

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND TEAGUE NALL AND PERKINS, INC.
FOR THE PROSPER DOWNTOWN PARKING LOT AND ALLEY IMPROVEMENTS PROJECT (PRJ# 2403-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 **Teague Nall and Perkins, 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 **Prosper Downtown Parking Lot and Alley Improvements Project (Prj# 2403-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 One Hundred and Twenty-Two Thousand and Five Hundred dollars (\$122,500) for the Project as set forth and described in **Exhibit B - Compensation Schedule** and incorporated herein as if written word for word. Lump sum fees shall be billed monthly based on the percentage of completion. Hourly not to exceed fees shall be billed monthly based on hours of work that have been completed. Direct Costs for expenses such as mileage, copies, scans, sub-consultants, and similar costs are included in fees and shall be billed as completed.

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

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

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

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

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

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

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

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

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

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

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

TNP, INC.
Justin Walton, PE,
Associate Principal
825 Watters Creek Blvd.,
Suite #M300
Allen, TX 75013
jwalton@tnpinc.com

Town of Prosper
Mario Canizares, Town Manager
PO Box 307
Prosper, TX 75078
MCanizares@prospertx.gov

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

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

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

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

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

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

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

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

18. **Prevailing Party.** In the event a Party initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

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

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

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

Teague Nall and Perkins, Inc.

TOWN OF PROSPER, TEXAS

By:

 _____

Justin Walton, P.E.
Printed Name

Associate Principal

Title

3/6/24
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 TEAGUE NALL AND PERKINS, INC.
FOR THE PROSPER DOWNTOWN PARKING LOT AND ALLEY IMPROVEMENTS PROJECT (PRJ# 2403-ST)**

I. PROJECT DESCRIPTION

The TOWN has requested professional engineering and survey services for the design of a new parking lot and improvements to the existing alley east of the existing Prosper Town Hall. The base design includes approximately 11,000 sq ft parking lot between S. Main St. and S. Coleman St., approximately 200 feet North of W. 3rd St and construction of approximately 155 feet of alley starting at S. Main St. to provide access to the parking lot. Two alternate options will also be studied as part of this project. Alternate A includes extending the alley approximately 200 feet to S. Coleman St. to provide multiple access points to the parking lot. Alternate B includes studying the existing drainage issues in the empty lot north of the alley and between the two existing buildings north of the alley. Alternate B will include grading improvements for this lot to improve drainage and to construct a parking lot in the area available. An exhibit showing the project location and limits is provided as Exhibit 'F'.

A comprehensive set of contract documents containing the necessary plans, details, and bid documents will be prepared. The Consultant will provide limited support services during the bidding and construction phases. The following services will be provided.

II. TASK SUMMARY

Task 1 – Civil Engineering Design. (30%, 90%, and 100% Design)

Design of a parking lot, approximately 11,000 sq ft, between S. Main St. and S. Coleman St., approximately 200 feet North of W. 3rd St and construction of approximately 155 feet of alley to provide access to the parking lot.

1. Provide project management activities as necessary to properly manage the project, including work planning, internal kickoff/QC meeting, periodic internal project progress meetings as required, and providing periodic Project Status Reports to the Town.
2. Review and research previously prepared construction plans, record documents, and other pertinent information related to the project.
3. Site visit to verify survey and assess drainage patterns
4. Review Town design standards.
5. Develop complete and accurate base map in AutoCAD Civil 3D 2023 showing all existing right-of-way (ROW), easements, and utilities.
6. Develop schematic (30%) drainage analysis and storm sewer design, including the following:
 - a. Review and confirm City standard specifications and details
 - b. Delineate drainage basins/sub-basins
 - c. Layout out box culvert extension and headwall location
 - d. Analyze box culvert capacity, starting HGL, and headwater conditions.
 - e. The starting HGL at the existing box culvert will be assumed as the inside top of box.
 - f. Analyze sheet flow and potential discharge locations from the parking lot and alley. It is assumed, per Town direction, that most of the drainage within the project area is to sheet flow to Main Street. If additional storm drain improvements are required beyond what is listed in this scope, design can be provided as an additional service.

