

**CONTRACT AMENDMENT #1
BETWEEN THE TOWN OF PROSPER, TEXAS, AND TRANSYSTEMS CORPORATION
FOR THE US 380 DECELERATION LANE MODIFICATIONS PROJECT (2302-ST)**

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 **TranSystems Corporation dba TranSystems Corporation Consultants**, 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 provide engineering services in connection with the **US 380 Deceleration Lanes Modification Project (2302-ST)**, hereinafter called "Project"; and

WHEREAS, the Parties previously entered into a professional engineering services agreement regarding the Project on or about November 7, 2022, in the amount of Twenty Four Thousand, Six Hundred Seventy Dollars (\$24,670.00), 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 include the redesign/adding proposed deceleration lanes approved by TxDOT and the Town of Prosper to the US 380 construction plans and estimating quantities for construction cost for proposed deceleration lanes (Phase II);

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 One Hundred Twenty Four Thousand, One Hundred Dollars (\$124,100.00) 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 is hereby amended to increase Consultant's total compensation by deleting "Twenty Four Thousand, Six Hundred Seventy Dollars (\$24,670.00)" and replacing it with "One Hundred Forty Eight Thousand, Seven Hundred Seventy Dollars (\$148,770.00)."

4. **Original Agreement.** All other provisions and terms of the Original Agreement and Contract Amendment No. 1 shall remain in full force an 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____.

**TRANSYSTEMS CORPORATION dba
TranSystems Corporation Consultants**

TOWN OF PROSPER, TEXAS

By: 
Signature

By: _____
Signature

Chad Gartner, P.E.
Printed Name

Mario Canizares
Printed Name

Senior Vice President
Title

Town Manager
Title

05-31-2023
Date

Date

**EXHIBIT A1
SCOPE OF SERVICES**

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I. PROJECT DESCRIPTION

The US 380 TxDOT project is in Denton County and includes 10.45 centerline miles of state highway improvements from US 377 to west of CR 26. The project work will include redesign and addition of proposed roadway deceleration lanes from FM 1385 to east of Legacy Drive. The project scope includes initial evaluation of deceleration lanes requested by the Town of Prosper (Phase I); and redesign/ adding proposed deceleration lanes approved by TxDOT and the Town of Prosper to the US 380 construction plans and estimating quantities and construction cost for proposed deceleration lanes (Phase II).

II. TASK SUMMARY

Task 3 – Phase II Project Management. Meet with the Town of Prosper and TxDOT staff to discuss redesign evaluation progress, pre-final submittal review comments, and final submittal deliverables (3 meetings assumed). Prepare and provide meeting notes as requested. Evaluate pre-final submittal review comments for resolution. (*Pre-final submittal review comments by the Town of Prosper and TxDOT assumed to only apply to plan revisions based on requested deceleration lane improvements.)

Task 4 – Phase II Redesign. Add deceleration lane improvements requested by the Town of Prosper to the US 380 construction plans. Prepare and provide plans (11x17 drawings) including quantity revisions and estimated construction costs of requested deceleration lanes. The Town of Prosper will prepare a list of franchise utilities impacted by the requested deceleration lanes based on the provided construction plans and coordinate any franchise utility relocations needed with TxDOT.

III. DELIVERABLES

Task 3 – Phase II Project Management	Three (3) PDF copy of meeting notes as requested One (1) Excel file of pre-final submittal review comments with resolution
Task 4 – Phase II Redesign	One (1) PDF copy of 11x17 revised drawings and quantity changes of requested deceleration lanes One (1) PDF copy of estimated construction costs of requested deceleration lanes

**EXHIBIT B1
COMPENSATION SCHEDULE**

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I. COMPENSATION SCHEDULE

Task	Completion Schedule	Compensation Schedule
Notice-to-Proceed	June 2023	
Task 3 – Phase II Project Management	June 2023	\$0
	July 2023	\$1,350
	August 2023	\$1,515
Task 4 – Phase II Redesign	June 2023	\$54,860
	July 2023	\$54,860
	August 2023	\$11,515
Total Compensation		\$124,100

II. COMPENSATION SUMMARY

Basic Services (Lump Sum)	Amount
Task 3 – Phase II Project Management	\$2,865
Task 4 – Phase II Redesign	\$121,135
Total Basic Services:	\$124,000

Special Services (Hourly Not-to-Exceed)	Amount
None	\$0
Total Special Services:	\$0

Direct Expenses	Amount
Mileage (Under Task 4)	\$100
Total Direct Expenses:	\$100