

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
BETWEEN THE TOWN OF PROSPER, TEXAS, AND HALFF ASSOCIATES, INC.  
FOR THE PROSPER TRAIL (COIT TO CUSTER) - 2 WB LANES  
PROJECT NO. 2326-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 **Halff Associates, 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 individually shall be referred to as a "Party," and collectively shall be referred to as the "Parties."

**WITNESSETH:**

**WHEREAS**, Town desires to obtain professional engineering services in connection with the **Prosper Trail (Coit to Custer) – 2 WB Lanes, Project No. 2326-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 and in accordance with Section 271.904(d), Texas Local Government Code. 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 **Seven Hundred Sixty-Three Thousand Dollars (\$763,000.00)** 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 Consultant's personnel, or any personnel, professionals and/or subconsultants retained by Consultant, Consultant shall promptly propose substitutes to whom Town has no reasonable objection, and Consultant's compensation shall be equitably adjusted to reflect any difference in Consultant'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 , INDEMNIFY AND HOLD HARMLESS TOWN AND ITS OFFICIALS, OFFICERS, AGENTS, REPRESENTATIVES, AND EMPLOYEES FROM AND AGAINST LIABILITY, CLAIMS, SUITS, DEMANDS AND/OR CAUSES OF ACTION, (INCLUDING, BUT NOT LIMITED TO, REIMBURSEMENT OF REASONABLE ATTORNEY'S FEES AND COSTS OF LITIGATION) IN PROPORTION OF CONSULTANT'S LIABILITY, WHICH MAY ARISE BY REASON OF DEATH OR INJURY TO PROPERTY OR PERSONS BUT ONLY TO THE EXTENT CAUSED BY THE NEGLIGENT ACT, ERROR OR OMISSION OF CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, 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.  
Dennis Satre  
1201 N. Bowser Rd.  
Richardson, TX 75081  
dsatre@half.com

Town of Prosper  
Mario Canizares, Town Manager  
PO Box 307  
Prosper, TX 75078  
[mcanizares@prospertx.gov](mailto:mcanizares@prospertx.gov)

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

12. **Sole Parties and Entire Agreement.** This Agreement shall not create any rights or benefits to anyone except Town and Consultant, and contains the entire agreement between the Parties. Oral modifications to this Agreement shall have no force or effect and this Agreement may be modified only as set forth in Section 2.

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. Similarly, in no event shall Consultant's individual employees, consultants, agents, officers, or directors be subject to any personal legal exposure or liability for disputes arising out of or in connection with this Agreement.

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

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

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

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

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

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

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

20. **IRAN, SUDAN AND FOREIGN TERRORIST ORGANIZATIONS.** If § 2252.153 of the Texas Government Code is applicable to this Contract, by signing below Consultant does hereby represent, verify and warrant that (i) it does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under § 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a "foreign terrorist organization" as defined in § 2252.151 of the Texas Government Code.

21. **PROHIBITION ON CONTRACTS WITH CERTAIN COMPANIES PROVISION.** In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that Consultant is not on a list maintained by the State Comptroller's Office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

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

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

HALFF ASSOCIATES, INC.

TOWN OF PROSPER, TEXAS

By:   
Signature

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

Dennis Satre  
Printed Name

Mario Canizares  
Printed Name

Vice President  
Title

Town Manager  
Title

6/11/24  
Date

\_\_\_\_\_  
Date

**EXHIBIT A  
SCOPE OF SERVICES**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
BETWEEN TOWN OF PROSPER, TEXAS, AND HALFF ASSOCIATES, INC.  
PROSPER TRAIL (COIT TO CUSTER) – 2 WB LANES  
(PROJECT NO. 2326-ST)**

**I. PROJECT DESCRIPTION**

**Prosper Trail – Coit Road to Custer Road**

The project involves improvements for the construction of approximately 9,600 linear feet of the WB lanes of Prosper Trail from approximately 800' east of Coit Road to Custer Road including the full reconstruction of pavement and bridge replacement for 1,500 linear feet at the Wilson Creek crossing. The completed pavement section will be a 4-lane concrete divided roadway, 4LD Minor Thoroughfare per the Town of Prosper Thoroughfare Plan (November 2022). The proposed bridge replacement at Wilson Creek will include 8' sidewalks with traffic railing separation and metal tubing pedestrian rail to match recent Prosper arterial bridge design projects. Other project improvements include new concrete and/or asphalt paving for driveway/cross street adjustments, drainage, Town standard street lighting, pavement markings, signing, erosion control, traffic control, water line relocation (4,500 LF), sanitary sewer force main relocation (1,500 LF), median landscape plantings per Town standard scheme and irrigation. Geotechnical recommendations for bridge foundation design will be based on the existing report prepared for same by ECS dated September 13, 2017, project 19-7109. Project services shall also include survey for design and ROW/easement document preparation, subsurface utility investigations and hydraulic modeling for Wilson Creek to confirm clearance to bridge low chord elevation.

