

STATE OF TEXAS)

COUNTY OF DENTON)

**AMENDMENT NO. 5
TO
PROFESSIONAL SERVICES AGREEMENT
for
CORPORATE DRIVE – SEGMENTS 2, 3 & 4 FROM RAILROAD ST. TO
HOLFORD’S PRAIRIE RD.**

The Professional Services Agreement for Corporate Drive – Segments 2, 3 & 4 from Railroad St. to Holford’s Prairie Rd. entered into by and between the City of Lewisville, Texas, a Texas home rule municipality (the “City”), and Halff Associates, Inc., a civil engineering firm, with principal offices located in Fort Worth, Texas (the “Consultant”) (collectively, the “Parties”) on September 19, 2017, as later amended, is hereby amended to include additional professional services and additional compensation in connection with the project at Corporate Drive – Segments 2, 3 & 4 from Railroad Street to Holford’s Prairie Road (“Project”).

WHEREAS, the City and Consultant entered into an Professional Services Agreement dated September 19, 2017 and subsequent amendments thereto dated October 24, 2018, November 1, 2018, September 13, 2021 and May 1, 2023 (the “PSA”) such that the Consultant is to provide the services outlined therein; and

WHEREAS, if there is a change in scope or focus of the activities in the contract, or if it is necessary for the Consultant to do additional work such that there is a significant additional cost or expense to the City, it is necessary for the City to approve such work and/or for the Parties to change the PSA; and

WHEREAS, due to the complexity of constructing a bridge across a river and floodplain a third party construction administration and inspection services were needed to assist staff, the Parties recognize that it is necessary to modify the scope of work under the PSA by adding such work as is set out in the attached Exhibit “A,” which is attached hereto and incorporated herein as if set out in full herein, including, but not limited to, review and management of all bridge and structural related submittals, RFIs, schedules and invoices; inspection of the bridge and associated retaining walls and appurtenances, comprising a substantial increase in the scope and complexity of Consultant’s services; and

WHEREAS, the Parties recognize that the significant expansion of the scope of services being provided under the PSA also necessitates an increase in the total fee paid to the Consultant

NOW, THEREFORE, for and in consideration of the mutual acts and covenants set out herein, the Parties agree as follows:

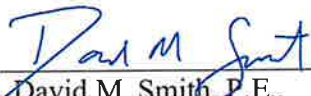
1. Exhibit "A" outlines certain amendments to the scope of the PSA as such scope is outlined in the Attachment "B" to the PSA. Consultant, in addition to the work to be performed as outlined in the PSA, shall perform the task(s) described in the attached Exhibit "A" (the "Additional Services"). This amendment shall amend the Attachment "B" to the PSA to include the Additional Services.
2. The amount to be paid to Consultant under the PSA shall be increased by the sum of \$684,896.00, to reflect the Additional Services described in Exhibit "A." The total fee for the PSA will increase from \$2,223,631.00 to \$2,908,527.00.
3. This shall constitute an amendment to the PSA. All of the terms and conditions of the PSA shall remain in full force and effect, as amended hereto, unless set out otherwise herein.

By signature below, the Parties hereby bind themselves to the terms stated herein, including all attachments referred to herein.

CITY OF LEWISVILLE, TEXAS
Approved by the Lewisville City
Council _____

HALFF ASSOCIATES, INC.

By: _____
Claire Powell, City Manager

By: 
David M. Smith, P.E.,
Operations Manager

Date: _____

Date: 1/19/2024

Attest: _____
Thomas Harris III, City Secretary

Attest: 

CITY OF LEWISVILLE
151 West Church Street
Lewisville, Texas 75057

APPROVED AS TO FORM:

Lizbeth Plaster, City Attorney

Exhibit “A”

ADDITIONAL SERVICES

Corporate Drive – Segments 2, 3 & 4 from Railroad St. to Holford’s Prairie Rd.

