

**CONTRACT AMENDMENT #1
BETWEEN THE TOWN OF PROSPER, TEXAS, AND DUNAWAY ASSOCIATES, LLC
FOR THE RAYMOND COMMUNITY PARK PHASE 1 PROJECT 2122-PK**

This Contract Amendment for Professional Services, hereinafter called "Amendment," 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 **Dunaway Associates, LLC**, a company authorized to do business in Texas, acting through a duly authorized officer, hereinafter called "Consultant," relative to Consultant providing professional engineering services to Town. Town and Consultant when mentioned collectively shall be referred to as the "Parties."

WITNESSETH:

WHEREAS, the Town previously engaged the services of the Consultant in connection with **Raymond Community Park Phase I Project 2122-PK** to be located at 201 Coit Road, hereinafter called "Project"; and

WHEREAS, the Parties previously entered into an professional services agreement regarding the Project on or about March 21, 2022, in the amount of one million, ninety-one thousand, six hundred dollars (\$1,091,600), hereinafter called the "Original Agreement"; and

WHEREAS, the Parties now desire to amend the Original Agreement to increase the scope of services and compensation provided to include final plat, pickleball & tennis area, and North playground area.

For the mutual promises and benefits herein described, Town and Consultant agree to amend the Original Agreement as follows:

1. **Additional Services to be Performed by Consultant.** The Parties agree that Consultant shall perform such additional services as are set forth and described in **Exhibit A1 – Scope of Services** and incorporated herein as if written word for word. All references in the Original Agreement to "Exhibit A" are hereby amended to state "Exhibits A and A1."

2. **Additional Compensation of Consultant.** Town agrees to pay to Consultant for the satisfactory completion of all services included in this Amendment a total additional fee of two hundred sixty-one thousand, two hundred and fifty dollars (\$261,250) for the additional services as set forth and described in **Exhibit B1 – Compensation Schedule** and incorporated herein as if written word for word. All references in the Original Agreement to "Exhibit B" are hereby amended to state "Exhibits B and B1."

3. **Revised Compensation for Consultant's Services.** Paragraph 4 of the Original Agreement is hereby amended to increase Consultant's total compensation by deleting one million, ninety-one thousand, six hundred dollars (\$1,091,600) and replacing it with one million, three hundred fifty-two thousand, eight hundred and fifty dollars (\$1,352,850).

4. **Original Agreement.** All other provisions and terms of the Original Agreement shall remain in full force and effect and this Amendment to the Original Agreement shall in no way release, affect, or impair any other provision or responsibility contained in the Original Agreement.

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

DUNAWAY ASSOCIATES, LLC

By: Philip Neeley
Signature

Philip Neeley
Printed Name

Senior Engagement Manager
Title

September 6, 2023
Date

TOWN OF PROSPER, TEXAS

By: _____
Signature

Mario Canizares
Printed Name

Town Manager
Title

Date

**EXHIBIT A1
SCOPE OF SERVICES**

**CONTRACT AMENDMENT #1
BETWEEN THE TOWN OF PROSPER, TEXAS, AND DUNAWAY ASSOCIATES, LLC
FOR THE FIRST & COIT COMMUNITY PARK (RAYMOND COMMUNITY PARK) PHASE 1 PROJECT 2122-PK**

I. PROJECT DESCRIPTION

Final Plat including boundary services and Final Plat processing. Design and plans development for pickleball and tennis court facilities. Design and plans development for a north playground area.

II. TASK SUMMARY

Task 1 – Final Plat (Taxable) including boundary services and Final Plat Processing (Surveying): Final plat comment processing (Survey) – Dunaway will make revisions to the survey drawing to address survey matters (if any) brought to Dunaway attention by Town, or their representative. The fee is not to exceed five rounds of comments.

Task 2 – Pickleball & Tennis Area: Overall grading, utilities, post-tensioned courts, shade structures, CXT restroom building, lighting service and lighting.

Task 3 – North Playground Area: Overall grading, utilities, concrete pavement areas, play structures, shade structures, and CXT restroom building.

III. DELIVERABLES

Task 1 – Final Plat

Task 2 – Pickleball & Tennis Area:
Final construction documents and specifications.

Task 3 – North Playground Area:
Final construction documents and specifications

**EXHIBIT B1
COMPENSATION SCHEDULE**

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I. COMPENSATION SCHEDULE

Task	Completion Schedule	Compensation Schedule
Notice-to-Proceed	Month/Year	
<u>Task 1 – Final Plat</u>	November 2023	\$37,200
<u>Task 2 – Pickleball & Tennis Area</u>	November 2023	\$165,600
<u>Task 3 – North Playground Area</u>	November 2023	\$58,450
Total Compensation		\$261,250

II. COMPENSATION SUMMARY

Basic Services (Lump Sum)	Amount
<u>Task 2 – Pickleball & Tennis Area</u>	\$165,600
<u>Task 3 – North Playground Area</u>	\$58,450
Total Basic Services:	\$224,050

Special Services (Hourly Not-to-Exceed)	Amount
Task 1 – Final Plat	\$37,200
Total Special Services:	\$37,200

Direct Expenses	Amount
None	\$0,000
Total Direct Expenses:	\$0,000