

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND SPIARS ENGINEERING, INC.
FOR THE TEEL PARKWAY EXPANSION (US 380 TO FISHTRAP ROAD) PROJECT (2153-ST)**

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 **Spiars Engineering, Inc.** a company authorized to do business in Texas, acting through a duly authorized officer, hereinafter called "Consultant," relative to Consultant providing professional engineering services to Town. Town and Consultant when mentioned collectively shall be referred to as the "Parties."

WITNESSETH:

WHEREAS, Town desires to obtain professional engineering services in connection with **Teel Parkway Expansion (US 380 to Fishtrap Road) Project (2153-ST)**, hereinafter called "Project";

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

1. **Term of Agreement.** This Agreement shall become effective on the date of its execution by both Parties, and shall continue in effect thereafter until terminated as provided herein.

2. **Services to be Performed by Consultant.** The Parties agree that Consultant shall perform such services as are set forth and described in **Exhibit A - Scope of Services** and incorporated herein as if written word for word. All services provided by Consultant hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of their profession. In case of conflict in the language of Exhibit A and this Agreement, this Agreement shall govern and control. Deviations from the Scope of Services or other provisions of this Agreement may only be made by written agreement signed by all Parties to this Agreement.

3. **Prompt Performance by Consultant.** Consultant shall perform all duties and services and make all decisions called for hereunder promptly and without unreasonable delay as is necessary to cause Consultant's services hereunder to be timely and properly performed. Notwithstanding the foregoing, Consultant agrees to use diligent efforts to perform the services described herein and further defined in any specific task orders, in a manner consistent with these task orders; however, the Town understands and agrees that Consultant is retained to perform a professional service and such services must be bound, first and foremost, by the principles of sound professional judgment and reasonable diligence.

4. **Compensation of Consultant.** Town agrees to pay to Consultant for satisfactory completion of all services included in this Agreement a total fee of Two Hundred Eighteen Thousand Two Hundred Dollars and Zero Cents (\$218,200.00) for the Project as set forth and described in **Exhibit B - Compensation Schedule** and incorporated herein as if written word for word. Lump sum fees shall be billed monthly based on the percentage of completion. Hourly not to exceed fees shall be billed monthly based on hours of work that have been completed. Direct Costs for expenses such as mileage, copies, scans, sub-consultants, and similar costs are included in fees and shall be billed as completed.

Consultant agrees to submit statements to Town for professional services no more than once per month. These statements will be based upon Consultant's actual services performed and reimbursable expenses incurred, if any, and Town shall endeavor to make prompt payments. Each statement submitted by Consultant to Town shall be reasonably itemized to show the amount of work performed during that period. If Town fails to pay Consultant

within sixty (60) calendar days of the receipt of Consultant's invoice, Consultant may, after giving ten (10) days written notice to Town, suspend professional services until paid.

Nothing contained in this Agreement shall require Town to pay for any work that is unsatisfactory as reasonably determined by Town or which is not submitted in compliance with the terms of this Agreement.

The Scope of Services shall be strictly limited. Town shall not be required to pay any amount in excess of the original proposed amount unless Town shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts.

5. **Town's Obligations.** Town agrees that it will (i) designate a specific person as Town's representative, (ii) provide Consultant with any previous studies, reports, data, budget constraints, special Town requirements, or other pertinent information known to Town, when necessitated by a project, (iii) when needed, assist Consultant in obtaining access to properties necessary for performance of Consultant's work for Town, (iv) make prompt payments in response to Consultant's statements and (v) respond in a timely fashion to requests from Consultant. Consultant is entitled to rely upon and use, without independent verification and without liability, all information and services provided by Town or Town's representatives.

6. **Ownership and Reuse of Documents.** Upon completion of Consultant's services and receipt of payment in full therefore, Consultant agrees to provide Town with copies of all materials and documents prepared or assembled by Consultant under this Agreement and that Town may use them without Consultant's permission for any purpose relating to the Project. Any reuse of the documents not relating to the Project shall be at Town's risk. Consultant may retain in its files copies of all reports, drawings, specifications and all other pertinent information for the work it performs for Town.

7. **Town Objection to Personnel.** If at any time after entering into this Agreement, Town has any reasonable objection to any of Engineer's personnel, or any personnel, professionals and/or consultants retained by Engineer, Engineer shall promptly propose substitutes to whom Town has no reasonable objection, and Engineer's compensation shall be equitably adjusted to reflect any difference in Engineer's costs occasioned by such substitution.

8. **Insurance.** Consultant shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement applicable insurance policies as described in **Exhibit C - Insurance Requirements** and incorporated herein as if written word for word. Consultant shall submit to Town proof of such insurance prior to commencing any work for Town.

