

CONTRACT AMENDMENT #1
BETWEEN THE TOWN OF PROSPER, TEXAS, AND FREESE AND NICHOLS, INC.
FOR THE CUSTER ROAD 6.0 MG GROUND STORAGE TANK PROJECT
(2412-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 **Custer Road 6.0 MG Ground Storage Tank Project (2412-WA)**, hereinafter called "Project"; and

WHEREAS, the Parties previously entered into an professional services agreement regarding the Project on or about July 8, 2024, in the amount of Five Hundred and Ninety-Nine Thousand Five Hundred Dollars (\$599,500), 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 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 and Sixty Four Thousand Seven Hundred and Fifty Dollars (\$164,750) 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 "Five Hundred and Ninety-Nie Thousand Five Hundred Dollars (\$599,500) and replacing it with Seven Hundred Sixty Four Thousand Two Hundred and Fifty Dollars (\$764,250)."

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 _____, 2025.

Freese and Nichols, Inc.

TOWN OF PROSPER, TEXAS

By: Clayton C Barnard
Signature

Clayton Barnard
Printed Name

Principal/ Vice President
Title

August 1, 2025
Date

By: _____
Signature

Mario Canizares
Printed Name

Town Manager
Title

Date

**EXHIBIT A1
SCOPE OF SERVICES**

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I. PROJECT DESCRIPTION

With the completion of the Residual Control Improvements Technical Memorandum, a better definition on the system has been determined. This amendment incorporates the defined design aspect for the residual system utilizing the existing storage building and connecting to the existing 3.0 MG and 5.0 MG, proposed 6.0 MG, and future 5.0 MG ground storage tanks.

II. TASK SUMMARY

SPECIAL SERVICES

Task 10 – Residual Control Improvements – Final Design

Development of 60%, 90% and Final plans, specification, and OPCC based on the recommendations from *Task 1- Residual Control Improvements – Study Phase* Technical Memorandum. The CRPS existing chloramine system includes sodium hypochlorite and liquid ammonium sulfate (LAS) bulk tanks, sodium hypochlorite metering pumps, LAS metering pumps, and chlorine residual analyzers. The existing chloramine system will be completely replaced.

- a. General Meetings and Project Management
- b. Design Phase Services
 - a. Structural
 - i. Demo one side of the containment wall for the replacement of the existing sodium hypochlorite tank
 - ii. Demo the hypochlorite tank pad and put a shorter one back in for the new pad
 - iii. Build the containment wall back around the hypochlorite tank
 - iv. Increase the containment wall height around the hypochlorite tank by an additional 2”
 - v. Remove and replace existing Ammonia Tank pad
 - b. Electrical, Instrumentation, and Control (EIC):
 - i. All EIC system cable associated with the chemical storage and feed system will be demolished and replaced as required to support the new system.
 - ii. The existing power circuit conductors associated with the chloramine system will be demolished back to the source.
 - iii. The existing signal conductors associated with the NaOCL and LAS tanks, feed

- pumps, pressure switches, and chlorine analyzers will be demolished. The CRPS existing RTU cabinet I/O points will be sufficient to be reused with the new system.
- iv. The chemical storage and feed system will be provided with vendor packaged solutions. Consultant is not preparing chemical feed or metering control solutions or narratives/loop descriptions for PLC based chemical controls.
 - 1. Consultant will work with vendors as required to incorporate the new system's required signals to/from the existing CRPS RTU cabinet and SCADA system.
 - v. Circuits associated with chemical room lights, electric unit heater, and ventilation fan will be replaced back to the 3-phase 480V main switchgear. This includes any disconnects and combination motor starters.
 - vi. The existing electrical distribution system will have the required capacity to support the new system's electrical load. The new design circuits will be fed from a combination of existing 480V switchgear and 208Y/120V panelboard LP-1.
 - vii. Chemical room light fixtures and controls will be replaced.
 - viii. Existing raceway will be reused to route power and signal conductors, except where not feasible or where the raceway is no longer in acceptable condition, where applicable.

c. Mechanical and Plumbing

- i. Replacement of the existing unit heaters in the chemical building
- ii. Determining whether the existing overhead vent fan will have enough capacity to cool the space. If it is determined the existing vent fan does not have the capacity design a replacement.
- iii. Replace the two (2) existing eye wash & shower stations
- iv. Consider the need for re-piping of CW or sanitary

c. Assumptions

- a. New hypochlorite/Ammonium tanks will be the same volume or less as the existing tanks. No analysis of existing foundations needed.
- b. No modification of existing foundations will be needed.
- c. Ammonium tank foundation and containment walls will not need modifications.
- d. Fire Protection and coordination with the Fire Marshall is not included.

III. DELIVERABLES

<u>Task 10 – Residual Control Improvements</u> <u>– Final Design</u>	Provide Preliminary and Final design plans and specifications for the residual controls improvements at the two existing tanks, proposed tank, future tank, and utilization of the existing chemical building.
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**EXHIBIT B1
COMPENSATION SCHEDULE**

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I. COMPENSATION SCHEDULE

Task	Completion Schedule (Completed)	Compensation Schedule
Notice-to-Proceed	January 2025	
<u>Task 10 – Residual Control Improvements – Final Design</u>	October 2025	\$164,750
Total Compensation		\$164,750

II. COMPENSATION SUMMARY

Special Services (Hourly Not-to-Exceed)	Amount
<u>Task 10 – Residual Control Improvements – Final Design</u>	\$164,750
Total Special Services:	\$164,750

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

Basic Services Compensation Schedule	Original Contract	Amendment No. 1	Total Contract
Task 1 – Residual Control Improvements – Study Phase	\$40,000	-	\$40,000
Task 2 – Preliminary Design	\$106,100	-	\$106,100
Task 3 – Final Design	\$174,100	-	\$174,100
Task 4 – Bid Phase	\$21,850	-	\$21,850
Task 5 – Construction Phase	\$82,600	-	\$82,600
Task 6 – Record Drawings	\$13,900	-	\$13,900
Total Basic Services	\$438,550	-	\$438,550

Special Services Compensation Schedule	Original Contract	Amendment No. 1	Total Contract
Task 7 – Topographical Survey	\$6,650	-	\$6,650
Task 8 – Subsurface Utility Engineering (SUE)	\$8,800	-	\$8,800
Task 9 – Geotechnical Engineering	\$45,500	-	\$45,500
Task 10 – Residual Control Improvements – Final Design	\$100,000	\$164,750	\$264,750
Total Special Services	\$160,950	\$157,590	\$325,700

Total Compensation Schedule	Original Contract	Amendment No. 1	Total Contract
	\$599,500	\$164,750	\$764,250