

**CONTRACT AMENDMENT #2**  
**BETWEEN THE TOWN OF PROSPER, TEXAS, AND FREESE AND NICHOLS, INC.**  
**FOR THE CUSTER ROAD PIPELINE AND METER VAULT RELOCATIONS PROJECT**

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 **Custer Road Pipeline and Meter Vault Relocations**, hereinafter called "Project"; and

**WHEREAS**, the Parties previously entered into an professional services agreement regarding the Project on or about November 13, 2018, in the amount of Two Hundred Ninety Thousand Three Hundred Twenty-Five Dollars (\$290,325), 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 Forty-Seven Thousand Four Hundred Fifty Dollars (\$47,450) 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 "Two Hundred Ninety Thousand Three Hundred Twenty-Five Dollars (\$290,325)" and replacing it with "Four hundred Six Thousand Six Hundred Seventy-Five Dollars (\$406,675)."

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 \_\_\_\_\_, 2023.

**Freese and Nichols, Inc.**

**TOWN OF PROSPER, TEXAS**

By: Clayton C Barnard  
Signature

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

Clayton Barnard  
Printed Name

Bob Scott  
Printed Name

Principal/ Vice President  
Title

Interim Town Manager  
Title

February 3, 2023  
Date

\_\_\_\_\_  
Date

**EXHIBIT A2  
SCOPE OF SERVICES**

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**I. PROJECT DESCRIPTION**

Provide additional construction representative as described in the Construction Phase services within the Agreement for an additional 9 months due to construction schedule exceeding the contractual duration.

**II. TASK SUMMARY**

**BASIC SERVICES**

**Task 1 – Additional Construction Phase Representation**

1. Maintain project documentation system consistent with the requirements of the construction contract documents. Monitor the processing of contractor's submittals and provide for filing and retrieval of project documentation. Review contractor's submittals including requests for information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract documents for the projects.
2. Based on Consultant's observations as an experienced and qualified design professional and review of the Payment Requests and supporting documentation submitted by Contractor, determine the amount that Consultant recommends Contractor be paid on monthly and final estimates, pursuant to the General Conditions of the Construction Contract.
3. Make one visit per month for the additional 9-month construction duration to the project site to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. In this effort Consultant will endeavor to protect the Town against defects and deficiencies in the work of Contractors and will report any observed deficiencies to the Town.
4. Notify the contractor of non-conforming work observed on site visits. Review quality related documents provided by the contractor such as test reports, equipment installation reports or other documentation required by the Construction contract documents.
5. Establish procedures for administering constructive changes to the construction contracts. Process contract modifications and negotiate with the contractor on behalf of the Town to determine the cost and time impacts of these changes. Prepare change order documentation for approved changes for execution by the Town. Documentation of field orders, where cost to Town is not impacted, will also be prepared. Investigations, analyses, studies or design for substitutions of equipment or materials, corrections of defective or deficient work of the contractor or other deviations from the construction contract documents requested by the contractor and approved by the Town are an additional service.

6. Prepare documentation for contract modifications required to implement modifications in the design of the project. Receive and evaluate notices of contractor claims and make recommendations to the Town on the merit and value of the claim on the basis of information submitted by the contractor or available in project documentation. Endeavor to negotiate a settlement value with the Contractor on behalf of the Town if appropriate. Providing these services to review or evaluate construction contractor(s) claim(s), supported by causes not within the control of Consultant are an Additional Service.

### **III. DELIVERABLES**

<u>Task 1 – Additional Construction Phase Representation</u>	Continue to provide general construction representative services throughout the construction of the project.
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**EXHIBIT B2  
COMPENSATION SCHEDULE**

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**I. COMPENSATION SCHEDULE**

<b>Task</b>	<b>Completion Schedule</b>	<b>Compensation Schedule</b>
Notice-to-Proceed	February 2021	
<u>Task 1 – Additional Construction Phase Representation</u>	October 2021	\$19,500
<b>Total Compensation</b>		<b>\$19,500</b>

**II. COMPENSATION SUMMARY**

<b>Basic Services (Lump Sum)</b>	<b>Amount</b>
<u>Task 1 – Additional Construction Phase Representation</u>	\$19,500
<b>Total Basic Services:</b>	<b>\$19,500</b>

<b>Special Services (Hourly Not-to-Exceed)</b>	<b>Amount</b>
None	\$0,000
<b>Total Special Services:</b>	<b>\$0,000</b>

<b>Direct Expenses</b>	<b>Amount</b>
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 – General & Preliminary Design	\$29,525	-	-	\$29,525
Task 2 – Final Design	\$153,250	\$68,900	-	\$222,150
Task 3 – Bid Phase	\$14,600	-	-	\$14,600
Task 4 – Construction Phase	\$51,950	-	\$47,450	\$99,400
<b>Total Basic Services</b>	<b>\$249,325</b>	<b>-</b>	<b>-</b>	<b>\$365,675</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 5 – Topographical Survey	\$8,650	-	-	\$8,650
Task 6 – Easement Documents	\$5,300	-	-	\$5,300
Task 7 – Subsurface Utility Engineering	\$5,050	-	-	\$5,050
Task 8 – Environmental Services	\$9,350	-	-	\$9,350
Task 9 – Geotechnical Engineering	\$12,650	-	-	\$12,650
<b>Total Special Services</b>	<b>\$41,000</b>	-	-	<b>\$41,000</b>