- g. Analyze how drainage from parking lot will impact adjacent properties
 - h. Pipe HGL calculations and the storm drain vertical profile will not be included on the 30% schematic plan. This will be provided with 90% and 100% submittals.
7. Prepare a schematic (30%) plan view layout of the proposed improvements. The schematic level plans shall include the proposed plan view and pertinent details to clarify the intent of the design. The 30% layout will include the portion of the alley described in Alternate A. Prepare an opinion of probable construction cost (OPCC) as part of the schematic design. A profile and detailed grading will be provided with the 90% design documents.
8. Meet with the Town staff to review the schematic (30%) layout and improvements.
9. This scope includes development of phased construction plans if instructed to do so by the Town. The construction phasing will be dependent on timing of the franchise utility relocations. For the purposes of this contract, Phase 1 would include construction of the parking lot and Phase 2 would include construction of the alley. The phasing may be revised during design but it is assumed that no more than two phases would be required.
10. Address Town comments/feedback and prepare detailed 90% design documents, including preparing the following sheets.
 - a. Cover sheet
 - b. General Notes/summary of quantities sheet
 - c. Erosion Control Plan
 - d. Demolition plan
 - e. Grading Plan (Parking Lot)
 - Provide spot elevations for top of pavement
 - Ditch grading required for box culvert/headwall
 - f. Drainage Area Map
 - Revise drainage basins as needed
 - g. Storm Drain Calculations sheet
 - h. SD Box Culvert plan and profile sheet
 - i. Alley paving plan and profile sheet
 - Provide top of pavement profile at the alley invert
 - j. Parking lot paving plan sheet
 - Provide typical pavement section
 - Layout parking lot pavement markings
 - k. Civil Detail sheet/s
11. Revise construction quantities and OPCC and submit 90% design documents to the Town for review and comments. The 90% submittal shall include:
 - a. 90% construction plans
 - b. 90% OPCC
 - c. Special technical specifications, if any.
12. Receive and review 90% plan comments with Town staff and incorporate them into the final (100%) design documents.
13. Prepare/finalize the signed and sealed construction documents and submit them to the Town. Bid documents will include construction plans, bid schedule, bid item descriptions, and special technical specifications for items not covered by the standard NCTCOG, Town, or TXDOT specifications.

Task 2 – Alternate A Civil Design. (90% and 100% Design)

Alternate A includes extending the alley approximately 200 feet to S. Coleman St. to provide multiple access points to the parking lot. This task will not be started until Town approval is received.

1. Address Town comments/feedback from 30% plan review and prepare detailed 90% design documents. Alternate A improvements shall be incorporated in the construction plans prepared for Task 1. The following sheets shall be updated:
 - a. Erosion Control Plan
 - b. Demolition plan
 - c. Alley paving plan and profile sheet
 - d. Drainage Area Map
2. Revise construction quantities and OPCC and submit 90% design documents to the Town for review and comments. The 90% submittal shall include:
 - a. 90% construction plans
 - b. 90% OPCC
 - c. Special technical specifications, if any.
3. Receive and review 90% plan comments with Town staff and incorporate them into the final (100%) design documents.
4. Prepare/finalize the signed and sealed construction documents and submit them to the Town. Bid documents will include construction plans, bid schedule, bid item descriptions, and special technical specifications for items not covered by the standard NCTCOG, Town, or TXDOT specifications.

Task 3 – Alternate B Civil Design. (30%, 90%, and 100% Design)

Alternate B includes grading improvements to improve the drainage for the empty lot and buildings north of the alley. This design also includes a new parking lot within the empty lot. This task will not be started until Town approval is received.

