

CONTRACT AMENDMENT #2
BETWEEN THE TOWN OF PROSPER, TEXAS, AND GARVER, LLC
FOR THE COLEMAN STREET RECONSTRUCTION AND WIDENING PROJECT
PRJ # 2141-ST COLEMAN STREET RECONSTRUCTION AND WIDENING – FROM GORGEOUS ROAD TO
PROSPER TRAIL
PRJ # 2142-ST COLEMAN STREET WIDENING – FROM PROSPER TRAIL TO TALON LANE/AMBERLY LANE

This Contract Amendment for Professional Engineering 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 **GARVER, 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 to **Coleman Street Reconstruction and Widening – from Gorgeous Road to Prosper Trail (PRJ# 2141-ST)** and **Coleman Street Widening – from Prosper Trail to Talon Lane/Amberly Lane (PRJ# 2142-ST)**, hereinafter called “Project”; and

WHEREAS, the Parties previously entered into an professional services agreement regarding the Project on or about February 22nd, 2022, in the amount of Eight Hundred Sixty One Thousand Four Hundred Twenty Dollars and Fifty Cents (\$861,420.50), Contract Amendment No. 1 for an additional Thirteen Thousand Four Hundred Forty Dollars (\$13,440.00) and approved on or about May 29, 2024 for a total contract amount of Eight Hundred Seventy Four Thousand Eight Hundred Sixty Dollars and Fifty Cents (\$874,860.50), 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:

1. Provide right-of-way acquisition and relocation services in conjunction with the widening of Coleman Street in conjunction with the Town of Prosper. (See Attachment A)

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 A2 – 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, A1, and A2.”

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 Fifty Seven Thousand Two Hundred Fifty Dollars (\$257,250.00)** for the additional services as set forth and described in **Exhibit B2 – 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, B1, and B2.”

3. **Revised Compensation for Consultant's Services.** Paragraph 4 of the Original Agreement is hereby amended to increase Consultant's total compensation by deleting **“Eight Hundred Seventy Four Thousand Eight Hundred Sixty Dollars and Fifty Cents (\$874,860.50)”** and replacing it with: **One Million One Hundred**

Thirty Two Thousand One Hundred Ten Dollars and Fifty Cents (\$1,132,110.50).

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 _____, **2024**.

GARVER, LLC

TOWN OF PROSPER, TEXAS

By: Wendy G. Travis

By: _____
Signature

Wendy G. Travis
Printed Name

Mario Canizares
Printed Name

Vice President
Title

Town Manager
Title

6/3/2024
Date

Date

**EXHIBIT A2
SCOPE OF SERVICES**

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I. PROJECT DESCRIPTION

1. Provide right-of-way acquisition and relocation services in conjunction with the widening of Coleman Street in conjunction with the Town of Prosper. (See Attachment A)

II. TASK SUMMARY

Task 9 –ROW Acquisition and Relocation Services. Property Acquisition Services, LLC to provide services as outlined in Attachment A.

Task 9 – ROW Coordination. Coordination as needed between Garver, LLC and Property Acquisition Services, LLC

III. DELIVERABLES

Task 9 – ROW Acquisition and Relocation Services Refer to Attachment A.

Task 9 – ROW Coordination N/A.

**EXHIBIT B2
COMPENSATION SCHEDULE**

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I. COMPENSATION SCHEDULE

Task	Completion Schedule	Compensation Schedule
Notice-to-Proceed	July 2024	
<u>Task 9 –ROW Acquisition and Relocation Services</u>	June 2025	\$245,000
<u>Task 9 – ROW Coordination</u>	June 2025	\$12,250
Total Compensation		\$257,250

II. COMPENSATION SUMMARY

Basic Services (Lump Sum)	Amount
<u>None</u>	\$0,000
Total Basic Services:	\$0,000

Special Services (Hourly Not-to-Exceed)	Amount
<u>Task 9 –ROW Acquisition and Relocation Services</u>	\$245,000
<u>Task 9 – ROW Coordination</u>	\$12,250
Total Special Services:	\$257,250

Direct Expenses	Amount
<u>None</u>	\$0,000
Total Direct Expenses:	\$0,000



Attachment A

Right-of-Way
And
Acquisition Services
Proposal

For

Garver

Coleman Street Widening Project
Town of Prosper

Property Acquisition Services, LLC
12770 Coit Road, Suite 830
Dallas, TX 75251
972-490-3700 office
972-490-3719 fax



May 24, 2024

Mr. Jake Bennett, P.E., CFM
Garver
3010 Gaylord Parkway, Suite 190
Frisco, Texas 75034

Re: Proposal to provide right-of-way acquisition and relocation services in conjunction with the widening of Coleman Street in conjunction with the Town of Prosper.

