

**CONTRACT AMENDMENT #1
BETWEEN THE TOWN OF PROSPER, TEXAS, AND TNP, INC.
FOR THE IMPROVEMENTS TO FISHTRAP ROAD FROM STUBER ELEMENTARY to DNT
PROJECT (PRJ#2012-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 TNP, 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."

WITNESSETH:

WHEREAS, the Town previously engaged the services of the Consultant to obtain professional surveying and civil engineering services, hereinafter called "Project"; and

WHEREAS, the Parties previously entered into a professional services agreement regarding the Project on or about December 10, 2019 in the amount of Nine Hundred Thousand Dollars (\$900,000), 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 Level A & B Subsurface Utility Engineering services and Landscape and Irrigation design 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 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 Forty-Two Thousand Five Hundred Dollars (\$42,500) 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 "Nine Hundred Thousand Dollars (\$900,000)" and replacing it with "Nine Hundred Forty-Two Thousand Five Hundred Dollars (\$942,500)."

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____.

TNP, INC.

TOWN OF PROSPER, TEXAS

By: 
Signature

By: _____
Signature

Michael G. DeMotte, P.E.
Printed Name

Harlan Jefferson
Printed Name

Director of Engineering - Allen
Title

Town Manager
Title

11/17/2020
Date

Date

**EXHIBIT A1
SCOPE OF SERVICES**

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I. PROJECT DESCRIPTION

The Town desires to add landscape and irrigation design services for the project medians along Fishtrap Road between Stuber Elementary and DNT. Additionally, subsurface utility engineering (SUE) services are needed to locate existing infrastructure as noted below:

- Level A & B SUE: Consultant to locate the existing 30" Atmos gas line and the existing 36" sanitary sewer line that may be in conflict with the proposed roadway and bridge improvements. Level A SUE will be performed on the 30" high pressure Atmos gas line, which includes two (2) test holes to determine vertical and horizontal location as it crosses the proposed alignment of the roadway. Level B SUE will be performed on the existing 36" sanitary sewer line near the proposed west bridge crossing and two (2) Atmos gas lines (6" and 8") that cross the proposed roadway alignment near the proposed east bridge crossing.

- Landscape and Irrigation Design for Project Medians: Consultant will provide design and construction phase services for the landscape and irrigation improvements within the medians along the project corridor.

II. TASK SUMMARY

Task 1 – Level A/B SUE

The following represents the general understanding between the Town and Consultant regarding the basis and/or limitations under which these subsurface utility designating and/or locating services are provided:

1. These services will be conducted and provided in general compliance with CI/ASCE 38-02 (Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data). This standard establishes and defines four quality levels for data collection that are briefly described as:
 - Quality Level D (QL-"D") – Generally QL-"D" indicates information collected or derived from research of existing records and/or oral discussions.

 - Quality Level C (QL-"C") - Generally QL-"C" indicates information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating this information to QL-"D" information. Incorporates QL-"D" information. (Limited in this scope, this scope is to cover underground utility crossings)

 - Quality Level B (QL-"B") – Generally QL-"B", also known as "designating" indicates information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities. Quality level B data should be reproducible by surface geophysics at any point of their depiction. This information is surveyed to applicable tolerances defined by the project and reduced onto plan documents. Incorporates QL-"D" & QL-"C" information.

 - Quality Level A (QL-"A") - Generally QL-"A", also known as "locating", indicates the precise horizontal and vertical location of utilities obtained by the actual exposure (or verification of previously exposed and surveyed utilities) and subsequent measurement of subsurface utilities, at a specific point. Incorporates QL-"D" QL-"C" & QL-"B" information.