1. Develop schematic (30%) drainage analysis, including the following:
 - a. Delineate drainage basins/sub-basins
 - b. Analyze sheet flow and potential discharge locations from the parking lot. It is assumed, per Town direction, that the drainage within the project area is to sheet flow to adjacent public streets and no storm drain infrastructure is anticipated. If storm drain improvements are required, design can be provided as an additional service.
 - c. Analyze how drainage from parking lot will impact adjacent properties
2. Prepare a schematic (30%) plan view layout of the proposed improvements. The schematic level plans shall include the proposed plan view and pertinent details to clarify the intent of the design. Prepare an opinion of probable construction cost (OPCC) as part of the schematic design. Detailed grading will be provided with the 90% design documents.
3. Meet with the Town staff to review the schematic (30%) layout and improvements.
4. Address Town comments/feedback and prepare detailed 90% design documents. Alternate B improvements shall be incorporated in the construction plans prepared for Task 1. The following sheets shall be updated:
 - a. Erosion Control Plan
 - b. Demolition Plan
 - c. Grading Plan
 - d. Drainage Area Map
 - e. Parking lot paving plan sheet
5. Revise construction quantities and OPCC and submit 90% design documents to the Town for review and comments. The 90% submittal shall include:
 - a. 90% construction plans
 - b. 90% OPCC
 - c. Special technical specifications, if any.

6. Receive and review comments with Town staff and incorporate them into the final (100%) design documents.
7. Prepare/finalize the signed and sealed construction documents and submit them to the Town. Bid documents will include construction plans, bid schedule, bid item descriptions, and special technical specifications for items not covered by the standard NCTCOG, Town, or TXDOT specifications.

Task 4 – Bid and Construction Phase Services – Phase 1

Provide limited bidding and construction phase services for Phase 1 (Parking lot construction) as follows:

1. Answer contractor questions during the project bidding phase.
2. Review bid tabulation as needed. It is our understanding that the Town will facilitate the bid opening and prepare the bid tabulation.
3. Respond to RFIs as needed.
4. Review Shop drawings as needed.
5. Provide construction observation as requested by the Town staff. These onsite meetings are limited to two (2) meetings, but additional meetings can be provided as Additional Services.
6. Assist Town Staff in conducting a final walkthrough and punch list.
7. Prepare and submit record drawings based on the contractor's markups.

Task 5 – Bid and Construction Phase Services – Phase 2

Provide limited bidding and construction phase services for Phase 2 (Alley construction) as follows:

8. Answer contractor questions during the project bidding phase.
9. Review bid tabulation as needed. It is our understanding that the Town will facilitate the bid opening and prepare the bid tabulation.
10. Respond to RFIs as needed.
11. Review Shop drawings as needed.
12. Provide construction observation as requested by the Town staff. These onsite meetings are limited to two (2) meetings, but additional meetings can be provided as Additional Services.
13. Assist Town Staff in conducting a final walkthrough and punch list.
14. Prepare and submit record drawings based on the contractor's markups.

Task 6 – Survey Topo and Boundary.

1. Establish horizontal control points as needed throughout the project. The basis of bearings will be the Texas Coordinate System of 1983 (North Central Zone; NAD83 (2011) Epoch 2010).
2. Title research and deeds obtained of the subject property and the adjoining property owners.
3. A thorough investigation of boundary markers/corners will be made on the subject property and the adjoining property.
4. A boundary analysis of the property will be made by a Registered Professional Land Surveyor to establish the existing right-of-way.
5. A Property base will be prepared.
6. Establish vertical benchmarks as needed throughout the project.
7. The visible improvements such as curbs, walks, fences, buildings, signs, etc. will be located and shown on the survey.
8. Visible utilities such as power poles, manholes and valves will be located.
9. The property lines identified by the Boundary Verification will be incorporated into the topo.
10. Invert information will be collected for Storm Utilities and Sanitary Sewer Utilities if present on site.
11. Locate trees 6" and larger (Not tagged) within the survey limits.

Task 7 – Separate Instrument Exhibit

This contract includes up to two (2) separate instrument exhibits. Additional exhibits can be provided as an additional service.

1. Title research and deeds obtained of the subject property and the adjoining property owners.
2. A thorough investigation of boundary markers/corners will be made on the subject property and the adjoining property.
3. A boundary analysis of the property will be made by a Registered Professional Land Surveyor.
4. 5/8" iron rods with plastic caps "TNP" will be set for property corners where or when necessary.
5. A metes and bounds description will be prepared, signed and sealed by a Registered Professional Land Surveyor.
6. A survey sketch will be prepared and signed/sealed by a Registered Professional Land Surveyor.