Dear Mr. Bennett:

Property Acquisition Services, LLC. (PAS) hereby submits this proposal per your request for the purpose of providing right-of-way acquisition and relocation services to the Town of Prosper under the terms of a Professional Services Agreement. In conjunction with the Coleman Street fee/easement acquisition, PAS submits the following pricing:

PER PARCEL FEE ACQUISITION w/ TCE/Drainage/Street Easement

Acquisition of 24 parcels @ \$5,500.00/parcel	\$132,000.00
• Scope of Service Section 4, 6 & 8	
Relocation Services: 1 parcels @ \$6,000.00/parcel	\$ 6,000.00
• Scope of Service Section 7	

TITLE/APPRAISAL PER PARCEL FEE

Title Service Costs of 24 parcels @ \$1,000.00/parcel (Initial Title commitments and curing title)	\$ 24,000.00
• Scope of Services Section 2	
Appraisal Services of 24 parcels @ \$2,500.00 ⁱ /parcel	\$ 60,000.00
• Scope of Services Section 3	

HOURLY BILLING

Condemnation/Eminent Support: 100 hours @ Hourly Rate	\$ 8,000.00
• Section 5	
Project Management: 100 hours @ Hourly Rate	<u>\$ 15,000.00</u>
Section 1 & 9	

Total Cost of Acquisition \$ 245,000.00



Additional Services Not included in the proposal:

1. Closing costs that will be comprised of the Abstract Fee, Escrow Fee, Recording Fee and the Policy Premium will be invoiced on the settlement statement from the title company and included in the funding request for each parcel. These fees are all based of the amount of the closing and will vary per parcel.
2. If we are not successful in acquiring by deed and condemnation proceedings are necessary any expert witness/testimony, attorney fees, filing fees or any updated appraisal fees will be additional and invoiced separately.
3. If any parcels require relocation benefits to be paid to owners/tenants these funds will be requested separately from the acquisition payments of the project.

All parcels will be billed as follows:

Acquisition Fee Billing

Initial Offer	50% per parcel price
Submission of signed Deed/ Easement or Final Offer Letter	40% per parcel price
Closing Package or Submission of Condemnation Package	10% per parcel price

Relocation Fee Billing

Delivery of 90 Day Notice	50% per parcel price
Submission of First Payment Submission	40% per parcel price
Closing of File	10% per parcel price

Appraisal

Delivery of approved Appraisal	100% per parcel price
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Title Services

Obtain Title Commitment	50% per parcel price
Title Policy in the Town of Prosper Name	50% per parcel price

Hourly Billing

Sr. Project Manager.....	\$150.00/hr
Right of Way Agent.....	\$115.00/hr
Eminent Domain Specialist.....	\$80.00/hr
Clerical.....	\$60.00/hr

Thank you for allowing PAS the opportunity to submit this proposal to assist you with your right of way needs. Please contact us at (972) 490-3700 if we can answer any questions or be of further assistance.

Sincerely,

Thomas Walden

SCOPE OF SERVICES

1. Pre-Negotiation
 - a. Contact Property Owners
 1. Verify the owner's information and obtain preliminary information.
 - b. Informal Notice to Owners
 1. Mail information letter and Bill of Rights to all property owners.
2. Title/Title Abstract
 - a. Open Title Commitment/Limited Title Certificate
 1. Send metes and bounds to Title Company, or research property owner information on the County Appraisal District.
 - b. Receive & Review Title Commitment/Limited Title Certificate
 1. Make copies of commitments and all documents and create a file system.
 2. Review ownership, Schedule B, and Schedule C items.
 - c. Submit Title Commitment/Limited Title Certificate to Client and appraiser.
 - d. Agents will work to cure title concerns listed on Schedule C of the title commitment to allow for closing at a local title company.
3. Appraisal/Property Valuation
 - a. Order Appraisal
 1. Send metes and bounds and parcel sketches to appraiser to begin the appraisal process. Appraiser will send out certified contact letter and begin the appraisal process. Appraiser will afford all owners the right to meet on site during inspection. ROW agents will accompany the appraiser at initial meetings during site inspections.
 - b. Review Appraisal and Send to Client
 1. Preliminary review of appraisal and enter information into project database.
 - c. Client Approval of appraisal/property valuation
4. Negotiation
 - a. Written Offer
 1. Review the ROW-A-10 and appraisal, prepare offer and present offer along with appraisal, acquisition booklet and 90-day notice.
 - b. Negotiations, Contact , and Reports
 1. Meet with property owners over the days to discuss concerns, review information supplied by owners and review the right of way maps and schematics if necessary.
 2. Prepare negotiator logs and maintain files on the acquisition process and progress, documenting all pertinent information.

