

## LETTER AGREEMENT AMENDMENT #1

August 29, 2024

This AMENDMENT (“Amendment”) shall amend and become a part of the Letter Agreement for Professional Services dated May 16, 2024 between Town of Prosper, Texas (“Client”) and Olsson, Inc. dba Olsson Studio (“Olsson”) providing for professional services for the following Project (the “Agreement”):

### PROJECT DESCRIPTION AND LOCATION

Project is located at: Downtown Monumentation

Project Description: Prosper, Texas

### SCOPE OF SERVICES

Client and Olsson hereby agree that Olsson’s Scope of Services under the Agreement is amended by adding the services specifically described below for the additional compensation set forth below:

#### Phase 400 – Construction Documents

Based upon Client’s Town Council approved downtown monumentation master plan, Olsson shall provide construction documents for phase one monuments, including:

- Primary gateway located at Broadway and Coleman intersection, per the attached Exhibit A
- Secondary gateway columns located at Broadway and Main intersection, per the attached Exhibit B
- Icon silo monument located at Broadway and Main intersection, per the attached Exhibit C
- Tertiary monuments located along Broadway at Crockett and McKinley, per the attached Exhibit D

Olsson shall provide a design / topographic survey, including a two (2)-person survey crew to set control, based on the Texas State Plane Coordinate System-North Central Texas Zone 4202, NAVD 88 (Geoid 18). Olsson shall prepare a design/topographic survey of four (4) locations along West Broadway Street between South McKinney Street and South Coleman Street, as shown on the attached Exhibit E, locate above ground visible / observed improvements, locate utilities (including storm drain/sanitary sewer manhole locations with inverts, pipe size, and directions, if accessible), and locate underground utilities based on an 811 Call and Public Works Department markings.

Olsson shall prepare three (3) submittals of construction documents for Client-selected monument elements at the 60-percent, 90-percent, and 100-percent complete construction documents design phases. Construction documents shall include:

**Demolition Plan** will outline removal of existing hardscape material.

**Hardscape Plan** will layout proposed monument elements in relation to existing buildings, street parking, and intersection right of way (ROW). Horizontal dimensions will be included for construction staking purposes. Hardscape construction specifications will be provided.

**Monument Details** will include elevations and detailing for selected monumentation elements.

**Structural Plans** will include structural details and general notes for monumentation.

**Lighting Plans** will include the following services for monumentation:

- Electrical engineering:
  - Luminaire selection of exterior structures and interior to silo
  - Exterior red, green, blue, and white (RGBW) lighting at silo
  - Lighting design, including foot-candle calculations, lighting control, and compliance with locally adopted energy code
  - Power of signage components that are internally lit
  - General power layout and event power inside of silo
  - Branch power design
  - Electrical service design to be located inside silo
- Energy calculations to comply with the locally adopted energy code
- Opinion of Probable Cost (OPC) for Project construction work

**Landscape Plans** will identify location, species and variety, quantity, planting sizes, and special requirements or conditions for plant materials. Final landscape planting details and specifications will be included.

**Irrigation Plans** will identify modifications to original Broadway construction documents, including location of mainline and lateral piping, zone control valves, irrigation heads, and required equipment. Construction documents will indicate pipe sizes, valve sizes, head type, controller type, and circuit zoning. Irrigation installation details and specifications will be included. Domestic irrigation systems will be used at Project site.

## **Meetings**

Olsson will attend each of the following meetings:

- Eight (8) total bi-weekly Project meetings
- 60-percent completion design review meeting
- 90-percent completion design review meeting
- 100-percent completion design review meeting

**Work Products:** Design/topographic survey; construction documents including demolition, hardscape, structural, lighting, landscape, and irrigation construction documents, details, specifications; and meeting notes and memorandums as required

**Phase 400 Fee: \$89,700.00**

### **Phase 900 – Expenses**

Includes all Project related reimbursable expenses, as defined in the Reimbursable Expense Schedule attached to this Agreement.

**Phase 900 Fee: Estimated \$3,000.00**

**TOTAL SCOPE OF SERVICES: \$89,700.00**  
**+Reimbursable Expenses, estimated \$3,000.00**

### **ADDITIONAL SERVICES**

Upon Client's approval, Olsson will provide the below services under a separate Agreement. Fees will be determined upon completion of the above Phase 400 Scope of Services.

#### **Phase 500 – Construction Administration Services**

Olsson will provide contract negotiation/procurement services for Project phase one including, but not limited to, bidding assistance including responding to Client's Contractors' questions submitted through Client and providing clarifications to construction documents. Olsson will review shop drawings and submittals from Client's Contractors for conformance to construction documents. Olsson will review and submit necessary requests for information (RFI's), architect's supplemental information (ASI's), and potential change orders (PCO's) for conformance to construction documents and Project work completed. All information shall be submitted to Olsson through Client.

