

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND PEAK PROGRAM VALUE, LLC
FOR THE RAYMOND PARK PROJECT**

This Agreement for Professional Consulting 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 Peak Program Value, LLC, a company authorized to do business in Texas, acting through a duly authorized officer, hereinafter called "Consultant," relative to Consultant providing professional consulting services to Town. Town and Consultant when mentioned collectively shall be referred to as the "Parties."

WITNESSETH:

WHEREAS, Town desires to obtain professional consulting services in connection with the **Raymond Park Project**, 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 Fees** 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. **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 Forty-one Thousand Seven Hundred and Fifty Dollars (**\$ 141,750**) for the Project as set forth and described in **Exhibit A – Scope of Services & Fees** 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, if any are authorized in the future, 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.

4. **Prompt Performance by Consultant.** Consultant shall perform all duties and services in accordance with **Exhibit B – Schedule**, 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.

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 consultants 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 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:

Peak Program Value, LLC
4450 Arapahoe Avenue Suite 100
Boulder, CO 80303
csquadra@peakprogramvalue.com

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

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

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

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

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

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

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

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

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

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

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

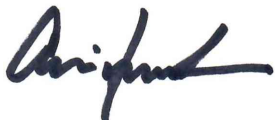
19. **“Anti-Israel Boycott” Provision.** In accordance with Chapter 2270, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it: (1) does not boycott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

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

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

PEAK PROGRAM VALUE, LLC

TOWN OF PROSPER, TEXAS

By: 

Signature

By: _____
Signature

Chris Squadra
Printed Name

Mario Canizares
Printed Name

Partner
Title

Town Manager
Title

February 19, 2024
Date

Date

**EXHIBIT A
SCOPE OF SERVICES & COMPENSATION**

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND PEAK PROGRAM VALUE, LLC
FOR THE RAYMOND PARK PROJECT**

(Consultant's Scope of Services and Compensation are Attached Hereto)

Town of Prosper & Consultant PSA - Exhibit A
Scope of Services & Compensation - Raymond Park

Updated 19 FEB 2024
 Printed on 2/19/2024 at 11:49 AM

Service Item #	Description	Level of Service
1.0	Preconstruction	Not w/This PSA
2.0	Construction	
2.A	One Time Tasks - Set Up Project Controls & Information Management Systems	
1.0	Cost Management Options Review	✓
2.0	Schedule Management Options Review	✓
3.0	Information Management Options Review	✓
4.0	Set Up the Chosen Systems, Processes & Tools for Tracking:	✓
.1	Budgets Against Commitments	✓
.2	Proposed Change Orders	✓
.3	Pending Commitments	✓
.4	GC, Design Team, and Consultant Contract Changes	✓
.5	Contingency Use Log(s)	✓
.6	Commitments vs. Budget	✓
.7	Payments vs. Commitments	✓
5.0	Set Up Buyout Savings Tracking Process with GC	✓
6.0	Set Up the Allowances & Furnishings/Equipment Budget Tracking System	✓
7.0	Review Project Controls Systems with Team	✓
8.0	Project Controls Systems Training for Architect & Owner Team	✓
	One Time Tasks - Set Up Project Controls & Information Management Systems	
2.B	Ongoing Project Control Services - Cost, Schedule & Information Management	
1.0	Ongoing Cost Management	✓
2.0	Ongoing Schedule Management	✓
3.0	Ongoing Information Management	✓
4.0	Meetings During Construction:	
.1	Project Executive	Monthly
.2	Senior Project Manager	
.3	Project Manager	4X per Month
.4	Assistant PM	
5.0	Review Project Status & Interview Team Members	✓
6.0	Read Weekly Meeting Minutes & Status Logs	✓
7.0	Reporting to Owner	4X per Month
8.0	Review Applications for Payment Monthly:	✓
.1	Note Compliance with the Contract and Standards of the Industry	✓
.2	Compare Scheduled/Completed Work vs. Amount Billed	✓
.3	Review Appropriateness of Contingency Reallocations	✓

Town of Prosper & Consultant PSA - Exhibit A
Scope of Services & Compensation - Raymond Park