Task 8 – SUE Quality Level B

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

1. Quality Level 'B' through 'D' Utility Information & Designation – TNP will provide utility information, up to QL-"B", for the following areas:
 - a. Area in red on the Vicinity Map, included with this proposal.

This work includes:

- a. Requesting utility records on all crossing utilities from the Client, public utilities and private utility companies known to provide service within the project area, as well as other sources, in an effort to develop a comprehensive inventory of utility systems likely to be encountered. Record documents may include construction plans, system diagrams, distribution maps, transmission maps, geographic information system data, as well as oral descriptions of the existing systems. The depiction of utilities from records (QL-"C" or "D") will be based on thorough field and office activities and shall be based on the most reliable indication of position available.
- b. Visible surface features and appurtenances of subsurface utilities found within the project site will also be evaluated. Using appropriate surface geophysical methods, TNP will search for detectible indications of the location of anticipated subsurface utilities.
- c. Marking all locations that can be validated, using paint, flags, or other devices.
- d. Preparing documentation of the utilities encountered and marked, including their general location, orientation, type & size, if known.
- e. Based on ASCE Standard 38-22 standards, a 2D CADD file and PDF depicting the subsurface utilities designated, signed and sealed by a professional engineer in the state of Texas.

Task 9 – SUE Quality Level A Test Hole

TNP will excavate by air-vacuum or other minimally invasive methods up to **three (3) test holes**, at locations yet to be determined within the project limits in order to identify the exact horizontal & vertical locations of crucial utility. The location of the tests hole will be outside of any paved area. Also, if locating the end of casing is requested the cost will be based on an hourly charge based on the fee schedule below. This work includes:

- a. Providing all necessary personnel, equipment, supplies, management and supervision needed for the test hole excavation, backfill and restoration.
- b. Coordinating with Client, property owner, and/or permitting authorities, as needed and obtaining any required permits, permission or rights-of-entry with help from The Client
- c. Contacting the appropriate one-call system to request utilities to be marked on-the-ground prior to beginning excavation of test hole.
- d. Providing and utilizing appropriate traffic control devices, as necessary, in conformance with the MUTCD, including any state or locally adopted supplements. (if closures or additional traffic control equipment is needed other than cones additional direct expenses will be charged)
- e. Preparing documentation for each test hole attempted. This documentation will include the horizontal and vertical position of the targeted utility or structure, a general description of the target utility, with condition, material and general orientation noted, a generalized description of the material encountered in the test hole, and any other field observations noted during the excavation.

III. DELIVERABLES

Task 1 – Civil Engineering Design	One (1) PDF copy at each plan submittal stage. Up to three (3) 22x34 hard copies of final signed and sealed documents.
Task 2 – Alternate A Civil Design	One (1) PDF copy at each plan submittal stage. Up to three (3) 22x34 hard copies of final signed and sealed documents.
Task 3 – Alternate B Civil Design	One (1) PDF copy at each plan submittal stage. Up to three (3) 22x34 hard copies of final signed and sealed documents.
Task 4 – Bid & Construction Phase Services – Phase 1	One (1) PDF copy of each sheet of the record drawings One (1) DWG of the record drawings base map. One (1) 22x34 hard copy of the record drawings
Task 5 – Bid & Construction Phase Services – Phase 2	One (1) PDF copy of each sheet of the record drawings One (1) DWG of the record drawings base map. One (1) 22x34 hard copy of the record drawings
Task 6 - Survey Topo and Boundary	Existing Property Base and Topographic drawing in digital format showing 1 foot contour intervals and the items listed above for design purposes. (Data will be delivered in Texas Coordinate System of 1983 North Central Zone (4202) scaled to Surface with a combined scale factor supplied.)
Task 7 – Separate Instruments Exhibits	Separate Instrument exhibit and Legal Description for filing. (Data will be delivered in Texas Coordinate System of 1983 North Central Zone (4202) scaled to Surface with a combined scale factor supplied.)
Task 8 - SUE Quality Level B	Existing utility plans
Task 9 - SUE Quality Level A Test Hole	Test Hole summary sheets

