

April 4, 2024

Mr. Kurt Beilharz, Assistant Director
Town of Prosper Parks & Recreation
409 East 1st. Street
Prosper, Texas 75078

Re: Proposal for Professional Services Doe Branch Creek Pedestrian Trail and Bridge

Dear Mr. Beilharz:

Parkhill is pleased to present this Proposal to the Town of Prosper (Owner) for professional services on the Doe Branch Pedestrian Trail and Bridge (Project). Parkhill (A/E) shall perform the following professional services in accordance with Town of Prosper submission requirements for approval. The following outlines our understanding of the project scope and how we propose to provide services for the project.

PROJECT UNDERSTANDING

Landscape Architectural and Engineering Services for the following:

- Doe Branch Creek Trail - approximately 2,400 LF of 10' wide concrete trail, one approximately 130' long prefabricated steel truss pedestrian bridge, and two storm drain culverts.
- Fishtrap Road Trail - three sections of concrete trail, totaling approximately 2,300 LF, along the south edge of Fishtrap Road. The width of these sections will vary between 6' to 8' depending on site constraints.

SCOPE OF SERVICES

The A/E shall provide the following Basic Services:

TOPOGRAPHIC SURVEY

Parkhill will conduct a Topographic Existing Conditions Survey. The survey will show all visible physical features that may affect future design including, but not limited to, spot elevations, drainage features, existing site contours at a minimum 1-foot interval, trees over 3 inches in diameter, property lines, pavement edges, curbs and gutter, sidewalks, etc. and any visible evidence of underground utilities. This survey will comply with standard Town of Prosper requirements.

GEOTECHNICAL INVESTIGATION & REPORT

The A/E shall secure the services of an independent geotechnical engineering company to investigate the engineering properties of the soils and to make recommendations on the design of the bridge piers and abutments, paving, retaining walls, etc.

SCHEMATIC DESIGN PHASE

Schematic Design services shall include site reconnaissance to analyze capabilities and limitations of the project site and work sessions with Town staff as necessary to prepare the preliminary trail layout and opinion of probable construction cost.

CONSTRUCTION DOCUMENT PHASE

Based on the owner approved Schematic Design the A/E shall further develop the design and prepare the material/technical plans and specifications setting forth the requirements for construction of the project. The A/E shall meet all applicable Town of Prosper design and construction standards, coordinate plans with Town Departments, meet all state regulations and submit construction documents to the owner for development review.

Deliverables: 50% CD Design Review Submittal, 95% CD Design Review Submittal, Bid Issue Construction Documents, Project Manual (Front End Documents & Technical Specifications), updated Opinion of Probable Construction Cost and Meetings (as necessary)

FLOOD STUDY

The A/E shall provide a hydraulic analysis to evaluate the proposed trail, bridge, and culvert to help guide the design in relation to flooding or erosion impacts.

BIDDING & NEGOTIATION PHASE

The A/E shall provide/perform the following services during the Bidding & Negotiation Phase: Answer questions from Bidders and prepare addenda as necessary, review substitution requests from Contractor(s), attend pre-bid meeting, attend bid opening, assist owner in pre-qualification of bidders, assist the owner in a pre-construction conference.

CONSTRUCTION CONTRACT ADMINISTRATION PHASE

The A/E shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed upon by the owner and A/E in writing to become familiar with the progress and quality of the work completed, and to determine, in general, if the work is being performed in a manner indicating that the work, when completed will be in accordance with the Contract Documents. However, the A/E shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the work. Based on on-site observation, the A/E shall keep the owner informed on the progress and quality of the work.

The A/E shall review shop drawings and other submittal information for the purpose of ascertaining conformance with the design intent and Construction Documents, provide responses to requests for information (RFI) or clarifications, prepare change orders (if required), assist the owner in conducting the substantial completion and final completion observations, and assist the owner with closeout procedures.

The A/E shall conduct end-of-the-month on-site meetings to review pay applications and the project's construction progress.

Except as expressly stated in the scope of work, the A/E shall not be responsible to supervise, direct or have control over work of owner's contractors, subcontractors or other service/material providers, including any designated general contractor of owner or any subcontractors thereof nor have any responsibility for the Contractor's means, methods, techniques, sequences or procedures selected by Contractors nor for the Contractors' safety precautions or programs in connection with Work. These rights and responsibilities are solely those of and between the owner and the applicable contractors. The owner agrees that the A/E is not responsible for the jobsite condition or on-site worker safety, except as otherwise expressly stated in the scope of work.