The additional work consists of providing bridge inspection support services for the construction of Corporate Drive Segments 2 & 3 to include the following:

1. Bridge Inspection: The Consultant will perform inspection of bridge components during the construction of Corporate Drive – Segments 2 & 3, including drilled shafts, forming and placing concrete for bents and abutments, placing and bracing beams, forming and placing concrete for deck, rails, and waterproofing to ensure compliance with the project plans and specifications.
2. Retaining Walls: The Consultant will perform inspections of MSE walls including foundations, embedment, connections, fascia panels, backfill, weep drains, and final alignments to ensure compliance with the project plans and specifications.
3. Progress of Construction: The Consultant will report to the City Engineer weekly at a minimum regarding progress of construction which includes providing updates, tracking construction items, budget & regular progress schedule.
4. Review Submittals: The Consultant will review shop drawings and submittals for compliance with plans, specifications, and City of Lewisville standards. The Consultant will manage requests for information (RFI) by assuring accurate and timely response to project moving forward. Shop drawings, submittals and RFIs will be reviewed within 10 calendar days unless insufficient information has been submitted by the contractor. If the information provided is such that it is impossible to conduct a thorough review, the project manager will contact the contractor and indicate what additional information is necessary. Once sufficient information has been provided, reviews and direction will be provided within 10 calendar days of receiving sufficient information.
5. Review Invoices: The Consultant will review and recommend approval or initiate revision of invoices, assisting the City Engineer with processing of progress payments to the contractor. Invoice review should be completed within 5 calendar days of receiving invoices from the contractor.
6. Change Orders: The Consultant will assist negotiating and preparing change orders, evaluating for cost creep, scope escalation, completeness, and good business practices.
7. Coordination: The Consultant will coordinate conversations, meetings and information transfer with the Contractor and their sub-contractors, private utility

companies, sub-consultants, and various city departments as needed for successful completion. The Consultant will also attend weekly progress meetings, perform spot project visits for audit, organize troubleshooting investigations/site visits, attend final inspection and walk through, and will debrief regularly with the City of Lewisville inspector.

8. Duration: Project duration is 30 months. Bridge construction inspection has an estimated duration of 24 months.
9. Exceptions: Record keeping activities such as estimate preparation and 30% Prime Contractor Performance will not be required.
10. Communication: The Consultant will coordinate approvals or disapprovals and inspections daily while on site with the Project Manager, the City of Lewisville inspector, the Contractor, and other stakeholders.
11. Final Processes: The Consultant inspector will assist with developing punch lists, conducting final walk through, assembly of final records, and closeout.
12. Exceptions: Project Record keeping activities such as estimate preparation, contract day credits/charges, estimate preparation, and payroll interview will not be required. Daily work reports and progress photos will be maintained and submitted to the City of Lewisville regularly.
13. Material testing services will not be required except that the inspector will direct the contractor to perform materials testing in accordance with the project specifications and industry standards and may require additional testing if in the inspector's opinion, additional testing is warranted.

Fee Summary:

Labor: Bridge Inspection	\$648,896.00
Expenses: Construction Truck	\$36,000.00

Total Additional Fee: \$684,896.00

Estimated fees for these tasks shall be considered cost plus max time and material estimates and will be invoiced monthly based on work completed.

All work will be billed to Corporate Drive – Segments 2, 3 & 4 from Railroad St. to Holford’s Prairie Rd. The total fee for Corporate Drive – Segments 2, 3 & 4 from Railroad St. to Holford’s Prairie Rd will increase from \$2,223,631.00 to \$2,908,527.00.

CITY OF LEWISVILLE: CORPORATE DRIVE BRIDGES INSPECTION
HALFF CEI FEE PROPOSAL
12/1/2023

Service	Billing Rate	Hours	Subtotal
Project Manager	\$ 254.00	64.0	\$ 16,256.00
Chief Inspector	\$ 155.00	96.0	\$ 14,880.00
Sr. Bridge Inspector	\$ 120.00	4220.0	\$ 506,400.00
Bridge Inspector	\$ 110.00	960.0	\$ 105,600.00
Admin/Clerical	\$ 120.00	48.0	\$ 5,760.00
Expenses	Unit Cost	Months	Subtotal
Construction Truck	\$ 1,500.00	24	\$ 36,000.00
Project Totals			\$ 684,896.00

Assumptions:

22 month project duration (bridge construction)

1 month before NTP for precon prep/kickoff meetings/project setup

30 day closeout period/support after construction

Computer included

Travel time is billable portal to portal or from Halff office (lesser of the two) unless inspector is full time

Inspector bills coordination time with contractor, testing lab, city, etc.

No testing to be provided by Halff

OT is billed as straight time

Chief Inspector hours shown for issue support/problem solving

Admin time shown for contract support/invoice prep

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