9. **Indemnification.** **CONSULTANT DOES HEREBY COVENANT AND AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS TOWN AND ITS OFFICIALS, OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES AND INVITEES FROM AND AGAINST LIABILITY, CLAIMS, SUITS, DEMANDS AND/OR CAUSES OF ACTION, (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES AND COSTS OF LITIGATION), WHICH MAY ARISE BY REASON OF DEATH OR INJURY TO PROPERTY OR PERSONS BUT ONLY TO THE EXTENT OCCASIONED BY THE NEGLIGENT ACT, ERROR OR OMISSION OF CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, INVITEES OR OTHER PERSONS FOR WHOM CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS AGREEMENT.**

IN THE EVENT THAT TOWN AND CONSULTANT ARE CONCURRENTLY NEGLIGENT, THE PARTIES AGREE THAT ALL LIABILITY SHALL BE CALCULATED ON A COMPARATIVE BASIS OF FAULT AND RESPONSIBILITY AND THAT NEITHER PARTY SHALL BE REQUIRED TO DEFEND OR INDEMNIFY THE OTHER PARTY FOR THAT PARTY'S NEGLIGENT OR INTENTIONAL ACTS, ERRORS OR OMISSIONS.

10. **Notices.** Any notices to be given hereunder by either Party to the other may be affected either by personal delivery, in writing, or by registered or certified mail to the following addresses:

Spiars Engineering, Inc.
Matt Dorsett, P.E.
765 Custer Road, Suite 100
Plano 75075
Matt.dorsett@spiarsengineering.com

Town of Prosper
Harlan Jefferson, Town Manager
PO Box 307
Prosper, TX 75078
hjefferson@prospertx.gov

11. **Termination.** The obligation to provide further services under this Agreement may be terminated by either Party in writing upon thirty (30) calendar days notice. In the event of termination by Town, Consultant shall be entitled to payment for services rendered through receipt of the termination notice.

12. **Sole Parties and Entire Agreement.** This Agreement shall not create any rights or benefits to anyone except Town and Consultant, and contains the entire agreement between the Parties. Oral modifications to this Agreement shall have no force or effect.

13. **Assignment and Delegation.** Neither Town nor Consultant may assign its rights or delegate its duties without the written consent of the other Party. This Agreement is binding on Town and Consultant to the extent permitted by law. Nothing herein is to be construed as creating any personal liability on the part of any Town officer, employee or agent.

14. **Texas Law to Apply; Successors; Construction.** This Agreement shall be construed under and in accordance with the laws of the State of Texas. It shall be binding upon, and inure to the benefit of, the Parties hereto and their representatives, successors and assigns. Should any provisions in this Agreement later be held invalid, illegal or unenforceable, they shall be deemed void, and this Agreement shall be construed as if such provision had never been contained herein.

15. **Conflict of Interest.** Consultant agrees that it is aware of the prohibited interest requirement of the Town Charter, which is repeated in **Exhibit D - Conflict of Interest Affidavit** and incorporated herein as if written word for word, and will abide by the same. Further, a lawful representative of Consultant shall execute the Affidavit included in the exhibit. Consultant understands and agrees that the existence of a prohibited interest during the term of this Agreement will render the Agreement voidable.

Consultant agrees that it is further aware of the vendor disclosure requirements set forth in Chapter 176, Local Government Code, as amended, and will abide by the same. In this connection, a lawful representative of Consultant shall execute the Conflict of Interest Questionnaire, Form CIQ, attached hereto as **Exhibit E - Conflict of Interest Questionnaire** and incorporated herein as if written word for word.

16. **Venue.** The Parties herein agree that this Agreement shall be enforceable in Prosper, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in Collin County, Texas.

17. **Mediation.** In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to non-binding mediation.

18. **Prevailing Party.** In the event a Party initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled

to recover its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).


19. **"Anti-Israel Boycott" Provision.** In accordance with Chapter 2270, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Chapter 2270 does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the company is not subject to Chapter 2270 for the reasons stated herein, the signatory executing this Agreement on behalf of the company verifies by its signature to this Agreement that the company does not boycott Israel and will not boycott Israel during the term of this Agreement.

20. **Signatories.** Town warrants and represents that the individual executing this Agreement on behalf of Town has full authority to execute this Agreement and bind Town to the same. Consultant warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind Consultant to same.

IN WITNESS WHEREOF, the Parties, having read and understood this Agreement, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the _____ day of _____, 20____.

SPIARS ENGINEERING, INC.

