------|
| 187.00  | Unclassified Channel Excavation              | CY  | \$ 50.00    | 584.00 | \$ 29,200.00 |
| 203.20  | 6" Topsoil Delivered, placed, & Installed    | SY  | \$ 20.00    | 80.00  | \$ 1,600.00  |
| 203.002 | Borrow, delivered to jobsite & installed     | CY  | \$ 75.00    | 584.00 | \$ 43,800.00 |
| 271.00  | Sodding, including fertilizer & sprinkler    | SY  | \$ 80.00    | 80.00  | \$ 6,400.00  |
| 657.11  | RRap Retaining Wall higher than 4'           | SY  | \$ 675.00   | 100.00 | \$ 74,250.00 |
| 798.00  | All Erosion Control Activities incl. devices | LS  | \$ 4,000.00 | 1.00   | \$ 4,000.00  |
| 799.00  | Misc.- Removal & Reinstallation of bridge    | LS  | \$ 3,400.00 | 1.00   | \$ 3,400.00  |
| 101.00  | Clear, grub & dispose of all trees as noted  | EA  | \$ 500.00   | 10     | \$ 5,000.00  |

|              |  |    |              |      |                      |
|--------------|--|----|--------------|------|----------------------|
| 103.00       | Clearing, grubbing & removal of all bushes | AC | \$ 38,000.00 | .32  | \$ 12,160.00         |
| 2100.0       | Mobilization                               | LS | \$ 3,750.00  | 1.00 | \$ 3,750.00          |
| <b>TOTAL</b> |  |    |              |      | <b>\$ 183,560.00</b> |

**Knight Erosion Control to Provide:**

4. Locate Utilities (Does not include a SUE LEVEL testing)
5. Each Unit Price includes Payment & Performance Bonds.
6. The proposal includes site access, clearing, excavation, haul off, and water management.
7. Site Restoration
  - a. Disc. & Seed access path and staging area with grass seed (Millet, Fescue, or Rye).

**Specific Exclusions:**

5. The proposal does not include the design. Design Proposal was provided separately to the Town of Prosper.
6. The proposal does not include providing a Construction Sign/Capital Improvements Sign, per the request of the Town of Prosper,
7. The proposal does not include traffic control.
8. The proposal does not include installing fence or railing behind proposed wall. Does include providing temporary safety fencing around the staging area and work zone.

**General Terms and Conditions:**

10. This proposal is based on 20 working days per month.
11. KEC has provided pricing based on current market conditions. No escalations or contingencies have been included for future labor, equipment, or material increases.
12. Our safety practices meet OSHA regulations recommended safety procedures.
13. This proposal is contingent upon the understanding that there are no conflicts with any underground or overhead lines, wires, pipes, structures, or easements with the work as proposed. All locating of utilities and/or conflicts shall be by others.
14. **Payment-** Payment terms as noted: mobilization, end of month draw based on % of unit rates completed, and balance upon completion.
15. **Warranty-** KEC will warrant that the referenced work will be free from defects in materials and workmanship for a period of one year from the date of final billing. KEC's sole remedy for a breach of the warranty will be replacement or repair of defective materials or workmanship and in no event will KEC be liable for any consequential or special damages.
16. All material is guaranteed to be as specified and the above work to be performed in accordance with any drawings and/or specifications submitted for above work and completed in a workmanlike manner for the amount listed above
17. Proposal may be withdrawn by KEC, if not accepted within 30 days.

Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Workers' Compensation and Public Liability Insurance on above work will be supplied by **Knight Erosion Control, Inc.**

Respectfully submitted by **KNIGHT EROSION CONTROL, INC.**

Per Russell Hergesell  
Russell Hergesell- Vice President of Sales



**EXHIBIT G**  
**CONSTRUCTION PROPOSAL of FRONTIER PARK-FISHING POND REINFORCEMENT**

**UNIT PRICE PROPOSAL**

**KNIGHT EROSION CONTROL, INC.**  
 Dba Knight Engineering & Construction  
 Drive  
 Hurst, TX, 76053  
 Office: 817/640-4442  
[www.kecinc.net](http://www.kecinc.net)

Date: March 21, 2024  
 Proposal No. 2 10751 Tube

HUB No. 1752354978400  
 Certified By: NCTRCA MBE/WBE/SBE  
 Certification No. WFWB69820N0323

Proposal Submitted To:

Work Performed At:

**Town of Prosper**  
 Beilharz- Assistant Director of Parks Department  
 250 West First Street  
 Prosper, TX, 75078  
 972/743-9697  
 Email: [KBeilharz@prospertx.gov](mailto:KBeilharz@prospertx.gov)

**Site Location:** Frontier Park, Fishing Pond Attn: Kurt  
**Project Location:** 33°15'35.53" N  
 96°48'31.83" W  
**Scope:** Reinforce West embankment of  
 Fishing/Irrigation Pond, with Rrap  
 Retaining Wall,  
**Proposal:** Based off the 2021 Term Erosion  
 Mitigation Contract with the City of Garland

Mr. Beilharz,  
 Knight Erosion Control, Inc. dba Knight Engineering & Construction appreciates the opportunity to work with you and the Town of Prosper by providing you with a quotation for the following scopes of work, complete and in place, for your consideration. This quote was prepared in accordance with the information made available to KEC per the site visit on 9/29/2023. The quote is subject to the Notes as well in our General Terms and Conditions.

