

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
BETWEEN THE TOWN OF PROSPER, TEXAS, AND HALF ASSOCAITES, INC.  
FOR THE DOWNTOWN MONUMENT SIGN DESIGN PROJECT (PRJ#1922-PK)**

This Agreement for Professional Engineering Services, hereinafter called "Agreement," is entered into by the **Town of Prosper, Texas**, a municipal corporation, duly authorized to act by the Town Council of said Town, hereinafter called "Town," and **Half Associates, Inc.**, a Texas corporation, 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 **Downtown Monument Sign Design Project (PRJ#1922-PK)**, hereinafter called "Project";

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

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

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

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

4. **Compensation of Consultant.** Town agrees to pay to Consultant for satisfactory completion of all services included in this Agreement a total fee of Sixty-Six Thousand Dollars (\$66,000.00) 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:

Half Associates, Inc.  
Kirk M. Wilson, PLA. Team Leader  
4000 Fossil Creek Blvd  
Fort Worth, TX 76137  
kwilson@half.com

Town of Prosper  
Harlan Jefferson, Town Manager  
PO Box 307  
Prosper, TX 75078  
[harlan\\_jefferson@prospertx.gov](mailto:harlan_jefferson@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\_\_\_\_.

**HALF ASSOCIATES, INC.**

**TOWN OF PROSPER, TEXAS**

By:   
Signature

By: \_\_\_\_\_  
Signature

Kirk M. Wilson, PLA  
Printed Name

Harlan Jefferson  
Printed Name

Team Leader, Director of LA FTW  
Title

Town Manager  
Title

08/04/2020  
Date

\_\_\_\_\_  
Date

**EXHIBIT A  
SCOPE OF SERVICES**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
BETWEEN THE TOWN OF PROSPER, TEXAS, AND HALF ASSCOAITES, INC.  
FOR THE DOWNTOWN MONUMENT SIGN DESIGN PROJECT (PRJ#1922-PK)**

**I. PROJECT DESCRIPTION**

The purpose of this project is for Halff Associates, Inc. (HALFF) to refine the downtown monument signage concept and create contract documents and specifications for the Downtown Monument (PROJECT) Sign in the Town of Prosper, TX (TOWN). The scope will include a base map, and construction documents for structural, landscape and lighting. Base services shall include Landscape Architecture, Structural Design, and MEP Electrical Design. The monument signage will be designed in accordance with the style and form of the design concept selected by the TOWN and with materials that will blend and compliment Windmill Hill and other Town of Prosper monuments.

**II. TASK SUMMARY**

**Task 1 – Project Management.**

**1. Internal Team Meetings**

HALFF shall conduct internal team meetings as required by the project. The internal team meetings will include internal coordination of project processes, program items and schedules.

**2. Pre-Design Coordination Meeting**

HALFF shall conduct a pre-design coordination meeting with the TOWN to review the previously selected downtown monument sign concept and discuss location and orientation of the proposed sign. The pre-design coordination meeting will be held at the TOWN administrative office.

Meetings: One (01)

**3. Design Submittal Review Meetings**

HALFF shall conduct a design submittal review meeting with TOWN staff members and the Owner to discuss all comments related to the project at each submittal milestone. All design submittal review meetings will be held at the TOWN office. The meeting and submittal milestones shall be as follows:

- a. 60% Design Drawings – One meeting
- b. 90% Design Drawings - Conference Call
- c. 100% Design Drawings - Conference Call

Meetings: Three Meetings (03) - one in-person, two conference calls

**4. Agency Coordination**

Agency Coordination with the TOWN, TxDOT, Oncor and other entities to establish the project's goals and objectives, identify parameter for the upcoming planning and design efforts.

Meetings: One (01)

## Task 2 – Base Map Preparation.

Compile the digital information provided by the TOWN during the data gathering exercises into a base map for use during the planning and design activities. This base map will illustrate information such as locations of existing streets; existing wet and dry utilities; vegetation; and existing topography

## Task 3 – Construction Document Preparation.

Based on the approved Concept Design, HALFF shall prepare, for approval by the TOWN, a complete set of construction documents and specifications as defined below. HALFF shall prepare and print two draft sets (one 11x17 and one 22x34) and one digital pdf file copy of drawings for review and comment. Drawings and specifications shall be submitted at 90% and Final submittal stages as defined in the scope of work. HALFF will provide the following drawings for submittal:

1. **Landscape & Irrigation Plan**  
HALFF shall provide a sustainable landscape and irrigation design that promotes native planting, low water usage and minimal maintenance. The landscape will reflect the natural characteristics of its surrounding ecology and native environment. The landscape plan will show all plantings, arrangement of plant materials, mow areas, and landscape berms. The quantity, species, size and spacing of all materials will be specified in a material schedule on the plan. Details for the proper installation of plants will also be included.  
HALFF shall design and provide details for the irrigation plan. Upon approval of the landscape plan, we will prepare an irrigation plan that responds to the proposed landscape, being sensitive to the native plant material. The plan will be developed with an emphasis on proper zoning of the system in order to maximize efficient water management. The system will be designed to permit separate watering of turf grass. Details for the proper installation of sprinkler heads, valves, pipe, service connection, controller and other items will be shown on the plan.
2. **Hardscape Plan**  
HALFF shall design and provide details for the hardscape plan. Upon approval of the concept plan we will prepare the hardscape plan that responds to the proposed walks and handicap ramps. The quantity, size and spacing of hardscape material will specified and dimensioned. Details for proper installation of hardscape elements will also be included.
3. **Monument Sign Design**  
HALFF shall prepare Monument Signage design for the south west corner of Preston Road (SH 289) and E Broadway Street (FM 1193). PROJECT to include preparation of drawings and specifications required for the site monument features including plan view layout, dimension control, section, elevation, details, materials and specifications.
4. **Structural Design**  
HALFF shall prepare drawings and specifications required for the proposed gateway monument. Plans shall include layout, including dimension control, section, elevation, details, materials and specifications.
5. **Electrical Design**  
HALFF shall prepare lighting and electrical power design and contract documents for the gateway monuments and coordinate power supply needed for irrigation. Services to include lighting design plans and details, fixture selection, coordinate meeting at the site with Utility provider as required design power distribution.

6. Cost Estimating  
HALFF shall prepare one preliminary and one final estimate of probable construction cost for items to be included in overall project cost estimates. Estimates shall be prepared utilizing standard cost and/or quantity estimate practices.

Task 4 - Bidding.

1. Attend one pre-bid meeting; meeting time and location to be selected by the Town.
2. Answer and respond to RFI's and Issue Addendums.
3. Review bids received, tabulate and provide written response to Town.

Task 5 – Construction Administration (billed hourly not to exceed).

HALFF shall provide construction administration services to include the following:

1. Answer Contractor's Request for Information (RFI's).
2. Review and respond to construction (shop drawing) submittals;
3. Provide record drawings based on Contractor's site "markups".

Note: Day-to-day construction inspection is excluded from this scope of work and will be the responsibility of the TOWN.

Task 6 – ADA/TAS Accessibility Review.

1. ADA/TAS Accessibility Review  
Halff will submit drawings and specifications to the Texas Department of Licensing and Regulations for review of accessibility. We will incorporate any comments received and adjust the plans as needed. This cost will be included as a part of the base fee schedule
2. TDLR Fees  
Site Inspection fees payable to TDLR will be paid and delivered with transmittal of the plans to TDLR. Printing of and specifications and shipping will be reimbursable expenses as defined herein

Task 7 – Record Drawings.

Halff shall provide record drawings based on Contractor provided markups. Halff will field-verify plans, including 2 site visits.

Task 8 – Reimbursable Expenses.

Reimbursable Expenses shall include, but are not necessarily limited to expenses for supplies, transportation, equipment, travel, communication, printing of plans and specifications, presentation boards, graphic boards and similar incidentals.

### Additional Services.

Additional Services not included in the Proposed Scope of Work will be negotiated with the TOWN as needed. Compensation will be based upon a mutually agreed lump sum fee or an hourly rate. Items that are considered additional services include:

- 1) Additional survey points if TOWN provided survey does not provide complete data.
- 2) Geotech Services.
- 3) Client generated changes to the design once Construction Document Preparation is in progress. Time will be billed at an hourly rate, per a proposal approved by the Client, until the work is at the same level of completion as it was prior to the change.
- 4) Design of areas outside the limits of the project site.
- 5) Preliminary and/or Final Plat
- 6) Additions to the project scope or budget that causes additional work.
- 7) Additional meetings or workshops not identified in the project scope.
- 8) Revisions to the plans requested by the Client after the plans are approved in writing, unless necessitated by discrepancy in the plans.
- 9) Permit fees, filing fees, pro-rated fees, impact fees, taxes, and federal and/or state regulatory agency review fees.
- 10) Design of gas, telephone or other utility improvements.
- 11) Trail plan and/or profile.
- 12) Submittal coordination meetings, except as noted herein.
- 13) Printing of drawings, specification and contract documents except as noted herein.
- 14) Full-time construction inspection.
- 15) Graphic products except as noted herein.
- 16) Quality control and material testing services during construction except for submittal reviews.
- 17) Traffic Engineering reports or studies.
- 18) Traffic control plan (by the contractor).
- 19) Construction staking.
- 20) Design of major existing utility relocations or modifications.
- 21) Negotiations/agreements with adjacent property owners.
- 22) Plat or final plat preparation.
- 23) Analysis or coordination not specifically included in the Scope of Services.
- 24) Any additional work not specifically included in the Proposed Scope of Work will be accomplished as Additional Services.
- 25) Preparation of any special interim sets of Construction documents for phased construction other than previously stated.
- 26) Preparation or submittal of any design calculations.
- 27) As-built drawings or diskettes for the Owner.
- 28) Construction Phase Services not listed under Basic Services.
- 29) Coordination with insurance companies, attorneys, or banking institutions.
- 30) Evaluation or re-design of value engineering proposed by the contractor.
- 31) Additional labor or overtime to complete the project, due to lack of information provided in a timely manner.
- 32) Modifications to documents after documents are issued for construction.
- 33) Modification to documents to meet budgeting constraints of other disciplines.
- 34) Significant design revisions following substantial completion of the Construction Documents, which are not due to design errors or omissions.