TOWN OF PROSPER, TEXAS

By: 
Signature
MATT DORSETT
Printed Name
VICE PRESIDENT
Title
2/10/22
Date

By: _____
Signature
Harlan Jefferson
Printed Name
Town Manager
Title

Date

**EXHIBIT A
SCOPE OF SERVICES**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND SPIARS ENGINEERING, INC.
FOR THE TEEL PARKWAY EXPANSION (US 380 TO FISHTRAP ROAD) PROJECT (2153-ST)**

I. PROJECT DESCRIPTION

Approximately 2,650 LF of roadway and associated infrastructure immediately east of existing Teel Parkway north of US 380 and south of Fishtrap Road.

II. TASK SUMMARY

Task 1 – Topographic Survey

Prepare topographic survey for proposed alignments including the following:

1. Contours at one foot intervals.
2. Spot elevations at streets and pavements adjacent to the site along each curb and edge of pavement.
3. Plotted locations of structures, paving and improvements above ground on or within approximately fifty feet of the site.
4. Location and size of visible utilities.

Task 2 – Preliminary Design Engineering

Prepare preliminary engineering exhibits and/or plan sheets for the Town of Prosper to review and approve the geometric design of the roadway and associated infrastructure. Although it will be taken into account, all preliminary design engineering is to exclude vertical design and any items are subject to change based on final design engineering.

Task 3 – Final Design Engineering

1. Prepare Paving Plans for streets and turn lanes/median openings. Detailed planwork to include dimensional control.
2. Prepare Drainage Area Map (onsite and offsite). Planwork to include hydrologic information for each drainage area.
3. Prepare Storm Drainage Plans based on Town standards. Planwork to include detailed storm sewer plan/profile drawings with the appropriate hydraulic information.
4. Prepare Water & Sanitary Sewer Plans. Planwork to include detailed plan/profile drawings as required by the Town for the water and sanitary sewer mains, services, fire hydrants, valves, etc.
5. Prepare Erosion Control Plans and Details. This excludes preparation of the Notice of Intent (N.O.I.) and Storm Water Pollution Prevention Plan (S.W.P.P.P.) booklets or submittal to the EPA/TCEQ.
6. Prepare Street Signage Plan per Town standards. Planwork to include coordination with the contractor for installation of signs.
7. Prepare Traffic Control Plan per Town standards.

8. Submit, process and coordinate all necessary applications, permits and plans necessary to obtain Town approval of the final engineering planwork for construction.
9. Plan packages will be submitted for Town review at 60% and 90% design completion. It is understood that the 60% submittal to the Town is to review constructability and the 90% submittal is to review prior to contract document preparation (bid drawings and associated bid documents)

Task 4 – Construction Coordination and Administration

1. Excavation, Utility and Paving Construction Coordination.
 - a) Prepare bid documents.
2. Site Inspection.
 - b) Review contractor submittals related to roadway construction.
 - c) Answer contractor requests for information during construction.
 - d) Visit the site periodically to review construction completed to date and advise TOWN if any work is not consistent with the applicable plans.
 - e) Meet with contractors at the site as needed to review progress and coordinate any issues that may arise.
 - f) Attend preliminary and final inspections with the contractors and Town officials.
3. Project Administration.
 - g) Meet with the Town as necessary to report on the project status.
 - h) Coordinate with the construction superintendent, contractors and Town officials to obtain a Final Letter of Acceptance.
 - i) Provide the appropriate letters and information to the Town to obtain project completion.

Task 5 – Survey Control

Control Staking. Set control stakes for horizontal control, local benchmarks and permanent vertical benchmarks. This will be billed as hourly not to exceed on an as needed basis.

Task 6 – Separate Instrument Preparation

Prepare separate instrument exhibits for easement and ROW dedication as follows:

1. ROW dedication document across Gray Trust Property
2. Temporary construction easement across Gray Trust Property
3. Temporary construction easement across Pemasani Interests LLC Property
4. Slope easement across Gray Trust Property
5. Slope easement across Pemasani Interests LLC Property
6. Box culvert drainage easement across Gray Trust Property
7. Box culvert drainage easement across Pemasani Interests LLC Property

Separate instrument documents will be prepared at an estimated rate of \$1,000 per document. This will be billed as an hourly not to exceed task with a maximum cost of \$7,000.

Task 7 – Landscape and Irrigation Design

- I. Concept Design Development
We will prepare an overall concept plan for the planting improvements within the medians and will discuss these proposed improvements with you. The layout style and materials used will be similar to the existing design theme and specifications set forth in the example project the Town provided.

After the concept plans are reviewed, we will prepare a detailed cost estimate for installation improvements.