2. These services are for the purpose of aiding the design of the subject project by providing information related to subsurface utilities in order to allow potential utility conflicts to be minimized or eliminated.
3. The Consultant will provide services that meet the standard of care for existing subsurface utility location and mapping as established in CI/ASCE 38-02 by exercising due diligence with regard to records research and acquisition of utility information, including visually inspecting the work area for evidence of utilities and reviewing the available utility record information from the various utility owners. However, the Consultant makes no guarantee that all utilities can or will be identified and shown as there still may be utilities within the project area that are undetectable or unknown.
4. Facilities that are discovered through field investigative efforts by the Consultant but no plan records or ownership data can be identified will be hereafter referred to as "unknown" utilities. As part of these services, the Consultant will provide QL-C information in the project deliverables for all unknown utilities that may be identified in the field investigation of the project. Designating and/or locating unknown utilities will typically not be part of the initial scope of work but depending on the client's needs can be added as additional work to address concerns of the project impacts of "unknown" facilities.
5. Ground penetrating radar will not be used as a part of the field investigation of the project site unless that use has been specifically addressed with the scope of services described herein.
6. Test holes are very limited in size or diameter (typically 12 inches by 12 inches, or approximately 144 square inches). Given this limited size, some subsurface conditions may prevent the completion of test holes, including rock(s), groundwater, large roots, other utilities & structures, etc. Test hole attempts which cannot be completed due to site conditions will be documented and noted on the plans.
7. When test holes are used to locate utilities, the nominal pipe sizes of the targeted utility will be documented and reported by using field measurements of the outside diameter (OD) of the pipe (to the nearest inch). Based upon this field measured OD, the nominal pipe size will be determined using typical pipe wall thickness data and other available data including record information. Pipe diameters that are too large for measurement, encased or non-encased conduit duct banks and other concrete encased systems which cannot be adequately measured will be reported based upon the best available information.
8. The documented results produced by these services represent a professional opinion and interpretation based upon record information and/or field evidence. These results may be affected by a variety of existing site conditions, including soil content, depth of the utility, density of utility clusters, and electro-magnetic characteristics of the targeted utilities. Also, the lack of and/or poor condition of a trace wire for non-conductive materials such as PVC, HDPE, etc. in most cases will make the successful detection and location of the utility unlikely.
9. The Consultant will apply professional judgment to determine which utilities require additional field effort and/or methods to properly designate and/or locate, most commonly when record drawings are not available. In such cases, the Consultant will provide a recommendation or request for additional services to the Town. Among other methods, a detectable duct rodder or other conductor may be introduced into the line to enable the designation of the utility. This method is dependent upon approval by the utility owner, as well as access to, size and condition of the utility.
10. None of these services are intended to and should not be understood to relieve the Town or others from the responsibility to comply with the statutory requirements related to notifying the proper one-call system(s) in advance of any and all excavation, grading and/or construction within the project site.

Subsurface Utility Scope of Services:

The scope of subsurface utility designating and/or locating services for this project is described below. Survey services to tie utility crossing marks and/or identifiers placed during the subsurface utility designating and/or locating effort will be provided in this contract.

- a) Quality Level 'B' through 'D' Utility Information & Designation – Consultant will provide utility information, up to QL-“B”, for the existing 36” sanitary sewer line near the proposed west bridge crossing and two (2) Atmos gas lines (6” and 8”) that cross the proposed roadway alignment near the proposed east bridge crossing.

This work includes:

- a. Requesting utility records on all crossing utilities from the Town, public utilities and private utility companies known to provide service within the project area, as well as other sources, in an effort to develop a comprehensive inventory of utility systems likely to be encountered. Record documents may include construction plans, system diagrams, distribution maps, transmission maps, geographic information system data, as well as oral descriptions of the existing systems. The depiction of utilities from records (QL-“C” or “D”) will be based on thorough field and office activities and shall be based on the most reliable indication of position available.
 - b. Visible surface features and appurtenances of subsurface utilities found within the project site will also be evaluated. Using appropriate surface geophysical methods, Consultant will search for detectible indications of the location of anticipated subsurface utilities.
 - c. Marking all locations that can be validated, using paint, flags or other devices.
 - d. Preparing documentation of the utilities encountered and marked, including their general location, orientation, type & size, if known.
 - e. Level B/C/D- based on ASCE Standard 38-02 and shall include a PDF and 2d CADD file depicting the subsurface utilities designated signed and sealed by a Professional Engineer.
- b) Quality Level A Utility Test Holes – Consultant will excavate by air-vacuum or other minimally invasive methods up to 2 test holes on the 30” high pressure Atmos gas line in order to identify the exact horizontal & vertical locations. Unless specified otherwise in this scope, the location of the tests hole will be outside of any paved area. Also, if locating the end of casing is requested the cost will be based on an hourly charge based on the fee schedule below.