- c. Receive Counter Offer
 - 1. Review contents of counter for correct information; prepare Client forms for counter offer outlining Town's offer and property owner's request.
- d. Submit Counter Offer to Client for review
 - 1. Send packet to Client requesting review of the counter offer information.
 - 2. Client will review the information provided, including a recommendation from the provider, to determine the result of the counter offer.
- e. Receive and Send out Counter Denial Letter
 - 1. Once the counter has been denied from Client, prepare the denial of counter offer letter, along with final offer letter and deliver to owner.
- f. Final Offer
 - 1. During the 14 days of waiting for the final offer to expire, start gathering information needed to proceed to condemnation.
- 5. Condemnation
 - a. Assist the Town of Prosper's attorney as requested
- 6. Funding
 - a. Request Updated Title
 - b. Submit signed document and required information to Client for submission of check request for the deed parcel.
 - 1. Cure all title and encumbrances affecting title to property.
 - c. Attend closing on behalf of the Client at a title company or conduct a field closing.
- 7. Relocation
 - a. Perform initial interview with owner/tenants to research the needs for each business affected by the acquisition
 - b. Explain Relocation Benefits Package and Coordinate Move
 - 1. Meet with the owner/tenants and discuss the benefits they are eligible to receive.
 - c. 90-Day Notice to Displacee
 - 1. Prepare 90 Day Notice and send to owner/tenants affected by the whole acquisition along with the relocation booklet.
 - d. Issue 30-day notice
 - 1. Once the property is acquired, it is the relocation agent's responsibility to notify the owner/tenant on the parcel.
 - 2. The agent will prepare and send a 30-day notice to vacate the displacement property to each of the owner/tenants.
 - 3. The relocation agent will also confirm that the owner/tenant has also been issued a 30-day notice, through the acquisition department.
 - 4. Once the 30-day has been issued the owner/tenant will start finalizing their plans for moving and the agent will be responsible for monitoring each individual owner/tenant move.

- e. Moving and Monitoring the Move
 - 1. Obtained moving estimates on moving the personality of each owner/tenant.
 - 2. Monitor each move under the circumstance which the owner/tenant chooses to move, whether it is Actual Cost move or Negotiated Self Move.
 - 3. Receive and verify Reestablishment expenses for each of the owner/tenants. Submit the expenses for reimbursement.
- f. Submit Vacate Form to Client
 - 1. Verify vacancy and send the proper form to client on each of the owner/tenants and the owner when they have each individually vacated the parcel.
- g. Process Moving Reimbursement
 - 1. Agent will process the paperwork necessary to reimburse the owner/tenants for any moving and reestablishment benefits they are entitled to.
 - 2. Once the checks are received from the Client, a separate agent not affiliated with this parcel will deliver the check to the displacee and get a receipt signed for delivery of the check.
- h. Deliver the check receipt to Client
 - 1. Submit closing package to the Client.
- 8. Closing Service
 - a. Compile all documents and submit closing package to the Client
 - 1. Review all files, compile all documentation and present the final file to the Client.
- 9. Project Management
 - a. Create a cost analysis for proposed right of way parcels based on the CAD tax rolls
 - 1. Compile data and create a spreadsheet to establish a cost basis for the proposed right of way.
 - b. Build database to track project
 - c. Create working files for each parcel
 - d. Attend status meetings

ⁱ Appraisal fee is based on an average of different property types. The appraiser has agreed to hold the fees the same for all parcels if awarded the project.