### **III. DELIVERABLES**

Task 1 – Project Management	4 meetings
Task 2 – Base Map Preparation	Base map prepared in AutoCAD
Task 3 – Construction Documentation	60%, 90% & 100% plans and estimates.
Task 4 - Bidding	1 Bid Meeting, responses to RFIs and Submittals.
Task 5 – Construction Administration	1 initial site visit, 1 punch list, 1 final site inspection.
Task 6 – ADA/TAS Review	Project registration, 1 site visit during ADA inspection.
Task 7 - Record Drawings	One (1) 22x34 bond copy of the record drawings One (1) 22x34 mylar copy of the record drawings One (1) PDF copy of each sheet of the record drawings One (1) DWG of the record drawings base map

**EXHIBIT B  
COMPENSATION SCHEDULE**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
BETWEEN THE TOWN OF PROSPER, TEXAS, AND HALF ASSCOAITES, INC.  
FOR THE DOWNTOWN MONUMENT SIGN DESIGN PROJECT (PRJ#1922-PK)**

**I. COMPENSATION SCHEDULE**

<b>Task</b>	<b>Completion Schedule</b>	<b>Compensation Schedule</b>
Notice-to-Proceed	August 2020	
Task 1 – Project Management	On Going	\$6,500
Task 2 – Base Map Preparation	September 2020-	\$2,000
Task 3 – Construction Documents	January 2021	\$42,500
Task 4 - Bidding	March 2021	\$4,500
Task 5 – Construction Administration	July 2021	\$5,000
Task 6 – ADA/TAS Review	January 2021	\$2,500
Task 7 - Record Drawings	August 2021	\$2,500
<b>Total Compensation</b>		<b>\$65,500</b>

**II. COMPENSATION SUMMARY**

<b>Basic Services (Lump Sum)</b>	<b>Amount</b>
Task 1 – Project Management	\$6,500
Task 2 – Base Map Preparation	\$2,000
Task 3 – Construction Documents	\$42,500
Task 4 - Bidding	\$4,500
Task 5 – Construction Administration	\$5,000
Task 6 – ADA/TAS Review	\$2,500
Task 7 - Record Drawings	\$2,500
<b>Total Basic Services:</b>	<b>\$65,500</b>

<b>Special Services (Hourly Not-to-Exceed)</b>	<b>Amount</b>
None	\$0
<b>Total Special Services:</b>	<b>\$0</b>

<b>Direct Expenses</b>	<b>Amount</b>
Task 8 - Expenses	\$500
<b>Total Direct Expenses:</b>	<b>\$500</b>

## EXHIBIT C INSURANCE REQUIREMENTS

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

### A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

### B. MINIMUM LIMITS OF INSURANCE

Service Provider shall maintain throughout contract limits not less than:

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

### C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

**D. OTHER INSURANCE PROVISIONS**

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

1. General Liability and Automobile Liability Coverages

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

2. Workers Compensation and Employer's Liability Coverage:

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

3. All Coverages:

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

4. Professional Liability and / or Errors and Omissions:

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

**E. ACCEPTABILITY OF INSURERS**

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

**F. VERIFICATION OF COVERAGE**


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

Certificate holder to be listed as follows:

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



**EXHIBIT E  
CONFLICT OF INTEREST QUESTIONNAIRE**

<p><b>CONFLICT OF INTEREST QUESTIONNAIRE</b></p> <p><b>For vendor doing business with local governmental entity</b></p>	<p><b>FORM CIQ</b></p>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p align="center"><b>OFFICE USE ONLY</b></p> <p>Date Received</p>
<p><b>1 Name of vendor who has a business relationship with local governmental entity.</b></p>	
<p><b>2</b> <input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>	
<p><b>3 Name of local government officer about whom the information is being disclosed.</b></p> <p align="center">NA</p> <p align="center">_____ Name of Officer</p>	
<p><b>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.</b></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><b>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.</b></p> <p align="center">NA</p>	
<p><b>6</b> <input type="checkbox"/> <b>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).</b></p>	
<p><b>7</b></p> <p align="center">           _____          Signature of vendor doing business with the governmental entity       </p> <p align="right">         8/4/2020          _____          Date       </p>	

