

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND TEAGUE NALL AND PERKINS, INC.
FOR THE LEGACY DRIVE (STAR TRAIL – LEGACY MS)
(PRJ# 2626-ST)**

This Agreement for Professional Engineering Services, hereinafter called "Agreement," is entered into by the **Town of Prosper, Texas**, a municipal corporation, duly authorized to act by the Town Council of said Town, hereinafter called "Town," and **Teague Nall and Perkins, Inc.**, a company authorized to do business in Texas, acting through a duly authorized officer, hereinafter called "Consultant," relative to Consultant providing professional engineering services to Town. Town and Consultant when mentioned collectively shall be referred to as the "Parties."

W I T N E S S E T H:

WHEREAS, Town desires to obtain professional engineering services in connection with the **Legacy Drive (Star Trail – Legacy MS) (Prj# 2626-ST)**, hereinafter called "Project";

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

1. **Term of Agreement.** This Agreement shall become effective on the date of its execution by both Parties, and shall continue in effect thereafter until terminated as provided herein.
2. **Services to be Performed by Consultant.** The Parties agree that Consultant shall perform such services as are set forth and described in **Exhibit A - Scope of Services** and incorporated herein as if written word for word. All services provided by Consultant hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of their profession. In case of conflict in the language of Exhibit A and this Agreement, this Agreement shall govern and control. Deviations from the Scope of Services or other provisions of this Agreement may only be made by written agreement signed by all Parties to this Agreement.
3. **Prompt Performance by Consultant.** Consultant shall perform all duties and services and make all decisions called for hereunder promptly and without unreasonable delay as is necessary to cause Consultant's services hereunder to be timely and properly performed. Notwithstanding the foregoing, Consultant agrees to use diligent efforts to perform the services described herein and further defined in any specific task orders, in a manner consistent with these task orders; however, the Town understands and agrees that Consultant is retained to perform a professional service and such services must be bound, first and foremost, by the principles of sound professional judgment and reasonable diligence.
4. **Compensation of Consultant.** Town agrees to pay to Consultant for satisfactory completion of all services included in this Agreement a total fee of Three Hundred and Eight Thousand Eight Hundred dollars (\$308,800) for the Project as set forth and described in **Exhibit B - Compensation Schedule** and incorporated herein as if written word for word. Lump sum fees shall be billed monthly based on the percentage of completion. Hourly not to exceed fees shall be billed monthly based on hours of work that have been completed. Direct Costs for expenses such as mileage, copies, scans, sub-consultants, and similar costs are included in fees and shall be billed as completed.

Consultant agrees to submit statements to Town for professional services no more than once per month. These statements will be based upon Consultant's actual services performed and reimbursable expenses incurred, if any, and Town shall endeavor to make prompt payments. Each statement submitted by Consultant to Town shall

be reasonably itemized to show the amount of work performed during that period. If Town fails to pay Consultant within sixty (60) calendar days of the receipt of Consultant's invoice, Consultant may, after giving ten (10) days written notice to Town, suspend professional services until paid.

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

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

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

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

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

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

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

IN THE EVENT THAT TOWN AND CONSULTANT ARE CONCURRENTLY NEGLIGENT, THE PARTIES AGREE THAT ALL LIABILITY SHALL BE CALCULATED ON A COMPARATIVE BASIS OF FAULT AND

RESPONSIBILITY AND THAT NEITHER PARTY SHALL BE REQUIRED TO DEFEND OR INDEMNIFY THE OTHER PARTY FOR THAT PARTY'S NEGLIGENT OR INTENTIONAL ACTS, ERRORS OR OMISSIONS.

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

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

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

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

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

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

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

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

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

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

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

such disagreement to non-binding mediation.

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

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

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

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

Teague Nall and Perkins, Inc.

TOWN OF PROSPER, TEXAS

By:



Signature

Justin Walton, P.E.

Printed Name

Associate Principal

Title

7/17/26

Date

By:

Signature

Mario Canizares

Printed Name

Town Manager

Title

Date

**EXHIBIT A
SCOPE OF SERVICES**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND TEAGUE NALL AND PERKINS, INC.
FOR THE LEGACY DRIVE (STAR TRAIL – LEGACY MS)
(PRJ# 2626-ST)**

I. PROJECT DESCRIPTION

The TOWN has requested professional engineering, survey, and right-of-way services for the Legacy Drive southbound lanes from the culvert crossing to Prosper Trail. The design includes approximately 1,300 LF of roadway design including storm drain improvements and right-of-way services to acquire land from four properties.