IV. ASSUMPTIONS/ EXCLUSIONS AND ADDITIONAL SERVICES

Services not specifically included in section II above shall be considered Additional Services. These Services shall include, but shall not be limited to:

1. Geotechnical investigation and test borings.
2. Environmental services
3. Hydraulics & Hydrology modeling or Flood Study
4. Landscaping improvement plans.
5. Irrigation improvement plans.
6. Storm drain design beyond what is described in this scope.
7. Parking lot light pole design and plans.
8. Traffic management and traffic control plans.
9. Design of parking or paving outside the improvements limits described in this scope.
10. Obtaining permits or coordination with any other agencies.
11. Construction inspection services.
12. Preparation of the bid book is the Town's responsibility. However, the consultant shall provide the bid proposal, bid item descriptions, and special technical specifications (if any).

**EXHIBIT B
COMPENSATION SCHEDULE**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND TEAGUE NALL AND PERKINS, INC.
FOR THE PROSPER DOWNTOWN PARKING LOT AND ALLEY IMPROVEMENTS PROJECT (PRJ# 2403-ST)**

I. COMPENSATION SCHEDULE

Task	Completion Schedule	Compensation Schedule
Notice-to-Proceed	MARCH 2024	
Task 1 - Civil Engineering Design*	AUG 2024	\$35,000
Task 2 - Alternate A Civil Design*	AUG 2024	\$14,000
Task 3 - Alternate B Civil Design*	AUG 2024	\$16,000
Task 4 - Bid and Construction Phase Services – Phase 1*	FEB 2025	\$4,400
Task 5 - Bid and Construction Phase Services – Phase 2*	APR 2025	\$4,400
Task 6 - Survey Topo & Boundary	MAY 2024	\$20,500
Task 7 - Separate Instrument Exhibits (@ 2,500 per Exhibit)	AUG 2024	\$5,000
Task 8 - SUE Quality Level B	MAY 2024	\$16,000
Task 9 - SUE Quality Level A Test Hole (3 @ \$2,400 each)	MAY 2024	\$7,200
Total Compensation		\$122,500

*The proposed schedule depends on the Town's timely review of each submittal and the Town's decision on the bidding and construction schedule.

II. COMPENSATION SUMMARY

Basic Services (Lump Sum)	Amount
Task 1 - Civil Engineering Design	\$35,000
Task 2 - Alternate A Civil Design	\$14,000
Task 3 - Alternate B Civil Design	\$16,000
Task 4 - Bid and Construction Phase Services – Phase 1	\$4,400
Task 5 - Bid and Construction Phase Services – Phase 2	\$4,400
Task 6 - Survey Topo & Boundary	\$20,500
Task 7 - Separate Instrument Exhibits (@ 2,500 per Exhibit)	\$5,000
Task 8 - SUE Quality Level B	\$16,000
Task 9 - SUE Quality Level A Test Hole (3 @ \$2,400 each)	\$7,200
Total Basic Services:	\$122,500

EXHIBIT C INSURANCE REQUIREMENTS

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

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

B. MINIMUM LIMITS OF INSURANCE

Service Provider shall maintain throughout contract limits not less than:

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

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

D. OTHER INSURANCE PROVISIONS

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

1. General Liability and Automobile Liability Coverages

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

2. Workers Compensation and Employer's Liability Coverage:

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

3. All Coverages:

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

4. Professional Liability and / or Errors and Omissions:

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

E. ACCEPTABILITY OF INSURERS

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

F. VERIFICATION OF COVERAGE

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

Certificate holder to be listed as follows:

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

**EXHIBIT E
CONFLICT OF INTEREST QUESTIONNAIRE**


<p align="center">CONFLICT OF INTEREST QUESTIONNAIRE</p> <p align="center">For vendor doing business with local governmental entity</p>	FORM CIQ
<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">None</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">_____</p> <p align="center">Name of Officer</p>	
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p align="center"><input type="checkbox"/> Yes <input 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>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>	
<p>7</p> <p align="center">  _____ Signature </p> <p align="center"> _____ with the governmental entity </p> <p align="right"> 3/6/24 _____ Date </p>	

