

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND CLAYMOORE ENGINEERING, INC.
FOR THE UPPER DOE BRANCH WW LINE (TEEL-PISD STADIUM) (PRJ# 2152-WW)**

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 **Claymoore 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 the **Upper Doe Branch WW Line (Teel – PISD Stadium) (Prj# 2152-WW)**, 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 Three Hundred and Sixty Three Thousand Dollars (\$363,000) 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 PARTSUBCONSULTANT 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:

Claymoore Engineering, Inc.
Matt Moore, PE - President
301 S. Coleman, Suite 40
Prosper, TX 75078
matt@claymooreeng.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

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 2nd day of March, 2022.

CLAYMOORE ENGINEERING, INC.

TOWN OF PROSPER, TEXAS

By:



Signature

Matt Moore, PE

Printed Name

President

Title

3/12/22

Date

By:

Signature

Harlan Jefferson

Printed Name

Town Manager

Title

Date

**EXHIBIT A
SCOPE OF SERVICES**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
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I. PROJECT DESCRIPTION

Due to the future developments contemplated at the intersection of the Dallas Parkway and Frontier Parkway, completion of a sanitary sewer extension from the Windsong Ranch development to Frontier Parkway is needed to serve the planned developments. A variable sized sanitary sewer line is needed to be extended from Teel Parkway and Prosper Trail northeast to Legacy Drive to the existing lift station. From this point, the line will head north along Legacy Drive to Frontier Parkway. The proposed sanitary sewer line will head east along Frontier Parkway to the Dallas North Tollway then south along the west side of the Dallas North Tollway where it will cross the Dallas North Tollway and head east at the rear of the Metten Tract and the north along the eastern border of the Metten Tract. The final section of line will extend down Frontier Parkway to the Prosper ISD stadium located east of Frontier Park. The line is proposed to be located within a dedicated sanitary sewer easement along the proposed routing of the sanitary sewer facility.

The project will include a preliminary design that will determine the horizontal alignment and easement needs of the project and final design that will include a final design submittal. The project will continue through bid and construction phase services. This scope of services is based upon the preparation of one set of construction contract documents (plans and specifications) for the project.

II. TASK SUMMARY

Task 1 – Preliminary Design

1. Consultant will attend one meeting with Town to confirm the goals, schedule, and deliverables for the project.
2. Consultant will obtain and review all available data for the proposed sewer line.
3. Consultant will prepare right of entry letters for the proposed surveying services. It is anticipated that the Town will mail the letters to the property owners.
4. Effort will include the consultant preparing an alignment study for the proposed sanitary sewer line which will identify a maximum of three alternatives related to the alignment of the sanitary sewer line.
5. Consultant will conduct field visit with each property owner and town to obtain feedback and approval for preliminary layout. Consultant to provide staking of alignment prior to field visit.
6. Consultant will prepare a sanitary sewer basin map with projected flows based on zoning and Town Wastewater System design requirements in an effort to size the proposed line.
7. Consultant will prepare a preliminary horizontal and vertical layout of the proposed sanitary sewer line based on topographic survey information and other available data. Effort will include submittal of the layout to the Town for review along with response to one round of comments from the Town.
8. Effort will include preparation of an opinion of probably construction cost based on the proposed layout.
9. Consultant will identify the required easements for the proposed sanitary sewer line. Upon approval of the preliminary layout, easements documents will be coordinated with the Surveyor.

Task 2 – Final Design-

1. This task will include preparation of a 90% design based on the design data collected for the project. This submittal will include preparation of the proposed contract and bid documents for review by the Town. Consultant will prepare an updated Opinion of Probable Construction Cost based on the final design documents. Consultant will submit a PDF set of the applicable documents to the Town for review.
2. Consultant will attend one meeting with the Town to review the comments based on the 90% plans.
3. Consultant will submit the proposed plans for the proposed construction of the improvements within the Dallas North Tollway property to NTTA for their review and approval. Effort will include response to comment from NTTA.
4. Effort will include preparation of the 100% Final Design documents based on the review comments received from the 90% review. This package will include the applicable contract and bid documents. The submittal will include electronic copies of the construction drawings in pdf format.
5. Upon completion of Town review of the 100% Final Design documents, the consultant will prepare the final plan package to complete the project in accordance with the Town's bidding procedures. Effort will include preparation of an opinion of probable construction cost based on the final documents. In addition, the submittal will include electronic copies of the construction drawings in PDF and AutoCAD format based on the Town's electronic submittal requirements.