II. TASK SUMMARY

Basic Services:

Task 1 – Roadway Design.

1. Provide project management activities as necessary to properly manage the project, including work planning, internal kickoff/QC meeting, periodic internal project progress meetings as required, and providing periodic Project Status Reports (including schedule updates) to Town of Prosper (Town) staff.
2. Review and research previously prepared construction plans, record documents, and other pertinent information related to the project.
3. Conduct project kickoff meeting with CONSULTANT project team and Town.
4. Topographic survey was completed as part of a previous project and no additional topographic survey is anticipated. If additional survey is required, it can be provided as an additional service.
5. Develop horizontal alignment and vertical profile of the proposed roadway and cut cross sections at centerline of driveways, cross streets, and at 50' intervals along the road centerline to evaluate grading. Establish the existing ground profile (C/L, right and left ROW), create proposed ground profile (Top of Curb), create assembly and corridor. Establish location of proposed curb, left turn lanes, and median openings.
6. Prepare a preliminary list of right-of-way parcels and easements necessary to construct the project.
7. Prepare 30% schematic design that consists of the paving layout. Meet with Town staff to confirm the layout.
8. Develop paving/roadway design, including the following:
 - a) Evaluate visibility at intersections and driveways
 - b) Revise horizontal alignment as necessary
 - c) Determine location of median openings and left turn lanes based on Legacy Drive Access Management Plan
 - d) Review and finalize proposed vertical profiles, checking for critical points
 - e) Review and finalize paving cross sections
 - f) Add irrigation sleeves for future irrigation in the median

9. Perform drainage analysis and storm drain design, including the following:
 - a) Include inlet and HGL calculations prepared for previous Legacy Drive project
 - b) Prepare calculation sheets
 - c) Prepare plan and profile sheets for storm drain lateral lines
10. Prepare construction plans. Prepare the following sheets at the engineering scale indicated:
Roadway Plans:
 - a) Cover sheet
 - b) General notes sheets
 - c) Quantity breakdown sheet(s)
 - d) Project layout control sheet(s). Scale 1"= 100' or larger
 - e) Temporary traffic control sheets. Scale 1"=30' or appropriate legible scale. (90% Submittal only)
 - f) Demolition plan sheets. Scale 1"=20'
 - g) Erosion control sheets. Scale 1"=40' (90% Submittal only)
 - h) Erosion control detail sheet(s). (90% Submittal only)
 - i) Drainage area map. Scale 1"= 100'
 - j) Drainage calculation sheet(s)
 - k) Storm drain plan & profile sheets. Scale 1"= 20'
 - l) Drainage detail sheets
 - m) Water Line plan (for water service lines to serve the Legacy Storage property)
 - n) Typical pavement section(s) sheets
 - o) Paving plan & profile sheets. Horizontal scale 1"= 20', Vertical scale 1"=4'
 - p) Paving cross sections sheets
 - q) Paving detail sheets
 - r) Permanent striping and signage plan sheets. Scale 1"= 40'
 - s) Permanent striping and signage details
11. Revise the estimate of construction quantities and statement of probable construction cost (30%, 60% and 90% Submittals)
12. Perform internal QC review of plans and cost estimate and revise as necessary (30%, 60% and 90% submittals)
13. 60% Submittal: Submit pdf of 60% plans and preliminary statement of probable construction cost to the Town for review.
14. Submit right-of-way parcel exhibits and easement exhibits, as necessary.
15. Meet with Town staff to discuss Town comments on 60% plans and cost estimate.
16. Distribute the 60% plans and proposed construction schedule to franchise utility companies and other stakeholders. Town to coordinate franchise utility relocations.
17. Incorporate Town 60% comments into the plans and prepare 90% construction plans.
18. Prepare draft copy of bid item description. Town to prepare the bid book (90% submittal).
19. Prepare special specifications for items not included in NCTCOG (90% submittal).

