

DESIGN PROPOSAL

Knight Erosion Control, Inc.

10751 Tube Drive
Hurst, TX, 76053
Office: 817/640-4442
www.kecinc.net
[TBPE No. F-23137](#)

Date: March 22, 2024
Proposal No. Design Only Proposal

HUB No. 1752354978400
Certified By: NCTRCA MBE/WBE/SBE
Certification No. WFWB69820N0323

Proposal Submitted To:

Town of Prosper

Attn: Kurt Beilharz- *Parks Department*
250 West First Street
Prosper, TX, 75078
972/743-9697
Email: KBeilharz@prospertx.gov

Work Performed At:

Site Locations: Windsong Mountain Bike & Frontier Park Fishing Pond
Project Location:
Windsong Mtn Bike-33°13'45"N 96°53'2"W
Frontier Park-33°15'35.53"N 96°48'31.83"W
Scope: Provide the Town of Prosper with Construction drawings for both, Windsong Mountain Bike Trail and Frontier Park Fishing Pond Embankment Reinforcement Designs.

Mr. Beilharz,

Knight Erosion Control, Inc. dba Knight Engineering & Construction, Inc. appreciates the opportunity to work with you and to provide a quotation for the following scope of work, complete and in place, for your consideration. This quote was prepared in accordance with the site visits on (5/10/23 & 11/16/23), and a site visit on (5/10/23), or made available to us and is subject to the Notes as well as our General Conditions.

Proposed:

We hereby propose to provide a Retaining Wall Design to *The Town of Prosper* for both Windsong Mountain Bike Trail-Bridge Retaining Wall, and Frontier Park Fishing Pond- West-side.

KEC Design- Lump Sum Rates

• Civil Design	\$ 8,100.00
• Structural Design	\$ 7,500.00
• Flood Study <i>(If Required)</i>	\$ 11,400.00
• Erosion Control Plan, with Permits	\$ 2,280.00
• Topo Survey and Construction Staking of Walls	\$ 10,560.00
• Geotechnical Data Reports with borings	\$ 8,400.00
TOTAL	\$ 48,240.00

KEC to Provide:

1. Civil Design of Rrap Wall to include.
 - a. Cover Page
 - b. Rrap Wall Grading Plan
 - c. Access & Staging area location
 - d. Cut/Fill Calculations for the proposed wall.
 - e. Erosion Control Plan
 - f. Erosion Control Detail
 - g. Flood Study (If Required)
 - i. KEC to provide an electronic (PDF) file of the flood study report along with the supporting exhibits and models (*If Required*).
2. Structural Design of the Rrap Wall to include.
 - a. Cross section Design
 - b. Factors of Safety
 - c. Global Stability
 - d. Plan & Profile Design
3. The proposal Unit Quantities for Contract Rates, per the City of Garland- 2021 Term Mitigation Contract

Specific Design Exclusions:

1. The proposal does not include the cost of construction.
2. The proposal does not include permits for wall construction. All necessary permits are to be provided by others before construction.
3. The proposal does not include any reproduction fees or review fees.
4. This proposal does not include any submittals to FEMA.

General Terms and Conditions:

1. KEC has provided pricing based on current market conditions. No escalations or contingencies have been included for future labor, equipment, or material increases.
 - a. If a project is planned for a future year, then add 7.5% increase to project total, per year to cover inflation escalators.
2. Our safety practices meet OSHA regulations recommended safety procedures.
3. This proposal is contingent upon the understanding that there are no conflicts with any underground or overhead lines, wires, pipes, structures, or easements with the work as proposed. All locations of utilities and/or conflicts shall be by others.
4. **Basis of Compensation-** Knight Engineering and Construction shall prepare invoices in accordance with its standard invoicing practices. Invoices shall be submitted on a monthly basis and are due and payable within 30 days of receipt. Professional Services shall be billed monthly and based upon a percent complete for lump sum tasks or the agreed upon rates for the Project.
5. **Standard of Care-** The standard of care for all professional engineering and related services performed or furnished by Knight Erosion Control, Inc dba Knight Engineering and Construction under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Knight Engineering and Construction makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Knight Engineering and Construction.
6. **Compliance with Laws and Regulations-** Both Client and Knight Erosion Control, Inc dba Knight Engineering and Construction shall comply with applicable Laws and Regulations. KEC shall comply with any and all policies, procedures, and instructions of Client that as applicable to Knight Engineering and Construction performance of services under this Agreement and that Client provides to Knight Engineering and Construction in writing, subject to the Standard of Care set forth in Section IX and to the extent compliance is not inconsistent with professional practice requirements.
7. **Certification, Guarantees, and Warranties-** Knight Engineering and Construction shall not be required to sign any document, no matter by whom requested, that would result in Knight Engineering and Construction having to certify, guarantee, or warrant the existence of conditions whose existence Knight

Engineering and Construction cannot ascertain. Client agrees not to make resolution of any dispute with Knight Engineering and Construction or payment of any amount due to Knight Engineering and Construction in any way contingent upon Knight Engineering and Construction signing any such document.

8. **Termination of Agreement-** It is understood that this Agreement may be cancelled at any time by the Client or by Knight Engineering and Construction any payment shall be due based on the method of computation in Section IV (4) only on Work performed or expenses incurred to date of cancellation.
9. Proposal may be withdrawn by KEC, if not accepted within 90 days.

Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Workers' Compensation and Public Liability Insurance on above work will be supplied by **KNIGHT ENGINEERING AND CONSTRUCTION.**

Respectfully submitted by **KNIGHT EROSION CONTROL, INC.**

Db Knight Engineering and Construction

Per *Russell Hergesell*

Russell Hergesell- *Vice President of Sales*

TBPE No. F-23137

CLIENT
Agreed & Accepted

By: _____

Name: _____

Title: _____

Date: _____