**II. TASK SUMMARY**

Task 1 –50% Construction Plans (Preliminary).

- Design Survey of the proposed roadway corridor consisting of a topographic survey of disturbed areas north of the previous EB lane construction, setting permanent control, locating existing property monumentation, establishing existing north ROW line and adjacent property boundaries, and field locations of all surface utility appurtenances.
- Preparation of construction plan set using the WB design information previously performed by Halff and EB construction record drawing information with the following elements:

- Cover Sheet
- Index
- Project Layout
- Typical Sections
- Construction Phasing Sequence
- Removals
- Paving Plan/Profile including sidewalk
- Bridge Layout and Sections
- Drainage Area Map and Calculations
- Drainage Plan
- Drainage Profiles (proposed trunk and outfalls)
- Water and Wastewater FM horizontal alignment plan
- Signing and Marking Layout
- Earthwork Cross Sections

- Engineer's Opinion of Probable Construction
- Franchise Utility Location Map – Review available utility as-built information based on Town provided permits and record plans. Update existing electronic files to reflect approximate locations of buried utilities.

#### Task 2 – 90% Construction Plans (Pre-Final).

- Pre-Final Construction Plans addressing the Town's comments from the 50% Preliminary Plan Submittal, including updated design of the elements submitted in Task1 and the following additional detailed design elements:
  - General Notes
  - Grading Plans
  - Misc Paving Details
  - Bridge Substructure and Superstructure Design Details
  - Traffic Control Layout and Phasing
  - Drainage Lateral Profiles
  - Drainage Details
  - Erosion Control Layout
  - Waterline Plan/Profile and Details
  - Wastewater FM Plan/Profile and Details
  - Illumination Layout and Details
  - Planting and Hardscape Layout and Details
  - Irrigation Layout and Details
  - Standard Drawings and Details
  - Paving Plan/Profile including sidewalk
  - Bridge Layout and Sections
- Wilson Creek Hydrology/Hydraulics memorandum.
- Updated Engineer's Opinion of Probable Cost.

#### Task 3 – 100% Construction Plans (Bid Set).

- Signed and sealed construction documents addressing the Town's comments from the 90% submittal.
- Construction Contract and Specifications based on Town provided standard template documents.
- Preparation of Construction Plans and Construction Contracts and Specifications in electronic format for Town of Prosper to advertise and distribution through the Town's e-bidding site.
- Submittal to ADA/TDLR and addressing comments as required.
- Final Engineer's Opinion of Probable Cost.

#### Task 4 – Right of Way Documents

- Prepare Easement Documents and Legal Descriptions including up to 12 permanent ROW/easement parcel documents and 8 temporary construction easements from up to 10 parent tracts.

#### Task 5 – Utility Coordination and Quality Level A SUE

- Prepare utility conflict matrix for coordination purposes. Assist Town with utility relocation coordination with franchise utility owners.
- Provide up to 50' (cumulative) of vertical depth Level A SUE (Potholing) as specifically requested by Town.

### Task 6 – Construction Phase

- Attend Pre-Construction Conference including agenda preparation and minutes
- Assist Town in the review of shop drawings and submittals for conformance with plan and specification requirements.
- Respond to project RFI's and change orders as requested by the Town including site visits as necessary.
- Prepare record drawing plan set from Contractor provided information and update electronic base file information.

### III. ADDITIONAL SERVICES

Any items requested that are not outlined in the above scope will be considered additional services and will be provided as requested and authorized by Town of Prosper for additional fee. Halff Associates Inc. can provide the following services; however, they are not included in the limited scope of this agreement:

- Submittal, Review, Platting, and Permitting Fees or other Fees associated with adjacent commercial and/or residential development.
- Franchise utility infrastructure design.
- Retaining wall, screen wall and special ROW fencing design.
- Illumination photometric analysis.
- Legal descriptions for vacation of utility easements and/or ROW.
- Right-of-Way appraisal and acquisition services.
- Construction Phase Engineering support and Inspection services.
- Construction Material Testing services.
- Post-construction TDLR inspection.
- CLOMR/LOMR studies and/or applications and field survey for as-built verification.
- Updated Wilson Creek watershed hydrology modeling.
- Detailed Waters of the United States Delineations.
- USACE Pre-Construction Notification (PCN) and Individual Section 404 Permitting.
- Preparation of Construction related SWPPP, NOI, NOT, etc.
- Construction surveying layout and staking.
- Hazardous material site assessment.
- Items not specifically included in the Scope of Services.



#### **IV. DELIVERABLES**

Deliverables are for each project part.