20. 90% Submittal: Submit pdf of the 90% plans, special technical specifications, bid item descriptions, and statement of probable construction cost to the Town for review.
21. Meet with Town staff to review 90% comments.
22. Review franchise utility relocation plans and provide exhibits if necessary. It is assumed that the Town will perform most of the franchise utility coordination effort and TNP will support as needed.
23. Incorporate Town 90% plan comments into the 100% plans and bid item descriptions.
24. Submit a pdf of the final 100% plans, bid item descriptions, and statement of probable construction cost.

Special Services:

Task 2 – Bid and Construction Phase Services

1. Provide project management activities as necessary to properly manage the project, including periodic internal project progress meetings as required, and providing periodic Project Status Reports (including schedule updates) to Town.
2. Submit one half size (11"x17") set of final prints and one bound copy of the bid documents to the Town designated Material Testing Laboratory.
3. Attend pre-bid conference
4. Assist Town by responding to questions and interpreting bid documents.
5. Prepare addenda to bid documents as necessary.
6. Attend the bid opening.
7. Provide bid tabulation (Excel) to the Town within four working days of the bid opening.
8. Evaluate the low and second low bidders. The review and evaluation will include such factors as work previously completed, equipment that is available for the work, publicly available financial resources, technical experience, and responses from references. Prepare a letter of recommendation to the Town for awarding a contract to the lowest responsible bidder within four working days of the bid opening.
9. Conformed drawings will also be provided in pdf format. Hard copies can be provided if requested by the Town.
10. Assist Town staff in a pre-construction conference.
11. Review shop drawings.
12. Provide periodic site visits by the design engineer. For the purposes of this proposal, we have estimated 2 site visits.
13. Provide written responses to requests for information or clarifications.

14. Prepare plan and quantity revisions to process any necessary change orders. The CONSULTANT will prepare the change order and get it executed by the contractor.
15. Assist the Town staff in conducting the final inspection and issue a punch list to the Contractor if necessary.
16. Recommend final acceptance of work when acceptable.
17. Prepare and revise construction "Record Drawings" based upon mark-ups, as-built survey provided by the contractor, and information provided by the construction contractor(s). Submit a PDF containing the 22" x 34" final "as constructed" blackline drawings (with "record drawing stamps" bearing the signature of the Engineer and the date).

Task 3 – Separate Instrument Exhibits

This contract includes up to nine (9) separate instrument exhibits. Additional exhibits can be provided as an additional service.

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

Task 4 – Right-of-Way Services

The following right-of-way scope includes services to acquire right-of-way and one (1) easement from four (4) properties. See the exhibit below for the location of the four properties. A temporary construction easement may be required on the Prosper Fellowship Church property at the northwest corner of Prosper Road and Legacy Drive but the services to acquire said easement have been excluded from this scope. For the purposes of this scope, it is assumed that the easement would be donated by the Prosper Fellowship Church owner.



1. Title Services

Four (4) Parcels

- a) Secure preliminary title commitment or preliminary title search, and 5-year sales data from Title Company that will be providing title insurance.
- b) Secure title insurance for all parcels acquired, ensuring acceptable title to the Town. Written approval by the Town is required for any exception.
- c) The curative services necessary to provide clear title to the Town is the responsibility of PROVIDER.
- d) PROVIDER provides closing services in conjunction with the Title Company.
- e) Any fee related to obtaining certified court documents and fees for recording the same, which are not collected at the closing of the parcel, shall be direct pass-through fees at the exact cost.
- f) In conjunction with the title company, the PROVIDER shall cause the recordation of all instruments conveying property to the Town. The cost of the recording fees and filing fees are paid by Town at the time of closing and are not included in the PROVIDER'S negotiated fee schedule.

2. Negotiation Services

Four (4) Parcels

- a) Analyze preliminary title report to determine potential title problems, propose and inform Town of methods to cure title deficiencies.
- b) Analyze appraisal report and confirm the Town's approved value prior to making an offer for each parcel.
- c) Prepare the initial offer letter, instruments of conveyance, the Landowners' Bill of Rights, and any other documents required or requested by the Town on applicable Town forms by Certified Mail-Return Receipt Requested (CMRRR).
- d) Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing. Retain copies of the unsigned CMRRR receipt and the appraisal as support for billing purposes.
- e) Make at least four (4) diligent attempts to negotiate with each property owner after which negotiations will be considered exhausted.

