

**CONTRACT AMENDMENT #2
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 previously amended the professional services agreement regarding the Project on or about September 26, 2023, to add scope of services and additional compensation in the amount of two hundred and sixty-one thousand, two hundred and fifty dollars (\$261,250), hereinafter called the "Amendment #1";

WHEREAS, the Parties now desire to amend the Original Agreement plus Amendment #1 to increase the scope of services and compensation provided to include multi-use field irrigation design, construction administration, two separate bid packages, and preparation of an electrical easement.

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 sixty-one thousand dollars (\$61,000) 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 plus Amendment #1 is hereby amended with the addition of this Amendment #2 to increase Consultant's total compensation by deleting one million, three hundred fifty-two thousand, eight hundred and fifty dollars (\$1,352,850) and replacing it with one million, four hundred thirteen thousand, eight hundred and fifty dollars (\$1,413,850).

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

TOWN OF PROSPER, TEXAS

By: _____
Signature

Philip Neeley _____
Printed Name

Senior Engagement Manager _____
Title

August 02, 2024 _____
Date

By: _____
Signature

Mario Canizares _____
Printed Name

Town Manager _____
Title

Date

**EXHIBIT A1
SCOPE OF SERVICES**

**CONTRACT AMENDMENT #2
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FOR THE FIRST & COIT COMMUNITY PARK (RAYMOND COMMUNITY PARK) PHASE 1 PROJECT 2122-PK**

I. PROJECT DESCRIPTION

Design and plan development for Multi-Use field irrigation, additional construction administration services, preparation of two separate bid packages, and preparation of electrical easement.

II. TASK SUMMARY

Task 1 – Multi-Use Field Irrigation: The Multi-Use Field irrigation (sheets L5.01-L5.06; L5.08-L5.09, for a total of 9 sheets) was noted for temporary irrigation. At the request of the Town, Dunaway is now designing a full irrigation system that will be connected into the overall system.

Task 2 – Construction Administration: Additional weekly construction meetings (anticipating 52 additional weekly meetings to join). 38 virtual meetings and 14 in person meetings, and other meetings as normally and reasonably required to provide Construction Administration Services as shown in Exhibit C1 – GMP # 2 Project Schedule.

Task 3 – Bid Packages / Bid Phase: Coordination and preparation of two separate bid packages (plans, specifications, coordination with bid forms, etc.) and administrative tasks associated with these efforts for the CMAR to use in the bidding of two packages.

Task 4 – Electrical Easement: Prepare and document the easement associated with the main electrical service.

III. DELIVERABLES

Task 1 – Multi-Use Field Irrigation
Final construction documents

Task 2 – Construction Administration
Attend 52 additional weekly meetings (38 virtual & 14 in person) , and other meetings as normally and reasonably required to provide Construction Administration Services as shown in Exhibit C1 – GMP # 2 Project Schedule

Task 3 – Bid Packages / Bid Phase
Coordination and preparation of two separate bid packages

Task 4 – Electrical Easement:
Prepare final electrical easement

**EXHIBIT B1
COMPENSATION SCHEDULE**

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FOR THE FIRST & COIT COMMUNITY PARK (RAYMOND COMMUNITY PARK) PHASE 1 PROJECT 2122-PK**

I. COMPENSATION SCHEDULE

Task	Completion Schedule	Compensation Schedule
Notice-to-Proceed	Month Year	
<u>Task 1 – Multi-Use Field Irrigation</u>	August 2024	\$9,000
<u>Task 2 – Construction Administration</u>	August 2022	\$18,000
<u>Task 3 – Bid Packages / Bid Phase</u>	August 2024	\$30,000
<u>Task 4 – Electrical Easement</u>	August 2024	\$4,000
Total Compensation		\$61,000

II. COMPENSATION SUMMARY

Basic Services (Lump Sum)	Amount
<u>Task 1 – Multi-Use Field Irrigation</u>	\$9,000
<u>Task 2 – Construction Administration</u>	\$18,000
<u>Task 3 – Bid Packages / Bid Phase</u>	\$30,000
Total Basic Services:	\$57,000

Special Services (Hourly Not-to-Exceed)	Amount
Task 4 – Electrical Easement	\$4,000
Total Special Services:	\$4,000

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