

**CONTRACT AMENDMENT #2**  
**BETWEEN THE TOWN OF PROSPER, TEXAS, AND FREESE AND NICHOLS, INC.**  
**FOR THE LOWER PRESSURE PLANE PUMP STATION AND PIPELINE PHASE 2**  
**PROJECT (1501-WA)**

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 **Freese and Nichols, Inc.**, a Texas corporation, 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.”

**W I T N E S S E T H:**

**WHEREAS**, the Town previously engaged the services of the Consultant to provide engineering services in connection with the **Lower Pressure Plane Pump Station and Pipeline Phase 2 (1501-WA)**, hereinafter called “Project”; and

**WHEREAS**, the Parties previously entered into an professional services agreement regarding the Project on or about August 13, 2019, in the amount of One Million Four Hundred Thirty Four Thousand Dollars (\$1,434,400), 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 easement acquisition services.

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 Seventy-Seven Thousand Nine Hundred Fifty Dollars (\$277,950) 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 “One Million Four Hundred Thirty Four Thousand Four Hundred Dollars (\$1,434,400)” and replacing it with “One Million Seven Hundred Thirty-Four Thousand Seven Hundred Fifty Dollars (\$1,734,750).”

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.

**Freese and Nichols, Inc.**

**TOWN OF PROSPER, TEXAS**

By: Clayton C Barnard  
Signature

By: \_\_\_\_\_  
Signature

Clayton Barnard  
Printed Name

Mario Canizares  
Printed Name

Principal/ Vice President  
Title

Town Manager  
Title

April 17, 2024  
Date

\_\_\_\_\_  
Date

**EXHIBIT A2  
SCOPE OF SERVICES**

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**I. PROJECT DESCRIPTION**

The initial alignment for the remaining section of the Lower Pressure Plane transmission line was proposed to head south from the pump station to US Hwy 380 and follow US Hwy 380 west to Coit Rd. This alignment was revised to head west out of the pump station across private property, along and within the buffer zone of the NRCS dam, to Lakewood Rd and then to follow future Richland Blvd to Coit Rd within a utility easement. The location of the alignment within the buffer zone of the dam requires coordination and permitting from the Collin County Soil Water Conservation District.

The revised alignment developed went through the design stages and progressed to a Final Design that was submitted on September 5, 2023. This alignment was complete with easement documents generated for the alignment. Following submittal of the prefinal plans, the majority of the alignment has been revised based on coordination with the property owners. The alignment within the Prosper ISD property no longer parallels Lakewood Rd, but now travels along the east and north property lines. The remaining sections to the east have all been adjusted to be placed within proposed right-of-way for Richland Blvd. This had required additional coordination with the existing infrastructure already in place and the proposed improvements within development. This amendment captures effort previously expended for alignment changes as well as effort to complete the design and update easement documents.

In addition to the pipeline design modification, additional effort is necessary to within the construction phase services based on the extended construction duration of the project. The initial scope provided construction phase services over an 18<sup>th</sup> month duration, Delays within equipment manufacturing within the pump station and the pipeline construction have extended the construction duration for an additional 12 months. The amendment captures the effort to continue construction phase services through the duration of construction.

**II. TASK SUMMARY**

**BASIC SERVICES**

**Task 3 – Final Design - Transmission Pipeline (Phase 2)**

Development of 90% and Final plans based on the revised alignment in accordance with the original Agreement. The revised plans will include the data collection and incorporation of the existing and proposed roadway and development along Richland Blvd. This effort includes the evaluation and coordination with property owners on the location of the easement and pipeline within the properties and proposed Richland Blvd.

Task 5 – Construction Phase Services

Provide additional construction representation as described in the Construction Phase services within the Agreement for an additional 12 months due to the construction schedule exceeding the contractual duration.

**SPECIAL SERVICES**

Task 7 – Easements Documents

Revisions to eight easement documents based on the revised alignment.

Task 9 – Environmental Services

Conduct a second site visit based on the revised alignment and update the Environmental Section 404 Permitting Memorandum based on the updated findings in the field.

**III. DELIVERABLES**

<u>Task 3 – Final Design – Transmission Pipeline (Phase 2)</u>	Bid Set Plans and Specifications
<u>Task 5 – Construction Phase</u>	Proposed Contract Modifications for requested changes and evaluation of proposals.
<u>Task 7 – Easement Documents</u>	Revised easement documents.
<u>Task 9 – Environmental Services</u>	Revised Environmental Permitting Memorandum

**EXHIBIT B2  
COMPENSATION SCHEDULE**

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**I. COMPENSATION SCHEDULE**

Task	Completion Schedule	Compensation Schedule
Notice-to-Proceed	September 2023	
<u>Task 3 – Final Design – Transmission Pipeline (Phase 2)</u>	February 2024	\$174,600
<u>Task 5 – Construction Phase</u>	February 2025	\$89,200
<u>Task 7 – Easement Documents</u>	January 2024	\$6,900
<u>Task 9 – Environmental Services</u>	January 2024	\$7,250
<b>Total Compensation</b>		<b>\$277,950</b>

**II. COMPENSATION SUMMARY**

Basic Services (Lump Sum)	Amount
<u>Task 3 – Final Design – Transmission Pipeline (Phase 2)</u>	\$174,600
<u>Task 5 – Construction Phase</u>	\$89,200
<b>Total Basic Services:</b>	<b>\$263,800</b>

Special Services (Hourly Not-to-Exceed)	Amount
<u>Task 7 – Easement Documents</u>	\$6,900
<u>Task 9 – Environmental Services</u>	\$7,250
<b>Total Special Services:</b>	<b>\$14,150</b>

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

<b>Basic Services Compensation Schedule</b>	<b>Original Contract</b>	<b>Amendment No. 1</b>	<b>Amendment No. 2</b>	<b>Total Contract</b>
Task 1 – Preliminary Design Report	\$151,200	-	-	\$151,200
Task 2 – Final Design - LPP PS	\$683,600	-	-	\$683,600
Task 3 – Final Design - Transmission Pipeline (Phase 2)	\$147,900	-	\$174,600	\$322,500
Task 4 – Bid Phase	\$46,900	-	-	\$46,900
Task 5 – Construction Phase	\$193,400	-	\$89,200	\$282,600
<b>Total Basic Services</b>	<b>\$1,223,000</b>	<b>-</b>	<b>\$263,800</b>	<b>\$1,486,800</b>

<b>Special Services Compensation Schedule</b>	<b>Original Contract</b>	<b>Amendment No. 1</b>	<b>Amendment No. 2</b>	<b>Total Contract</b>
Task 6 – Topographical Survey	\$94,700	-	-	\$94,700
Task 7 – Easement Documents	\$34,100	-	\$6,900	\$41,000
Task 8 – Subsurface Utility Engineering	\$20,300	-	-	\$20,300
Task 9 – Environmental Services	\$13,300	\$22,400	\$7,250	\$42,950
Task 10 – Geotechnical Engineering	\$49,000	-	-	\$49,000
<b>Total Special Services</b>	<b>\$211,400</b>	<b>\$22,400</b>	<b>\$14,150</b>	<b>\$247,950</b>

<b>Total Compensation Schedule</b>	<b>Original Contract</b>	<b>Amendment No. 1</b>	<b>Amendment No. 2</b>	<b>Total Contract</b>
	<b>\$1,434,400</b>	<b>\$22,400</b>	<b>\$277,950</b>	<b>\$1,734,750</b>