- f) Prepare a negotiator contact report for each parcel.
 - g) Copies of working and final file documents may be kept by PROVIDER. Parcel files of original documentation related to the purchase of the real property or property interests will be maintained.
 - h) Receive any counteroffers from the property owner. Evaluate all counters and submit and discuss them with the Town's Project Manager.
 - i) After concurrence of Town Project Manager, prepare the final offer letter and mail the documents of conveyance by CMRRR.
 - j) If an agreement isn't reached the PROVIDER will prepare the file to be submitted to the Town for eminent domain proceedings.
3. Real Estate Appraisal Service
- Four (4) Parcels
- a) Appraisers must provide advance notice of the date and time of their appraisal inspections of the subject property to the Provider's Project Manager.
 - b) Secure written permission from the owner to enter the property from which real estate is to be acquired. The Appraiser, if after diligent effort, is unable to secure the necessary letter of permission from the property owner, a waiver must be obtained in writing. Maintain permission letters with appraisal reports.
 - c) Prepare and conduct personal pre-appraisal contact with interest owners for each parcel using acceptable forms.
 - d) Contact property owners or their designated representative to offer an opportunity to accompany the appraiser on the appraiser's inspection of the subject property. Maintain a record of contact in the file.
 - e) For an initial appraisal assignment, prepare an appraisal report for each parcel to be acquired utilizing appropriate appraisal forms. These reports shall conform to policies and procedures along with the Uniform Standards of Professional Appraisal Practices as promulgated by the Appraisal Foundation.
 - f) All completed appraisals will be administratively reviewed and recommended for approval by the Town Staff or assigns.

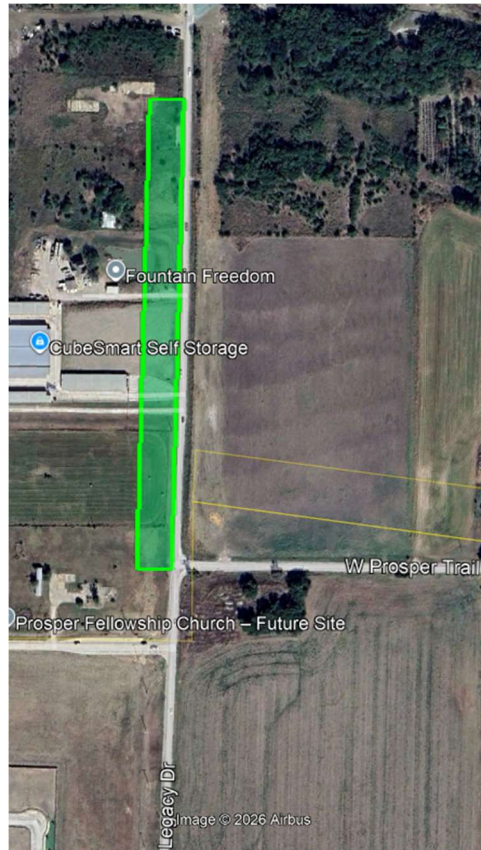
Task 5 – Quality Level 'B' through 'D' S.U.E. Services

TNP will provide utility information, up to QL-"B", on the west side of Legacy Dr from the edge of pavement to the ROW line for additional utility lines constructed since the original SUE investigation was completed in June 2024. The limits are from W Prosper Trail to 1,300 LF north. See area in green on attached vicinity map.

This work includes:

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

designated, signed and sealed by a professional engineer in the state of Texas.



Task 6 – Quality Level 'A' S.U.E. Services

Consultant will excavate by air-vacuum or other minimally invasive methods up to three (3) test holes on existing utilities within the project scope. This work includes:

1. Providing all necessary personnel, equipment, supplies, management and supervision needed for the test hole excavation, backfill and restoration.
2. Contacting the appropriate one-call system to request utilities to be marked on-the-ground prior to beginning excavation of test hole.
3. Preparing documentation for each test hole attempted. This documentation will include the horizontal and vertical position of the targeted utility or structure, a general description of the target utility, with condition, material and general orientation noted, a generalized description of the material encountered in the test hole, and any other field observations noted during the excavation.
4. Based on ASCE Standard 38-22 standards, a 2d CADD file and PDF depicting the subsurface utilities designated, signed and sealed by a professional engineer in the state of Texas.

This work does not include:

- a. Right-of-Entry
- b. Traffic Control for test holes
- c. Pavement coring
- d. Permitting

Task 7 – Miscellaneous Supplemental Survey

Additional topographic survey within the project limits. The additional survey shall be used on an as-needed basis and shall be approved by the Client prior to survey.

