

**CONTRACT AMENDMENT #1
BETWEEN THE TOWN OF PROSPER, TEXAS, AND HALFF ASSOCIATES, INC.
FOR THE PROSPER TRAIL FROM EAST OF COIT ROAD TO WEST OF CUSTER ROAD
PROJECT (#1709-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 **HALFF Associates, 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 prepare design plans to a 90% completion level, excluding bridge detailed design, for the improvement of Prosper Trail to a 4-lane divided roadway from east of Coit Road to west of Custer Road (#1709-ST) , hereinafter called "Project"; and

WHEREAS, the Parties previously entered into an professional services agreement regarding the Project on or about March 2, 2017, in the amount of **Six Hundred Ten Thousand Dollars (\$610,000.00)**, 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 modify and complete the plans for bidding and construction of 2-lanes of permanent concrete paving, drainage and grading and leaving the existing bridge over Wilson Creek in place.

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-Two Thousand Dollars (\$122,000.00)** 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 "**Six Hundred Ten Thousand Dollars (\$610,000.00)**" and replacing it with "**Seven Hundred Thirty-Two Thousand Dollars (\$732,000.00)**."

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____.

HALFF ASSOCIATES, INC.

TOWN OF PROSPER, TEXAS

By: Dennis Satre
Signature

By: _____
Signature

Dennis Satre
Printed Name

Harlan Jefferson
Printed Name

Vice President
Title

Town Manager
Title

10/31/19
Date

Date

**EXHIBIT A1
SCOPE OF SERVICES**

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I. PROJECT DESCRIPTION

Prosper Trail – Coit Road to Custer Road.

The plans for bidding and construction of the project are being modified to construct 2 contiguous lanes in one direction for the majority of the project length. Temporary median crossovers and short sections of full 4-lane construction shall be provided to use all approach and departure lanes at the Coit Road and Custer Road intersections. The existing 2-lane bridge at Wilson Creek will remain without design modification. Temporary 2-lane detour alignments will be used to connect the improved 2-lane concrete pavement sections to existing asphalt pavement at a point approximately 250' from the existing west end and east end of the Wilson Creek bridge to remain.

II. TASK SUMMARY

Task 6 – 90% Plan Submittal Revision. Revise and submit 90% plan set for Town review and comment. Plan set to be revised in accordance with project description shown above.

Task 7 – Final Plans. Prepare final plan set (signed and sealed drawings) and bid proposal documents for electronic bidding by Town of Prosper. Assist Town of Prosper with bidder questions and addendum documents as required.

Task 8 – Record Drawings. Consultant shall prepare record drawings upon completion of the project construction based solely on annotated plans and/or RFI correspondence provided by the contractor and/or Town staff.

III. DELIVERABLES

Task 6 – 90% Plan Submittal Revision

Two copies of 11x17 plan set and electronic file of 90% submittal in PDF format. Updated engineer's estimate of probable construction cost.

Task 7 – Final Plans

Electronic files of plan set and bid proposal in PDF format. Final engineer's estimate of probable construction cost.

Task 8 – Record Drawings

Return contractor mark-ups and provide Town an electronic file of the "record" plan set in PDF format.

**EXHIBIT B1
COMPENSATION SCHEDULE**

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I. COMPENSATION SCHEDULE

Task	Completion Schedule	Compensation Schedule
Notice-to-Proceed	December 2019	
<u>Task 6 – 90% Plan Submittal Revision</u>	February 2020	\$72,000.00
<u>Task 7 – Final Plans</u>	May 2020	\$40,000.00
<u>Task 8 – Record Drawings</u>	December 2021	\$10,000.00
Total Compensation		\$122,000.00

II. COMPENSATION SUMMARY

Basic Services (Lump Sum)	Amount
<u>Task 6 – 90% Plan Submittal Revision</u>	\$72,000.00
<u>Task 7 – Final Plans</u>	\$40,000.00
Total Basic Services:	\$112,000.00

Special Services (Hourly Not-to-Exceed)	Amount
<u>Task 8 – Record Drawings</u>	\$10,000.00
Total Special Services:	\$10,000.00

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