**Proposed:**

We hereby propose to furnish all the materials and perform the labor necessary for the completion of, as noted below.

**Proposed Rrap Wall**

- Installation of 1,280 LF of Rrap "Bag" Wall x 2-3 feet tall, along the west embankment of the fishing pond (See Kmz for Detail). The proposed wall includes a foundation approximately 1' below the toe of pond embankment. The proposed wall will have a gravel pocket, and a continuous 4" corrugated pipe for drainage. The proposal also includes clearing, excavation, water management, and site restoration upon completion.

**2021 Term Erosion Mitigation Contract Rates-City of Garland**

| ITEM #       | Unit Description                             | UOM | Unit Price  | QTY    | Unit Total           |
|--------------|--|-----|-------------|--------|----------------------|
| • 187.00     | Unclassified Channel Excavation              | CY  | \$ 50.00    | 214.00 | \$ 10,700.00         |
| • 203.20     | 6" Topsoil Delivered, placed, & Installed    | SY  | \$ 20.00    | 711.11 | \$ 14,222.20         |
| • 203.002    | Borrow, delivered to jobsite & installed     | CY  | \$ 75.00    | 106.67 | \$ 8,000.25          |
| • 271.00     | Sodding, including fertilizer & sprinkler    | SY  | \$ 80.00    | 711.11 | \$ 56,888.80         |
| • 657.11     | Rrap Retaining Wall 4' high or less          | SY  | \$ 648.00   | 497.78 | \$ 322,561.44        |
| • 797.00     | Capital Improvements Sign                    | EA  | \$ 550.00   | 0.00   | \$ 0.00              |
| • 798.00     | All Erosion Control Activities incl. devices | LS  | \$ 4,000.00 | 1.00   | \$ 4,000.00          |
| • 2100.0     | Mobilization                                 | LS  | \$ 3,750.00 | 1.00   | \$ 3,750.00          |
| <b>TOTAL</b> |  |     |             |        | <b>\$ 420,122.69</b> |

**Knight Erosion Control to Provide:**

1. Locate Utilities (Does not include a SUE LEVEL testing)
2. Each Unit Price includes Payment & Performance Bonds
3. The proposal includes site access, clearing, excavation, haul off, water management, and site restoration.
4. Site Restoration
  - a. Disc & Seed access path and staging area with grass seed (Millet, Fescue, or Rye).

**Specific Exclusions:**

1. The Unit Pricing Proposal does not include the design. Design Proposal was provided separately to the Town of Prosper.
2. The proposal does not include providing a Construction Sign/Capital Improvements Sign, per the request of the Town of Prosper.
3. The proposal does not include traffic control.
4. The proposal does not include installing fence or railing behind proposed wall. Does include providing temporary safety fencing around the staging area and work zone.

**General Terms and Conditions:**

1. This proposal is based on 20 working days per month.
2. KEC has provided pricing based on current market conditions. No escalations or contingencies have been included for future labor, equipment, or material increases.
  - a. If project is planned for a future year, then add 7.5% increase to project total, per year.
3. Our safety practices meet OSHA regulations recommended safety procedures.
4. This proposal is contingent upon the understanding that there are no conflicts with any underground or overhead lines, wires, pipes, structures, or easements with the work as proposed. All locating of utilities and/or conflicts shall be by others.
5. **Payment-** Payment terms as noted: 20% mobilization, end of month draw based on % of work completed, and balance upon completion.
6. **Warranty-** KEC will warrant that the referenced work will be free from defects in materials and workmanship for a period of one year from the date of final billing. KEC's sole remedy for a breach of the warranty will be replacement or repair of defective materials or workmanship and in no event will KEC be liable for any consequential or special damages.
7. All material is guaranteed to be as specified and the above work to be performed in accordance with any drawings and/or specifications submitted for above work and completed in a workmanlike manner for the amount listed above
8. Proposal may be withdrawn by KEC, if not accepted within 30 days.

Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Workers' Compensation and Public Liability Insurance on above work will be supplied by **Knight Erosion Control, Inc.**

Respectfully submitted by **KNIGHT EROSION CONTROL, INC.**

Per *Russell Hergesell*  
Russell Hergesell- Vice President of Sales