<b>Task</b>	<b>Deliverables</b>
Task 1 – 50% Construction Plans	<ul style="list-style-type: none"><li>• Two (2) Sets of 11" x 17" Construction plans</li><li>• ROW Strip Map delineating proposed parcel takes for Review</li><li>• PDF copies of all deliverables</li></ul>
Task 2 – 90% Construction Plans	<ul style="list-style-type: none"><li>• Two (2) Sets of 11" x 17" Construction plans</li><li>• Two (2) Sets of draft Construction Contract Documents and Specifications for review.</li><li>• One (1) copy Wilson Creek Hydraulics Memo</li><li>• PDF copies of all deliverables</li></ul>
Task 3 – 100% Construction Plans	<ul style="list-style-type: none"><li>• Two (2) Sets of 11" x 17" construction plans for review and update prior to bidding</li><li>• Two (2) Sets of Construction Contract Documents and Specifications for review and update prior to bidding</li><li>• PDF copies of all deliverables</li></ul>
Task 4 – Right of Way Documents	<ul style="list-style-type: none"><li>• Legal Descriptions and Parcel Exhibits –<ul style="list-style-type: none"><li>➤ up to 12 for permanent ROW/Easements</li><li>➤ up to 8 for Temporary Construction Easements</li></ul></li></ul>
Task 5 – Quality Level A SUE	<ul style="list-style-type: none"><li>• One (1) electronic copy of the SUE locating report and depth information for Level A locates.</li><li>• PDF copy of received utility records.</li></ul>
Task 6 – Construction Phase	<ul style="list-style-type: none"><li>• One (1) Set of 11" x 17" Record Drawings.</li><li>• PDF copy of Record Drawings.</li><li>• Update CADD files for design including GIS file format as required by Town.</li></ul>

**EXHIBIT B  
COMPENSATION SCHEDULE**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
BETWEEN TOWN OF PROSPER, TEXAS, AND HALFF ASSOCIATES, INC.  
PROSPER TRAIL (COIT TO CUSTER) – 2 WB LANES  
(PROJECT NO. 2326-ST)**

**I. COMPENSATION SCHEDULE – PROSPER TRAIL**

Task	Completion Schedule	Compensation Schedule
Notice-to-Proceed – P.O. Project Management and Coordination	October 1, 2024	\$31,723.00
Task 1 – 50% Construction Plans	January 25, 2025	\$250,225.00
Task 2 – 90% Construction Plans	July 5, 2025	\$300,988.00
Task 3 – 100% Construction Plans	September 21, 2025	\$58,364.00
Task 4 – Right of Way Documents	April 24, 2025	\$48,529.00
Task 5 – Utility Coordination and Level A SUE	October 2025	\$35,045.00
Task 6 – Construction Phase	September 2027	\$38,126.00
<b>Total Compensation</b>		<b>\$763,000.00</b>

Note: Schedule dates are dependent on notice to proceed date as shown and Town review time of not more than 4 weeks for each progress submittal of the construction plans.

## II. COMPENSATION SUMMARY – PROSPER TRAIL

<b>Basic Services (Lump Sum)</b>	<b>Amount</b>
Project Management and Coordination	\$31,723.00
Task 1 – 50% Construction Plans	\$250,225.00
Task 2 – 90% Construction Plans	\$300,988.00
Task 3 – 100% Construction Plans	\$58,364.00
<b>Total Basic Services:</b>	<b>\$641,300.00</b>

<b>Special Services (Hourly Not-to-Exceed)</b>	<b>Amount</b>
Task 4 – Right of Way Documents	\$48,529.00
Task 5 – Utility Coordination and Level A SUE	\$35,045.00
Task 6 – Construction Phase	\$38,126.00
<b>Total Special Services:</b>	<b>\$121,700.00</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 \$350,000 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**


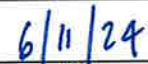
Service Provider shall provide the Town with certificates of insurance indicating the coverages required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of insurance similar to the ACORD Form are acceptable. Town will not accept Memorandums 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**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity		<b>FORM CIQ</b>
<p><small>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</small></p> <p><small>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).</small></p> <p><small>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.</small></p> <p><small>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</small></p>	<b>OFFICE USE ONLY</b>	
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p> <p align="center" style="font-size: 1.2em; color: blue;">HALFF ASSOCIATES, INC</p>	<p>Date Received</p>	
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p><b>3</b> Name of local government officer about whom the information is being disclosed.</p> <p align="center" style="font-size: 1.2em; color: blue;">N. A.</p> <p align="center"><small>Name of Officer</small></p>		
<p><b>4</b> Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p align="center" style="margin-top: 20px;"> <b>A.</b> 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?  <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p> <p align="center" style="margin-top: 20px;"> <b>B.</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?  <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p>		
<p><b>5</b> Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p> <p align="center" style="font-size: 1.5em; color: blue; margin-top: 20px;">NONE</p>		
<p><b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p><b>7</b></p> <p align="center" style="font-size: 1.5em; color: blue; margin-top: 10px;">             Signature of vendor doing business with the governmental entity         </p>		<p align="center" style="font-size: 1.5em; color: blue; margin-top: 10px;">             Date         </p>