Except and unless prohibited by applicable law, the A/E shall not be responsible for any acts or omissions of the Contractors, including any subcontractor, any entity performing any portions of Work or any agents or employee of any of them. The A/E does not guarantee the performance of any of the Contractors and shall not be responsible for the Contractors' failure to perform or furnish any applicable Work in accordance with the Contract Documents or any applicable laws, codes, rules, or regulations. The A/E shall not be responsible for any delays in the execution of the work caused by the Contractor.

FEMA LETTER OF MAP REVISION

If required, the A/E shall provide a FEMA Letter of Map Revision (LOMR) to update the effective modeling and mapping of Doe Branch Creek.

RECORD DRAWINGS

The A/E shall transfer information provided by the Contractor on his mark-ups/As-Built drawings after construction is complete to digital files (AutoCAD & PDF) and provide these files to the owner.

REIMBURSABLE EXPENSES

Reimbursable Expenses are in addition to the A/Es Compensation for Basic Professional Services and will be billed at invoice cost plus a fifteen percent markup for handling costs. Reimbursable Expenses include, but are not limited to travel, postage / shipping, reproductions / copies, color plots / prints, accessibility plan review and inspection fees and reports. These expenses shall be invoiced to a Not-To- Exceed Allowance as noted in the Compensation portion of this Proposal.

ADDITIONAL SERVICES

Additional Services are services that are not specifically included in this Proposal (i.e., public meetings, additional meetings beyond those described above, subdividing project into multiple sets and/or bids). Said services shall be described and compensation established and authorized by the owner in writing prior to the A/E providing said services. Additional Services shall be attached to this Proposal as an amendment.

EXCLUSIONS

The intent of this Scope of Services is to include only the services specifically listed herein for this Project. Services specifically excluded from this Scope of Services include, but are not necessarily limited to the following:

- Fees for permits and advertising.
- Storm Water Pollution Prevention Plan (SWPPP).
- Preparation of Plats or Boundary Survey documents.
- Field surveying or production of related maps for purposes of determining off-site utility locations or construction control and layout.
- Design of off-site utility services or drainage facilities to more than 100 feet from a boundary of the project site
- Engineering services related to modifications of existing storm drain or design of new storm drain systems.
- Environmental impact statements, assessments or permits.
- Traffic Engineering Reports or Studies.
- Full-time or otherwise more frequent than provided as Basic Services and detailed observation of the Contractor's work in progress.
- Archaeological survey.
- Presentations to Town boards and councils.

ITEMS AND SERVICES TO BE PROVIDED BY THE TOWN

The Town will provide the following services to the A/E in the performance of the project upon request.

- Existing data the owner has on file concerning the project, if available.
- As-Built plans for existing facilities and/or utilities, if available.
- Assist the A/E in obtaining any required data and information from local utility companies, as necessary.

- Standard details and specifications in digital format.
- Assist the A/E in requiring appropriate utility companies to expose underground utilities within the right-of-way or easements, when required.

COMPENSATION

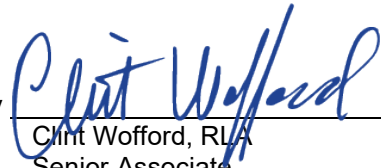
Compensation for the Basic Services rendered by the A/E shall be as described in Attachment 'B' of this Proposal.

We appreciate the opportunity to continue to serve the Town of Prosper and Build Community together. Please do not hesitate to contact us if you have any questions.

Sincerely,

PARKHILL

By


Clint Wofford, RLA
Senior Associate

HP/ic
Enclosures: Attachment B and Hourly Rate Sheet

cc: Kurt Beilharz



COMPENSATION

Task 1: Compensation for the Basic Services related to the Schematic Design, Construction Documents, and Bidding phases provided by the A/E shall be a lump sum of \$133,000.00 plus Reimbursable Expenses. Construction Observation phase services shall be provided on an hourly basis per the attached hourly rates. This fee is based upon the project description stated above, should the project scope increase by more than five percent (5%) then the fee will be adjusted accordingly.