III. DELIVERABLES

Task 1 – Roadway Design	One (1) PDF copy at each plan submittal stage. Up to three (3) 22x34 hard copies of final signed and sealed documents.
Task 2 – Bid and Construction Phase Services	One (1) PDF copy of conformed plans. One (1) PDF copy of each sheet of the record drawings One (1) DWG of the record drawings base map. One (1) 22x34 hard copy of the record drawings
Task 3 – Separate Instruments Exhibits	Separate Instrument exhibit and Legal Description for filing. (Data will be delivered in Texas Coordinate System of 1983 North Central Zone (4202) scaled to Surface with a combined scale factor supplied.)
Task 4 – Right-of-Way Services	Record all Right-of-Way and Easement documents.
Task 5 – Quality Level 'B' through 'D' S.U.E. Services	S.U.E. plan sheets
Task 6 – Quality Level 'A' S.U.E. Services	Test hole sheets
Task 7 – Miscellaneous Supplemental Survey	Topographic Survey

IV. ASSUMPTIONS/ EXCLUSIONS AND ADDITIONAL SERVICES

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

1. Geotechnical investigation and test borings.
2. Environmental services
3. Hydraulics & Hydrology modeling or Flood Study
4. Landscaping improvement plans.
5. Irrigation improvement plans.
6. Storm drain design beyond what is described in this scope.
7. Structural design of retaining walls, junction boxes, or any other structures.
8. Photometric or coverage study/analysis for street lighting.
9. Lighting Design.
10. Sanitary sewer design.
11. Tree Survey
12. Additional Boundary Survey.
13. Obtaining permits or coordination with any other agencies.
14. Preparation of the bid book is the Town's responsibility. However, the consultant shall provide the bid proposal, bid item descriptions, and special technical specifications (if any).

**EXHIBIT B
COMPENSATION SCHEDULE**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND TEAGUE NALL AND PERKINS, INC.
FOR THE LEGACY DRIVE (STAR TRAIL – LEGACY MS)
(PRJ# 2626-ST)**

I. COMPENSATION SCHEDULE

Task	Completion Schedule	Compensation Schedule
Notice-to-Proceed	AUG 2026	
Task 1 - Roadway Design*	JAN 2027	\$170,000
Task 2 – Bid and Construction Phase Services	AUG 2027	\$25,000
Task 3 - Separate Instrument Exhibits (@ \$3,500 per Exhibit)	NOV 2026	\$31,500
Task 4 – Right-of-Way Services	APR 2027	\$55,950
Task 5 – Quality Level ‘B’ through ‘D’ S.U.E. Services	DEC 2026	\$8,250
Task 6 – Quality Level ‘A’ S.U.E. Services	JAN 2027	\$8,100
Task 7 – Miscellaneous Supplemental Survey		\$10,000
Total Compensation		\$308,800

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

II. COMPENSATION SUMMARY

Basic Services (Lump Sum)	Amount
Task 1 - Roadway Design	\$170,000
Total Basic Services:	\$170,000
Special Services	Amount
Task 2 – Bid and Construction Phase Services (Lump Sum)	\$25,000
Task 3 - Separate Instrument Exhibits (@ \$3,500 per Exhibit)	\$31,500
Task 4 – Right-of-Way Services (NTE)	\$55,950
Task 5 – Quality Level ‘B’ through ‘D’ S.U.E. Services (Lump Sum)	\$8,250
Task 6 – Quality Level ‘A’ S.U.E. Services (@ \$2,700 per each)	\$8,100
Task 7 – Miscellaneous Supplemental Survey (Hourly)	\$10,000
Total Special Services:	\$138,800
Total Fee:	\$308,800

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

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND TEAGUE NALL AND PERKINS, INC.
FOR THE LEGACY DRIVE (STAR TRAIL – LEGACY MS)
(PRJ# 2626-ST)**

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EXHIBIT E CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
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.		OFFICE USE ONLY
1	Name of vendor who has a business relationship with local governmental entity. None	
2	☐ 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.)	
3	Name of local government officer about whom the information is being disclosed. Name of Officer	
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. 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? ☐ Yes ☒ No 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? ☐ Yes ☒ No	
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.	
6	☐ 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).	
7	Signature of vendor doing business with the governmental entity Date	