II. Final Construction Plans

Based on the approved concept design development, we will prepare final drawings, construction details, specifications, and related documents setting forth in detail the requirements for constructing the landscape planting, enhanced median pavement, mowing entrances, edging, and irrigation for this development.

- A. Landscape Plans - The final landscape plans will be designed in accordance with the approved preliminary plans and will include dimensional planting layout plans, planting notes, planting details, enhanced paving details, and plant material descriptions.
- B. Irrigation Plans - The automatic irrigation system will be a cost-efficient system designed with reliable, top-quality irrigation equipment utilizing the latest in water-efficient features for optimum water management and distribution.

III. Coordination

We will provide/perform the following:

- 1. Coordinate design concepts and budgets with the engineer.
- 2. Work with the Town and awarded contractors for final plan approval.
- 3. Coordinate plans and hardscape enhancements with the record engineer.
- 4. Coordinate the location of franchise utilities and services if such services are needed.

IV. Construction Administration

We will perform the following construction administration phase services for the project:

- 1. Prepare quantities, bid forms, and specifications for bidding and help coordinate the award of the project and coinciding construction contracts.
- 2. Conduct site visits as requested, or at appropriate intervals per your request to observe the project construction. One (1) site visit is anticipated and included with this proposal. Additional site visits can be provided at your request as additional services. The anticipated fee for each additional site visit is \$195.00 each.
- 3. Provide consultation to you during construction which includes assistance via email and phone.
- 4. Attend a final walk-through and prepare a punch list of items.

Please note that Owner or Engineering site changes or design changes that require us to revise our plans within two weeks prior to the target submittal date, or thereafter, may be considered additional services.

Task 8 –Geotechnical Engineering

1. Field Investigation

Considering the anticipated site geology, it is recommended subsurface conditions be evaluated with 15 sample borings. Borings will be drilled at approximate 250-foot spacing along the proposed roadway. Borings will be extended to a depth of 20 feet.

Borings will be sampled continuously to a depth of 10 feet, and at maximum five-foot intervals thereafter. Samples of cohesive soils will be obtained using three-inch diameter pushed tubes. Cohesionless soils

(sands and gravels) will be sampled and evaluated in-situ by use of the Standard Penetration test (SPT). Unweathered shale, if encountered, will be evaluated in-situ using the Texas Department of Transportation (TxDOT) cone penetrometer.

Observations will be made in the open borings subsequent to drilling to evaluate ground water conditions. Borings will be backfilled with drill cuttings at the completion of field operations.

Settlement of boreholes may occur over time. Reed Engineering Group, Ltd. will not be responsible for any settlement of boreholes that may occur after initial backfilling.

Precautions will be taken during the field investigation to avoid damage to underground utilities and structures. However, Reed Engineering Group, Ltd. will not be liable for damage to utilities or structures not identified on plans provided to us, or improperly located in the field by other parties.

Borings will be field-located using GPS (Global Positioning System) technology. The accuracy of our unit is reportedly within plus or minus one meter.

2. Laboratory Investigation

Upon return to the laboratory, all samples will be visually classified by the project engineer or engineering geologist in accordance with the Unified Soil Classification System (USCS). Each sample of cohesive soil will be evaluated for consistency by use of a pocket penetrometer test.

Selected samples will be subjected to classification tests and tests to evaluate shrink/swell characteristics. Anticipated classification tests consist of Atterberg Limits, moisture content, and partial grain size determinations. Soil shrink/swell potential will be evaluated by use of absorption pressure-swelling tests in conjunction with soil suction determinations.

In addition, lime series and soluble sulfate content tests will be conducted for pavement subgrade design requirements.

3. Engineering Services

The results of the field and laboratory investigations will be evaluated and presented with our recommendations in a bound report. The report will address the following:

- a. description of the soil and ground water conditions as they relate to the performance and construction of the project;
- b. design considerations for construction in expansive soils;
- c. pavement subgrade conditions and recommended stabilization in accordance with the Town of Prosper guidelines; and
- d. earthwork and testing recommendations.

Task 9 – Record Drawings

Prepare record drawings to reflect the as-built infrastructure marked up and provided by contractor. Provide PDF and CAD files to Town.

Task 10 – Non-Labor Reimbursable Expenditures

Reimbursable Expenditures (printing, deliveries, CAD plots, travel, etc...) shall be approved in advance by Client and will be invoiced at 1.15 times our cost. Invoices shall be submitted monthly for work completed to date or on a milestone basis and shall be due within 30 days of the date on the invoice.

Task 11 – Subsurface Utility Engineering

Expose existing utilities at intersection of Fishtrap Road and Teel Parkway. Vacuum excavation or other nondestructive excavation techniques will be used. A maximum of four excavation locations will be performed.