This work includes:

- a. Providing all necessary personnel, equipment, supplies, management and supervision needed for the test hole excavation, backfill and restoration.
- b. Coordinating with Town, property owner, and/or permitting authorities as needed, permission or rights-of-entry with help from the Town
- c. Contacting the appropriate one-call system to request utilities to be marked on-the-ground prior to beginning excavation of test hole.
- d. Providing and utilizing appropriate traffic control devices, as necessary, in conformance with the MUTCD, including any state or locally adopted supplements. (if closures or additional traffic control equipment is needed other than signs and cones additional direct expenses will be charged)
- e. Preparing documentation for each test hole attempted. This documentation will include the horizontal and vertical position of the targeted utility or structure, a general description of the target utility, with condition, material and general orientation noted, a generalized description of the material encountered in the test hole, and any other field observations noted during the excavation.

Task 2 – Landscape and Irrigation Design for Project Medians

1. Consultant will prepare and deliver Construction Documents (30%, 50%, 80%, 100% submittals). The Consultant will prepare construction documents of the following:
 - a. Landscape Plans, Details, and Notes. These plans will show the type, spacing, and size of Landscape Materials as well as details and on-sheet notes and will be in conformance to the Town's standards.
 - b. Irrigation Plans, Details, and Notes (at 90% & 100% only). These plans will show the type, spacing, and size of Irrigation Materials such as pipe size and location, heads, controllers, valves as well as details and on-sheet notes and will be in conformance to the Town's standards.
 - c. Specifications for the sections listed above in CSI format.
 - d. Opinion of Probable Cost for proposed Landscape and Irrigation improvements.
 - e. Three virtual Town review meetings via Teams or Zoom.

2. Construction Phase Services
 - a. Answer RFI's from the Contractor
 - b. Attend up to three Construction Site Visits and prepare punch lists
 - c. Prepare and submit Record Drawings to Town based on as-builts provided by the Contractor. Because the Record Drawings are based upon information provided by the Contractor, the Consultant cannot guarantee their accuracy or completeness.

III. DELIVERABLES

Task 1 – Level A/B SUE

Level A SUE	8.5x11 Sheet documenting test hole data
Level B SUE	22x34 Plan Sheet depicting utilities located

Task 2 – Landscape and Irrigation Design for Project Medians

Schematic Design Plans (30%)	One (1) 22x34 Schematic Design set – PDF & hard copy
Construction plans (50, 80, 100%)	One (1) 22x34 copy of Construction set – PDF & hard copy
Record Drawings	One (1) PDF copy of record drawings
	One (1) DWG of the record drawings base map

**EXHIBIT B1
COMPENSATION SCHEDULE**

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I. COMPENSATION SCHEDULE

Task	Completion Schedule	Compensation Schedule
Notice-to-Proceed	November 2020	
<u>Task 1 – Level A/B SUE</u>	January 2020	\$7,500
<u>Task 2 – Landscape and Irrigation Design for Project Medians</u>	May 2021	\$35,000
Total Compensation		\$42,500

II. COMPENSATION SUMMARY

Basic Services (Lump Sum)	Amount
<u>Task 1 – Level A/B SUE</u>	\$7,500
<u>Task 2 – Landscape and Irrigation Design for Project Medians</u>	\$35,000
Total Increase in Basic Services:	\$42,500