EXHIBIT F: PROJECT SCOPE

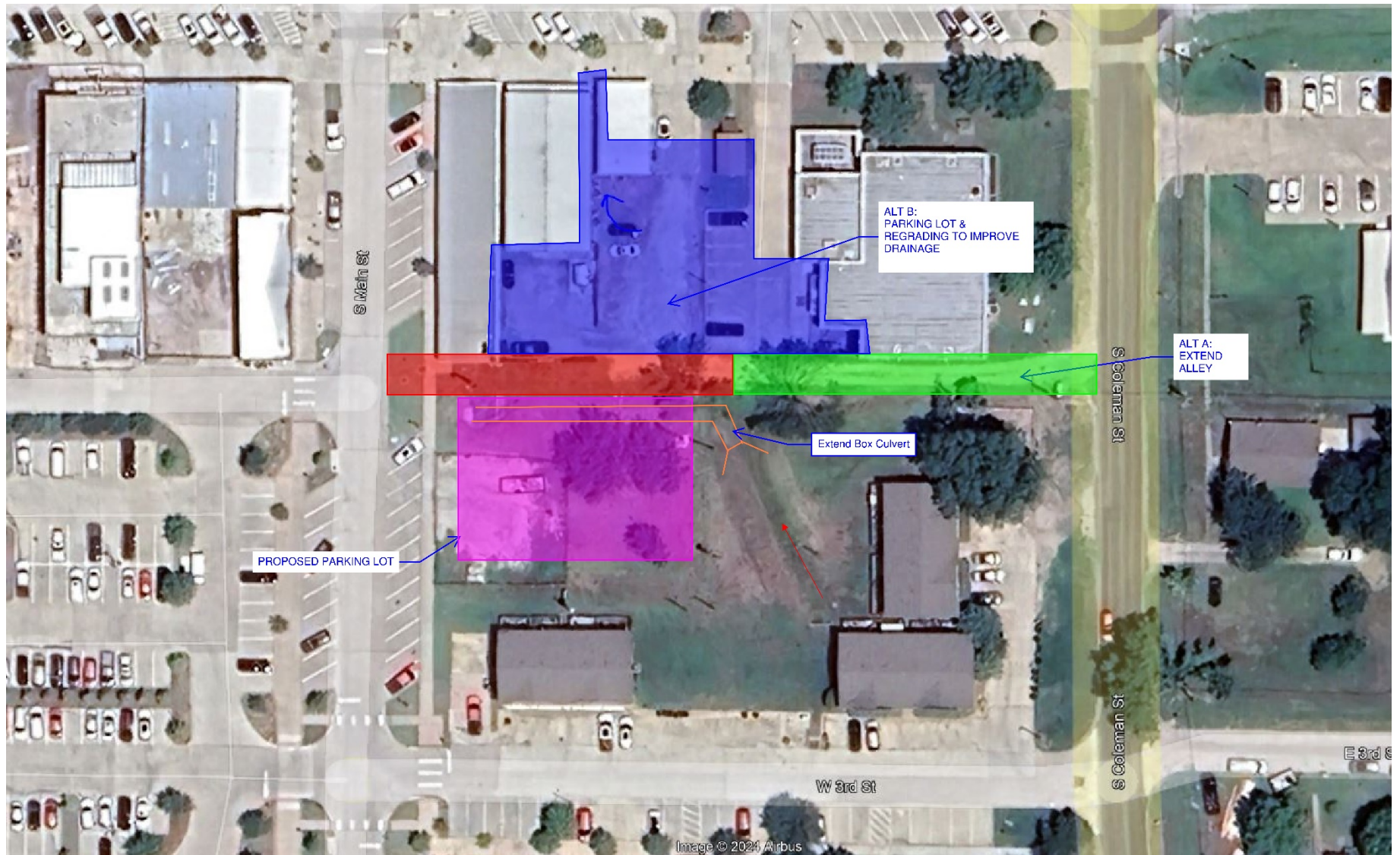


EXHIBIT G: SURVEY LIMITS