Updated 19 FEB 2024
 Printed on 2/19/2024 at 11:49 AM

Service Item #	Description	Level of Service
.4	Validate Proper Documentation of Expenditures	✓
.5	Track Use of Allowances	✓
.6	Track Invoices for Furnishings & Equipment	✓
.7	Confirm Buyout Savings Status	✓
9.0	Update Owner's Budget	✓
10.0	Maintain and Update Project Budget Tracking System	✓
11.0	Publish Monthly Reports wExecutive Summary + Detailed Findings	✓
12.0	Establish Schedule Tracking Procedures	✓
13.0	Validate GC's Proposed Change Requests (up to a Max of 5.0% of GC's Contract Amount)	5.0%
	(5.0% CO Max is Calculated on Contract without Owner's Owner's Contingency Line Included)	
	(Evaluating & Negotiating COs Above this 5.0% Amount Is An Additional Service)	
14.0	Validate Project Turnover, Start-up, Owner Move-in, and Closeout Procedures	✓
	Services Duration = Current Project Contract Schedule; Extensions Calc'd at Monthly Rate Below	
	Ongoing Project Control Services - Cost, Schedule & Information Management	
2.C	Owner Stakeholder Management	
1.0	Provide Direct Interface with End-users and Other Stakeholders as Required	These Services to be Provided by the Town of Prosper (KB)
2.0	Maintain a Single Point of Project Contact for the Owner Team	
3.0	Provide Briefings of Officials, Council, Boards, Commissions, & Ad -hoc Committees	
4.0	Plan, Coordinate & Lead Project Update Meetings & Status Report Distribution for Above	
5.0	Provide a Public Communication Plan for Neighborhoods & Community-wide Citizens	
6.0	Assist Staff in Coordination of Ground-breaking, Announcements & Press Conferences	
7.0	Coordinate Design, Approval & Placement of Project Signage	
7.0	Serve as the Owner's Point of Contact during Construction	
8.0	Conduct Construction Update Meetings at Construction Sites	
2.D	Quality Management	
1.0	Coordinate Project Close Out, including Obtaining Final As-Built Plans from Contractor	✓
2.0	Monitor Construction Progress	✓
3.0	Advise the Owner of Any Observations of Non-Conforming Work or Other Quality Concerns	✓
4.0	Manage the Geotechnical Investigations and Develop Contracts for Geotechnical Firms	✓
5.0	Review Results from Geotechnical Investigations	✓
6.0	Review Contractor's Quality Control Plan	✓

Town of Prosper & Consultant PSA - Exhibit A
Scope of Services & Compensation - Raymond Park

Updated 19 FEB 2024
 Printed on 2/19/2024 at 11:49 AM

Service Item #	Description	Level of Service
7.0	Provide Oversight of Owner's Quality Assurance Plan	✓
8.0	Review Submittals Prepared by the Contractor & Processed by the Design Team	✓
9.0	Coordinate Owner Staff Review of Submittals Where Required	By ToP (KB)
10.0	Coordinate Owner Vendors, to Include Security, Data, Telecom, & Move Management	By ToP (KB)
11.0	Coordinate Furnishings Installation (Furnishings Procurement by Others)	By ToP (KB)
12.0	Coordinate Owner's Architect's Site Visits & Facility's Punchlist Distribution/Tracking	By Dunaway
13.0	Monitor Contractor's Completion of Punchlist Items & Architect's Confirmation of Same	By Dunaway
14.0	Coordinate Owner's Commissioning Consultant's Site Visits & Review Reports	Not Required
15.0	Monitor Contractor's Compliance w/Commissioning Consultant's Findings & Final Cx Report	Not Required
16.0	Coordinate Turnover of Closeout Documentation & Project Information Management System	✓
17.0	Coordinate Owner's Architect's 11 Month Warranty Site Visit & Distribution Findings	By ToP (KB)
2.E	Support Services for Other Owner Project Management Responsibilities	
1.0	Issue "Notices to Proceed" on Appropriate Phases	✓
2.0	Coordinate TAS Consultant's Site Visit(s) & Review TAS Consultant's Findings	By Dunaway
	Support Services for Other Owner Project Management Responsibilities	
	Construction Services: Assumes 01 MAR 2024 to 31 MAY 2025 (15 Months)	9,450
	Construction Services Fees for Project (Total Fee)	141,750

3.0	Task Order Clarifications & Exclusions	
3.1	Safety Plan and Logistics Coordination Are Solely the Responsibility of the Contractor	Excluded
3.2	Quality Management of Materials & Installation Are Solely the Responsibility of the Contractor	Excluded
3.3	Consultant Will Be Performing Onsite Observations, not Continuous or Exhaustive Inspections	Excluded
3.4	Consultant Will Not be Held Responsible for Contractor's or Vendor's Nonconforming Work	Excluded
3.5	Consultant is Not Responsible for Architect's or Contractor's Failure to Perform	Excluded
3.6	Fees for Architect's or Contractor's Failure to Perform, or Project Delays are Add Services	Excluded
3.7	Design, Procurement, and Delivery of Furnishings is by Others	Excluded
3.8	Design, Procurement, and Delivery of Security, Data, Telecom Equipment is by Others	Excluded
3.9	Services Not Checked in Sections Above (Even if Included In PSA Exhibit A) Are Excluded	Excluded

**EXHIBIT B
SCHEDULE**

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND PEAK PROGRAM VALUE, LLC
FOR THE RAYMOND PARK PROJECT**

(Project Schedule is Attached Hereto)

TOWN OF PROSPER'S RAYMOND PARK

GMP #1 AMENDMENT ATTACHMENT B - SCHEDULE

PPV 08 FEB:
Storm sewer submittals & materials orders are pending new storm sewer design.