#### **Installation Observation and Construction Meetings**

Olsson shall observe construction pertaining to hardscape, landscape, and irrigation construction documents listed within this Scope of Services. Olsson will visit the Project site to review construction and attend construction progress meetings. Olsson shall provide a final site observation to produce punch lists for hardscape, landscape, and irrigation construction documents listed within this Scope of Services. Olsson will coordinate punch list requirements with Client's Contractors, prior to Project substantial completion.

#### **Meetings**

Olsson will attend each of the following meetings:

- Twelve (12) bi-weekly, virtual Project meetings
- One (1) in-person site visit for 50-percent completion construction review
- One (1) in-person site visit for construction punch list

**Work Products:** RFI's, ASI, and PCO's, as required; meeting notes and memorandum, as required

**Phase 500 Fee: TBD upon completion of Phase 400**

## **ASSUMPTIONS**

- City to provide public utility maps of Project areas
- Photometric study not included

## **ADDITIONAL SERVICES**

- Geotechnical services
- Environmental studies
- Electrical evaluations, studies, or additional services requested by Owner
- Detailed energy analysis
- CCTV intrusion detection
- Dry utility coordination
- Stormwater drainage memo
- Public improvement stormwater drainage plans
- Traffic impact study / traffic signal design
- Flood study
- Mechanical/electrical/plumbing engineering plans
- Audio visual/technology
- Additional as-built drawings / certifications
- Full-time construction observation
- Construction staking

## **EXCLUSIONS**

- TX DOT and State of Texas coordination
- Boundary/Right-of-Way verification
- Wi-fi and communication design
- Water utility plan
- Music/sound systems and security/emergency system
- Additional coordination and revisions outside of the Scope of Services described above
- Additional coordination, Project delays, extensions, and revisions
- Value engineering revisions
- Six (6)- and twelve (12)-month review of Project site after construction
- Permitting and submittal fees
- Title policy
- Post-construction survey
- Pot-holing existing utilities

## **SCHEDULE FOR OLSSON'S SERVICES**

Unless otherwise agreed, Olsson expects to perform its services covered by this Amendment as follows:

Anticipated Start Date:               October 15, 2024  
Anticipated Completion Date:       February 15, 2025

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

## **COMPENSATION**

For the additional Scope of Services specifically set forth in this Amendment, Client shall pay Olsson the following fee in addition to the fee(s) set forth in the Agreement:

Client shall pay to Olsson for the performance of the Scope of Services a lump sum of Eighty-Nine Thousand Seven Hundred Dollars (\$89,700.00) plus reimbursable expenses in accordance with the Reimbursable Expense Schedule attached to this Amendment. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

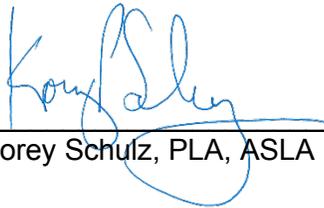
Reimbursable Expenses are estimated to total Three Thousand Dollars (\$3,000.00).

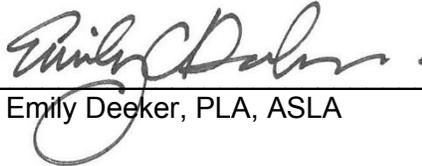
## **TERMS AND CONDITIONS OF SERVICE**

All provisions of the original Agreement not specifically amended herein shall remain unchanged.

If this Contract Amendment satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.,

**OLSSON, INC. DBA OLSSON STUDIO**

By   
Korey Schulz, PLA, ASLA

By   
Emily Deeker, PLA, ASLA

By signing below, you acknowledge that you have full authority to bind Client to the terms of this Amendment. If you accept this Amendment, please sign:

**TOWN OF PROSPER, TEXAS**

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

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Dated: \_\_\_\_\_

Attachments

Reimbursable Expense Schedule

Exhibit A

Exhibit B

Exhibit C

Exhibit D

Exhibit E



## REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

<b><u>Classification</u></b>	<b><u>Cost</u></b>
Automobiles (Personal Vehicle)	\$0.67/mile*
Suburban's and Pick-Ups	\$0.75/mile*
Automobiles (Olsson Vehicle)	\$95.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

\*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

# EXHIBIT A



# EXHIBIT B



# EXHIBIT C



# EXHIBIT D



# EXHIBIT E



DOWNTOWN PROSPER, TEXAS