Task 3 – Bid Phase-

1. Consultant will assist Town by responding to bid questions and interpreting bid documents. Consultant will prepare and issue addendums to the bid documents to plan holders if necessary.
2. Consultant will attend a pre-bid meeting, if necessary, for the construction project and coordinate responses with Town.

Task 4 – Construction Phase- Consultant will provide construction phase services as outlined below. Please note that the Consultant does not guarantee the Contractor's performance, nor is Consultant responsible for supervision of the Contractor's operation and employees. Consultant shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor.

1. Consultant will attend a pre-construction meeting with the awarded Contractor.
2. Consultant will assist in the processing of submittals, requests for information (RFI), shop drawings, and schedules.
3. Effort will include four (4) site visits to observe the progress and review in general if the work is proceeding in accordance with the final design documents.
4. Consultant will prepare record drawings based on the information furnished by Contractor reflecting changes made during construction. Consultant shall provide electronic files in PDF and a DWG copy of the Record Drawings to the Town.

Task 5 – Topographical Survey – Consultant through a subconsultant will perform surveying services for the project. The following survey shall be provided.

1. Prepare a detailed topographic survey for the new sanitary sewer line to be extended from Teel Parkway and Prosper Trail to the existing Prosper ISD stadium. Survey will be an approximate 50-ft swath along the proposed alignment and will include all visible surface features, spot elevations, one-foot contours, boundary lines, and trees that are 6-inches in diameter or larger. The survey will be delivered in electronic AutoCAD format.
2. Surveyor will request Texas 811.
3. Consultant will coordinate with the Town on the marking of their existing utilities.

Task 6 -Easement Documents-

1. Consultant's surveyor will prepare up to ten (10) permanent easement documents and ten (10) temporary construction easement documents, signed and sealed by a Registered Professional Land Surveyor.

Task 7 – Subsurface Utility Engineering (SUE) – Consultant through a subconsultant will provide subsurface utility engineering (SUE) services. SUE work required for this project in a general accordance with the recommended practices and procedures described in ASCE Publication CI/ASCE 38-02. Below is a summary of the levels of SUE work

- a. Quality Level D (QL "D") – Information derived from existing records.
 - b. Quality Level C (QL "C") – QL "D" information supplemented with information obtained by surveying visible above-ground utility features (i.e., valves, hydrants, meters, manhole covers, etc.).
 - c. Quality Level B (QL " B") – Two-dimensional (x, y) information obtained through the application and interpretation of non-destructive surface geophysical methods. Also known as "designating" this quality level provides the horizontal position of subsurface utilities within approximately one foot.
 - d. Quality Level A (QL " A") – Also known as "locating", this quality level provides precise three-dimensional (x, y, z) information at critical locations by exposing specific utilities. Non-destructive vacuum excavation equipment is used to expose the utilities at specific points which are then tied down by survey.
1. Effort is assumed to include four (4) test holes in accordance with QL A listed above at locations selected based on Town feedback.
 2. Sub-consultant will establish routine/ordinary traffic control (cones and free-standing signage, etc.) whenever required as part of this scope.

Task 8- Environmental Services- Consultant through a subconsultant will render the following professional environmental services in connection with the project.

A: Phase I Cultural Resources Pedestrian Survey

Through cursory review of the project, SUBCONSULTANT has determined that there are no previously recorded sites or other cultural resources within proposed project area. Furthermore, historic aerial photography and topographic maps reveal that the project area is absent of any potentially historic structures. Due to the proximity of the project to unnamed tributary to Doe Branch, the project area has an elevated probability of prehistoric archeological resources. As a portion of the project is located within frequently flooded soils, it is anticipated that the THC may require deep testing to evaluate if the project will impact any deeply buried archeological sites within the floodplain.

Once notice-to-proceed (NTP) has been acquired, SUBCONSULTANT will immediately begin preparations to coordinate with the THC. Coordination with the THC will occur through the submittal of an Antiquities Permit Application that describes the project area and details the proposed scope of work. Once the permit application has been approved by the THC, SUBCONSULTANT will be provided a permit number and receive authorization to conduct the archeological survey. The THC has a maximum of 30 days to review a submitted permit application. Concurrent to Antiquities Permit Application review, SUBCONSULTANT will begin coordinating with project management to streamline fieldwork once the permit has been received. Since the project will be located on state land and will require a Section 404 permit, an archeological survey must be conducted for the project to comply with state and federal law. As such, SUBCONSULTANT will provide the following professional services to obtain THC/USACE approval for the project:

- complete the Antiquities Permit Application necessary to conduct the intensive pedestrian archeological survey;

- complete a full intensive pedestrian archeological survey to document archeological sites 50 years or older within the project corridor;
- make preliminary determinations of eligibility for inclusion in the NRHP or as a State Antiquities Landmark (SAL) for any documented archeological sites encountered;
- analyze any artifacts recorded and/or collected (if applicable);
- complete and submitting State of Texas Archeological Site Data Forms to the Texas Archeological Research Laboratory (TARL) for any newly recorded archeological sites encountered within the project area and obtain site trinomial identification numbers;
- draft a technical report that documents the archeological background review, survey methods, survey results, any necessary NRHP eligibility assessment, and recommendations; and
- conduct coordination with the THC to agency comment.

Due to the presence of soils indicating both alluvial deposition within the unnamed tributary to Doe Branch floodplain and *in situ* development within upland settings, this intensive archeological survey will be conducted using systematically-placed shovel tests within the project area. In areas with potential for containing archeological materials in shallow contexts (i.e., depths less than 3 feet [ft]), shovel tests will be excavated to the top of culturally sterile deposits, typically the calcic (Bk) subsoil horizon or bedrock in this area. Each shovel test will be at least 30 centimeters (cm) in diameter and will be excavated in levels not exceeding 20 cm in thickness. Excavated soil will be screened using 0.25-inch (in; 0.64-cm) hardware mesh to facilitate the recovery of artifacts. If clay content is high and cannot be efficiently screened, the excavated soil will be manually troweled and inspected for cultural deposits. Additionally, the physical properties of each natural stratigraphic level will be recorded. All shovel test locations will be plotted using hand-held Global Positioning System (GPS) units. Investigators will document the results of each shovel test on standardized forms.

For linear portions of the project (e.g., proposed force and gravity mains), the THC Archeological Survey Standards for Texas require that 16 shovel tests be conducted per mile (mi) along each survey transect. Thus, it is anticipated that a maximum of approximately 46 shovel tests will be required by the current CTA archeological survey standards and will be excavated during the intensive survey. However, the number of shovel and auger tests could vary based on the extent of previous disturbances, exposed bedrock or culturally sterile subsoil, and steep slopes present within the project area, or if archeological site(s) are encountered.

B - Delineation of Waters of the United States

SUBCONSULTANT will provide professional services to delineate all waters of the United States, including wetlands, at the specified project site. SUBCONSULTANT wetland ecologist will delineate the jurisdictional limits of the streams and any on-channel ponds based on 33 CFR 328.3[e], delineate the jurisdictional limits of any potential wetlands based on the 1987 USACE Wetland Delineation Manual, the Great Plains Regional Supplement, and current Regulatory Guidance Letters. SUBCONSULTANT will record the boundaries of any potential jurisdictional waters with a sub-meter accurate Global Positioning System and on field maps that will be digitized for illustrations and calculations. This delineation map will be provided to the client.

The deliverable for this task is a letter report that summarizes the delineation of the site. The letter report will include:

- Delineation map of the jurisdictional waters of the United States;
- Routine Wetland Determination Data Forms completed for all potential wetlands (including any questionable wetlands);
- Representative photographs of upland and jurisdictional sites;
- Descriptions of the site and each jurisdictional area (i.e., soils, plant communities, historic land use, stream characteristics, and ultimately the quality);

- Determinations as to significant nexus for all wetlands and non-relatively permanent waters within the study limits; and
- Definitions of a water of the United States and whether each water/wetland feature meet a definition (i.e., SUBCONSULTANT' opinion as to whether they are jurisdictional).

C – Protected Species Habitat Assessment

This effort will include coordinating with USFWS to determine the species listed in Collin County, habitat surveys for listed protected species and a report presenting the findings of the surveys. Research of available data will determine the listed species and their preferred habitat. Species-specific surveys will not be covered in this scope of services, since they require substantial time throughout particular seasons using specific protocols. Habitat surveys are designed to determine whether the site contains preferred protected species habitat and the likelihood of the presence of that species. A brief letter report will be prepared summarizing the results of the survey. Specifically, the report will describe the habitats present on the site, the protected species that are listed in Collin County and their preferred habitats, and an evaluation of whether or not this preferred habitat is present on the site.