Task 1 Basic Services compensation shall be invoiced monthly based on percent of work completed. Monthly progress payments for these Services shall be distributed by phases as follows:

Schematic Design Phase (25%)	\$33,250.00
Construction Documents Phase (60%)	\$79,800.00
Bidding & Negotiation Phase (5%)	\$6,650.00
Construction Observation Phase (10%)	\$13,300.00
Total Task 1 Compensation	\$133,000.00
Reimbursable Expenses (not-to-exceed allowance)	\$3,000.00

Other Related Services:

Topographical Study	\$24,300.00
Geotechnical Investigation	\$10,000.00
Flood Study	\$25,000.00
FEMA LOMR & Filing Fee (if required)	\$32,000.00
Sub-total	\$91,300.00

Total Compensation:

Task 1	\$133,000.00
Reimbursable Expenses (not-to-exceed allowance)	\$3,000.00
Other Related Services	\$91,300.00
Total	\$227,300.00

Parkhill
Hourly Rate Schedule
 January 1, 2024 through December 31, 2024

Client: Town of Prosper Parks & Recreation

Project: Doe Branch Pedestrian Trail and Bridge

Agreement Date: _____

Location: Prosper, TX

CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE
SUPPORT STAFF I	\$75.00	PROFESSIONAL LEVEL III		PROFESSIONAL LEVEL VI	
SUPPORT STAFF II	\$88.00	Architect	\$186.00	Architect	\$305.00
SUPPORT STAFF III	\$120.00	Civil Engineer	\$227.00	Civil Engineer	\$344.00
SUPPORT STAFF IV	\$129.00	Electrical Engineer	\$222.00	Electrical Engineer	\$358.00
SUPPORT STAFF V	\$143.00	Interior Designer	\$166.00	Interior Designer	\$264.00
SUPPORT STAFF VI	\$154.00	Landscape Architect	\$179.00	Landscape Architect	\$285.00
PROFESSIONAL LEVEL I		Mechanical Engineer	\$211.00	Mechanical Engineer	\$343.00
Architect	\$151.00	Structural Engineer	\$219.00	Structural Engineer	\$329.00
Civil Engineer	\$165.00	Survey Tech	\$170.00	Professional Land Surveyor	\$266.00
Electrical Engineer	\$168.00	Other Professional	\$163.00	Other Professional	\$259.00
Interior Designer	\$144.00	PROFESSIONAL LEVEL IV		PROFESSIONAL LEVEL VII	
Landscape Architect	\$144.00	Architect	\$226.00	Architect	\$392.00
Mechanical Engineer	\$158.00	Civil Engineer	\$265.00	Civil Engineer	\$410.00
Structural Engineer	\$158.00	Electrical Engineer	\$260.00	Electrical Engineer	\$410.00
Survey Tech	\$134.00	Interior Designer	\$181.00	Interior Designer	\$295.00
Other Professional	\$141.00	Landscape Architect	\$194.00	Landscape Architect	\$392.00
		Mechanical Engineer	\$248.00	Mechanical Engineer	\$392.00
PROFESSIONAL LEVEL II		Structural Engineer	\$253.00	Structural Engineer	\$410.00
Architect	\$163.00	Survey Tech	\$207.00	Professional Land Surveyor	\$319.00
Civil Engineer	\$184.00	Other Professional	\$193.00	Other Professional	\$392.00
Electrical Engineer	\$190.00	PROFESSIONAL LEVEL V			
Interior Designer	\$151.00	Architect	\$275.00		
Landscape Architect	\$151.00	Civil Engineer	\$319.00		
Mechanical Engineer	\$181.00	Electrical Engineer	\$317.00		
Structural Engineer	\$179.00	Interior Designer	\$218.00		
Survey Tech	\$146.00	Landscape Architect	\$236.00		
Other Professional	\$148.00	Mechanical Engineer	\$302.00		
		Structural Engineer	\$305.00		
		Professional Land Surveyor	\$240.00		
		Other Professional	\$215.00		

Expenses: Reimbursement for expenses as listed, but not limited to, incurred in connection with services, will be at cost plus 15 percent for items such as:

1. Maps, photographs, postage, phone, reproductions, printing, equipment rental, and special supplies related to the services.
2. Consultants, soils engineers, surveyors, contractors, and other outside services.
3. Rented vehicles, local public transportation and taxis, road toll fees, travel, and subsistence.
4. Special or job-specific fees, insurance, permits, and licenses applicable to work services.
5. Mileage at IRS-approved rate.

Rate for professional staff for legal proceedings or as expert witnesses will be a rate one-and-a-half times these Hourly Rates. Excise and gross receipt taxes, if any, will be added as an expense.

Foregoing Schedule of Charges is incorporated into the Agreement for Services provided, effective January 1, 2024 through December 31, 2024. After December 31, 2024, invoices will reflect the Schedule of Charges currently in effect.