After receipt of final plans schedule is:

Submittals from sub = 2 weeks
 Submittal review = X weeks
 Material lead time = 4 weeks
 Current delay = 6 + X weeks

Work Element	February	March	April	May	June	July	August	September
GMP # 1 Activities								
Notice to Proceed w/GMP 1 - 19 DEC 2024								
Erosion Control								
Tree protection/ Temporary fence								
Demo / Earthwork								
Utilities - Storm Sewer								
Paving and Firelane with Lime								
Electrical								
Irrigation Sleeving								
GMP # 1 Substantial Completion - 31 JUL 2024								
GMP # 1 Punchlist Completion								
GMP # 1 Final Completion/City Acceptance 31								
GMP # 2 Activities (If Approved by the City)								
Notice to Proceed w/GMP #2 - 05 MAR 2024								
Erosion Control								
Tree Protection/ Temporary Fence								
GMP #2 Construction Work								
Electrical (Long Lead Items from GMP # 01)								
GMP # 2 Substantial Completion - 31 JAN 2025								
GMP # 2 Punchlist Completion								
GMP # 2 Final Completion/City Acceptance 28 FEB								

PPV 08 FEB:
Paving & lime delay matches utilities delay.

PPV 18 DEC:
Moves to 19 MAR to match new design schedule.

PPV 08 FEB:
Moves to 24 APR based on new design schedule to incorporate City comments

PPV 18 DEC:
Adjusts out two weeks to reflect impact of new 19 MAR NTP date.

PPV 08 FEB:
Adjusts out five (5) weeks to reflect impact of new 24 APR 2024 NTP date = 07 APR 2025 Final Completion

PSA Exhibit B - Schedule
(Continued)

GMP #1 AMENDMENT
ATTACHMENT B - SCHEDULE

Work Element	October	November	December	January	February
GMP # 1 Activities					
Notice to Proceed w/GMP 1 - 19 DEC 2024					
Erosion Control					
Tree protection/ Temporary fence					
Demo / Earthwork					
Utilities - Storm Sewer					
Paving and Firelane with Lime					
Electrical					
Irrigation Sleeving					
GMP # 1 Substantial Completion - 31 JUL 2024					
GMP # 1 Punchlist Completion					
GMP # 1 Final Completion/City Acceptance 31 AUG					
GMP # 2 Activities (If Approved by the City)					
Notice to Proceed w/GMP #2 - 05 MAR 2024					
Erosion Control					
Tree Protection/ Temporary Fence					
GMP #2 Construction Work					
Electrical (Long Lead Items from GMP # 01)					
GMP # 2 Substantial Completion - 31 JAN 2025					
GMP # 2 Punchlist Completion					
GMP # 2 Final Completion/City Acceptance 28 FEB					

PPV 18 DEC:
Moves to 19 MAR
to match new design
schedule.

PPV 08 FEB:
Moves to 24 APR
based on new design
schedule to incorporate
City comments

PPV 18 DEC:
Adjusts out two weeks
to reflect impact of new
19 MAR NTP date.

PPV 08 FEB:
Adjusts out five (5) weeks to reflect impact of new
24 APR 2024 NTP date = 07 APR 2025 Final Completion

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. The Town and the Consultant acknowledge that such Worker's Compensation and Employer's Liability insurance is not required to be provided, as the Consultant is a partnership without any employees.
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. The Town and the Consultant acknowledge that such Professional Liability insurance is not required, given the nature of the Consultant's services.

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. 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.

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. Not required; see above.~~

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. Not Used.

E. ACCEPTABILITY OF INSURERS

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

F. VERIFICATION OF COVERAGE

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

Certificate holder to be listed as follows:

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

**EXHIBIT D
CONFLICT OF INTEREST AFFIDAVIT**

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND PEAK PROGRAM VALUE, LLC
FOR THE RAYMOND PARK PROJECT**

THE STATE OF TEXAS §
COUNTY OF § §

I, Chris Squadra, a member of the Consultant team, make this affidavit and hereby on oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision on the Project (Check all that apply):

- Ownership of 10% or more of the voting shares of the business entity.
- Ownership of \$25,000.00 or more of the fair market value of the business entity.
- Funds received from the business entity exceed 10% of my income for the previous year.
- Real property is involved, and I have an equitable or legal ownership with a fair market value of at least \$25,000.00.
- A relative of mine has substantial interest in the business entity or property that would be affected by my decision of the public body of which I am a member.
- Other: _____.
- None of the Above.

Upon filing this affidavit with the Town of Prosper, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573 of the Texas Government Code, is a member of the public body which took action on the agreement.

Signed this fourteenth day of June, 2021.

Signature of Official / Title

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

Sworn to and subscribed before me on this ____ day of _____, 20____.

Notary Public in and for the State of Texas

My Commission expires: _____

**EXHIBIT E
CONFLICT OF INTEREST QUESTIONNAIRE**

<p>CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity</p>	<p>FORM CIQ</p>
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. 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). 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. 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>OFFICE USE ONLY</p>
<p>1 Name of vendor who has a business relationship with local governmental entity.</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 type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>	
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>	
<p>7</p> <p align="center">_____ Signature of vendor doing business with the governmental entity</p> <p align="right">_____ Date</p>	