D – Section 404/Nationwide Permit Assessment

After the delineation and cultural resources survey is completed, SUBCONSULTANT will utilize this information to evaluate the proposed alignment to determine compliance with Section 404 of the CWA, specifically the NWP program. SUBCONSULTANT will evaluate the proposed project and what impacts the project has in waters of the United States to determine the USACE's scope and type of permit necessary for the impacts. Next SUBCONSULTANT will document the NWP terms and conditions, General Conditions, and Fort Worth District Regional Conditions for the applicable permit. Finally, SUBCONSULTANT will document how the proposed project complies with each of these conditions. SUBCONSULTANT will summarize the delineation, impact assessment, permit conditions, and compliance in a brief letter report. Compile existing information and conduct site visit

1. Prior to making a field visit, obtain information for the vicinity such as soils maps, National Wetland Inventory maps, topographic maps, floodplain maps, and other readily available, pertinent data. This information will be evaluated to guide the field survey described below. Consultant's scientists will conduct a pedestrian survey of the route to identify environmental issues. This investigation will include the following:
 - i. Identification of "waters of the U.S." as defined by U.S. Army Corps Engineers' regulations. These waters of the U.S. are regulated by the USACE and require a permit for activity conducted within the jurisdictional boundaries. The presence of jurisdictional waters such as ephemeral, intermittent, or perennial streams; wetlands; or other open waters will be documented. This scope does not include a full wetland delineation.
 - ii. The presence of potential habitat for any federally listed threatened or endangered species will be determined.
 - iii. Readily observable evidence of any obvious environmental contamination such as stained soils, sheens on water, etc. will be noted.

Additional Services: Additional Services to be performed by Consultant, if authorized by the Town which are not included in the above-described scope of services, are described as follows:

- A. Field layouts or the furnishings of construction line and grade surveys.
- B. Coordination with TCEQ on existing lift stations that are being removed.
- C. USACOE 404 permitting
- D. Archaeological Site Assessment or Trenching
- E. Providing services made necessary because of unforeseen conditions identified during construction.
- F. Value Engineering studies after issuance of construction contract.
- G. Follow-up professional services during Contractor's warranty period.
- H. Providing easement acquisition services.
- I. Providing environmental services beyond those described in the scope of work.

III. DELIVERABLES

Task 1 & 2- Preliminary & Final Design	Provide Preliminary and Final Design for Sanitary Sewer Extension.
Task 3 – Bid Phase	Provide assistance to Town in addressing bid questions and issuing plans for construction.
Task 4 – Construction Phase	General construction phase services such as RFI, Site Visits, and Submittal Review. Prepare Record Drawings
Task 5 -Topographical Survey	AutoCAD file with horizontal and vertical control points, property lines, existing easements, existing utilities and 1-foot contours.
Task 6 – Easement Documents	Exhibits and legal descriptions for sewer easement and temporary construction easement.
Task 7 – Subsurface Utility Engineering (SUE)	AutoCAD file with horizontal/vertical locations of Level A test holes
Task 8 – Environmental Services	Provide a memo documenting the conclusions and recommendations of the environmental assessments.

**EXHIBIT B
COMPENSATION SCHEDULE**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
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I. COMPENSATION SCHEDULE

Task	Completion Schedule	Compensation Schedule
Notice-to-Proceed	March 2022	
Task 1 – Preliminary Design	July 2022	\$54,000
Task 2 – Final Design	December 2022	\$160,000
Task 3 – Bid Phase	February 2023	\$6,500
Task 4 – Construction Phase	February 2024	\$16,000
Task 5 – Topographical Survey	June 2022	\$64,000
Task 6 – Easement Documents	September 2022	\$20,000
Task 7 – Subsurface Utility Engineering	September 2022	\$14,000
Task 8 – Environmental Services	September 2022	\$28,500
Total Compensation		\$363,000

II. COMPENSATION SUMMARY

Basic Services (Lump Sum)	Amount
Task 1 – Preliminary Design	\$54,000
Task 2 – Final Design	\$160,000
Task 3 – Bid Phase	\$6,500
Task 4 – Construction Phase	\$16,000
Total Basic Services:	\$236,500

Special Services (Hourly Not-to-Exceed)	Amount
Task 5- Topographical Survey	\$64,000
Task 6- Easement Documents	\$20,000
Task 7- Subsurface Utility Engineering (SUE)	\$14,000
Task 8- Environmental Services	\$28,500
Total Special Services:	\$126,500

Direct Expenses	Amount
None	\$0
Total Direct Expenses:	\$0

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 \$20,000 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		
<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
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> <p align="center">N/A</p>		<p>Date Received</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">N/A</p> <hr/> <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>Signature of vendor doing business with the governmental entity</p>		<p>_____</p> <p>Date</p> <p align="center">3/16/22</p>