III. DELIVERABLES

Task 1 – Topographic Survey	Topographic Survey
Task 2 – Preliminary Engineering	Preliminary Engineering Exhibit
Task 3 – Final Design Engineering	60% Plans 90% Plans Final Plans
Task 4 – Construction Coordination and Admin.	Bid Documents Construction Contract
Task 5 – Survey Control	Set Control in Field
Task 6 – Separate Instrument Preparation	Separate Instrument Easement Dedication Exhibits Separate Instrument ROW Dedication Exhibits
Task 7 – Landscape and Irrigation Design	Landscape & Irrigation Plans
Task 8 – Geotechnical Engineering	Geotechnical Report
Task 9 - Record Drawings	One (1) PDF copy of each sheet of the record drawings One (1) DWG of the record drawings base map
Task 11 – Subsurface Utility Engineering	SUE Report Showing Location of Water Line

**EXHIBIT B
COMPENSATION SCHEDULE**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND SPIARS ENGINEERING, INC.
FOR THE TEEL PARKWAY EXPANSION (US 380 TO FISHTRAP ROAD) PROJECT (2153-ST)**

I. COMPENSATION SCHEDULE

Task	Completion Schedule	Compensation Schedule
Notice-to-Proceed	February 2022	
Task 1 – Topographic Survey	April 2022	\$5,000
Task 2 – Preliminary Engineering	May 2022	\$20,000
Task 3 – Final Design Engineering	February 2023	\$120,000
Task 4 – Construction Coordination and Admin.	TBD	\$10,000
Task 5 – Survey Control	TBD	\$1,000
Task 6 – Separate Instrument Preparation	TBD	\$7,000
Task 7 – Landscape and Irrigation Plans	February 2023	\$18,000
Task 8 – Geotechnical Engineering	TBD	\$14,200
Task 9 – Record Drawings	TBD	\$5,000
Task 10 – Reimbursable Expenditures	TBD	\$8,000
Task 11 – Subsurface Utility Engineering	TBD	\$10,000
Total Compensation		\$218,200

II. COMPENSATION SUMMARY

Basic Services (Lump Sum)	Amount
Task 1 – Topographic Survey	\$5,000
Task 2 – Preliminary Engineering	\$20,000
Task 3 – Final Design Engineering	\$120,000
Task 4 – Construction Coordination and Admin.	\$10,000
Task 7 – Landscape and Irrigation Design	\$18,000
Task 8 – Geotechnical Engineering	\$14,200
Task 9 - Record Drawings	\$5,000
Task 11 – Subsurface Utility Engineering	\$10,000
Total Basic Services:	\$202,200

Special Services (Hourly Not-to-Exceed)	Amount
Task 5 – Survey Control	\$1,000
Task 6 – Separate Instrument Preparation	\$7,000
Total Special Services:	\$8,000

Direct Expenses	Amount
Task 10 – Reimbursable Expenditures (Budget)	\$8,000
Total Direct Expenses:	\$8,000

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 SPIARS ENGINEERING, INC.
FOR THE TEEL PARKWAY EXPANSION (US 380 TO FISHTRAP ROAD) PROJECT (2153-ST)

THE STATE OF TEXAS §
COUNTY OF COLLIN §

I, MATT DORSETT, 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 10th day of FEB, 2022.

Matt Dorsett
Signature of Official / Title

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

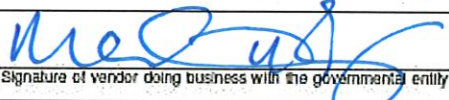
Sworn to and subscribed before me on this 10 day of February, 2022.

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



My Commission expires: 8/11/2025

**EXHIBIT E
CONFLICT OF INTEREST QUESTIONNAIRE**

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor doing business with local governmental entity		
<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>	OFFICE USE ONLY <hr/> Date Received 	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> <p align="center" style="font-size: 1.2em; color: blue;"><u>SPIARS ENGINEERING INC, INC</u></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" style="font-size: 1.2em; color: blue;"><u>PETE ANAYA</u></p> <p align="center" style="font-size: 0.8em;">Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p align="center"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p align="center"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p> <p align="center" style="font-size: 1.2em; color: blue;"><u>NONE</u></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" style="font-size: 1.2em; color: blue;"><u></u></p> <p align="center" style="font-size: 0.8em;">Signature of vendor doing business with the governmental entity</p>		<p align="center" style="font-size: 1.2em; color: blue;"><u>2/10/22</u></p> <p align="center" style="font-size: 0.8em;">Date</p>