

## **Supplemental Services Amendment No. 2 to Design of Streambank Stabilization for Timber Creek – Phase 2 Professional Services Agreement**

The Professional Services Agreement for Design of Streambank Stabilization for Timber Creek – Phase 2 between the City of Lewisville (the “City”) and Halff Associates, Inc. (the “Consultant”), dated January 3, 2018 (the “PSA”), is hereby amended to provide supplemental professional services in connection with the Design of Streambank Stabilization for Timber Creek – Phase 2, including preparation of construction plans for streambank stabilization of Timber Creek along Regency Drive and Kenny Court, which additional services shall be hereinafter called the “Project”.

### **I. PROJECT. The Project is described as follows:**

The Project includes additional scope of work including Final Design/Engineering services for stream improvements which will consist of stabilizing the south and east banks of Timber Creek located north and parallel to Regency Drive, then turning northward located west and parallel to Kenny Court. The approximately 700 linear-foot project corridor will include a tied-back gabion wall and toe protection. The additional scope of work includes preparing final plans, temporary construction easements, drainage easements, specifications, and estimates for construction and construction administration services.

### **II. ADDITIONAL SCOPE OF SERVICES.**

The Consultant will perform the following additional services:

- I. Prepare construction plans suitable for review, permitting, bidding, construction, inspection, and record keeping.
- II. Prepare technical specifications required for bidding and constructing the Project.
- III. Prepare right-of-way and easement documents.
- IV. Provide construction staking
- V. Assist the City through the bidding/construction/closure phase of the Project.

A more detailed description of additional services is contained in Attachment “A”, which is hereby included in this Supplemental Services Amendment No. 2 to Design of Streambank Stabilization for Timber Creek – Phase 2 Professional Services Agreement by reference.

### **III. ADDITIONAL COMPENSATION.**

The Consultant agrees to perform the additional services described herein for the amounts stated; and, the City agrees to make payments in the amounts stated. The total fee for all

described services shall not exceed \$ **67,685.00**. The total, maximum fee for all services under the PSA will increase from \$138,910.00 to **\$206,595.00**. A breakdown of fees for the additional services is included in Attachment “B”, which is hereby included in this Supplemental Services Amendment No. 2 to Design of Streambank Stabilization for Timber Creek – Phase 2 Professional Services Agreement by reference.

The Consultant shall submit invoices by cover letter from the project engineer. The letter shall certify that the invoice properly represents work completed. The City reserves the right to request additional justification prior to payment of any invoice. If satisfactory justification is not received, the City reserves the right to amend the invoice or to refuse to make payment without incurring penalty or interest. Invoices shall be based on percentage of work completed per identifiable unit of work. The City agrees to make prompt payments for all approved invoices and agrees to pay interest at the rate approved by law for approved invoices not paid within 30 days from the date of approval.

**IV. TIME OF COMPLETION.**

A project schedule for the additional services outlined herein, shown in Attachment “C”, is hereby included in this Supplemental Services Amendment No. 2 to Design of Streambank Stabilization for Timber Creek – Phase 2 Professional Services Agreement by reference. The Consultant agrees to perform the services in accordance with the schedule, to the extent over which the Consultant has control.

**V. CLOSURE.**

By signature below, the parties to this Supplemental Services Amendment No. 2 to Design of Streambank Stabilization for Timber Creek – Phase 2 Professional Services Agreement hereby bind themselves to the terms stated herein, including all attachments referred to herein.

**SIGNATURES ON FOLLOWING PAGE**

**CITY OF LEWISVILLE, TEXAS**  
**Approved by the Lewisville City**

**Council** \_\_\_\_\_

By: \_\_\_\_\_  
Donna Barron, City Manager

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Julie Worster

By: Bj-BT

Date: 11/26/18

Attest: LEVI HEIN

**CITY OF LEWISVILLE**  
151 West Church Street  
Lewisville, Texas 75057

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Lizbeth Plaster, City Attorney

**ATTACHMENT "A" SERVICES  
Construction Plans Amendment No. 2  
for**

**Design of Streambank Stabilization for Timber Creek—Phase 2**

This Attachment "A" further defines the additional services to be performed by Halff Associates, Inc. in conjunction with preparation of the final Design, Engineering and Construction phase service stream improvements plans for the streambank stabilization of Timber Creek Phase 2, hereinafter called Project. The Project consists of stabilizing the south bank and east bank of Timber Creek located north and parallel to Regency Drive, then turns northward located west and parallel to Kenny Court. The approximately 700 linear-foot project corridor will include a tied-back gabion wall and toe protection.) Services include the following:

**I. Plan and Specifications Work Plan**

- A. Construction Plans:** The Consultant will develop construction plans for review, permitting, bidding, construction, inspection, and record keeping. In general, construction plans will be consistent with normal practice for projects of this nature.
1. Review Plans – Prepare and submit final (100%) plans
  2. Design – The project design will be in accordance with the City of Lewisville ordinances, standard details, and good engineering practices.
  3. Prints and Deliverables – The Consultant will provide prints of construction plans for review and permitting. The Consultant will provide utility companies with copies for plans and review.
  4. Final Plan Submittal (100%) – Consultant will provide the City with one full sized and two half-sized sets of plans incorporating the comments from the 90% design for review and comment. The submittal will include complete plan set and an engineer Opinion of Probably Construction (OPC) costs.
  5. General – Develop construction plans on electronic files compatible with the City's Intergraph CADD system – also furnish Microstation Construction plans on 22" x 34" sheets. Use the City's standard format. Furnish all review prints on 22" x 34" sheets. All construction plans must be suitable for half-scale reduction and be provided as follows: one set of 11" x 17" paper originals drawn by laser plotter.
- B. Specifications:** The Consultant will prepare technical specifications required for bidding and constructing the Project. Only provide specifications amending or supplementing the COG specifications. Under this section, the Consultant will also provide a listing of bid items with quantities and construction cost estimates. Provide all specifications, bid items, and quantities by electronic file.
- C. Bidding, Construction, and Closure:**
1. Bidding – During the bidding phase, the Consultant will assist the City by addressing technical questions and preparing draft addenda for issuance by the City. The Consultant will attend a pre-bid meeting, if required, and prepare

minutes. The Consultant will not be required to assist the city in evaluating bids, nor will the Consultant be required to attend the bid opening or prepare the bid tabulation.

2. Construction –

- a. The Consultant's design engineer or project manager will attend the pre-construction meeting
  - b. The Consultant will represent the City in the non-resident administration of the Project. In this capacity, the Consultant's design engineer will have the authority to exercise whatever rights the City may have to disapprove work and materials that fail to conform to the Contract Documents when such failures are brought to the design engineer's attention. (this function of the design engineer will not be construed as supervision of the Project and does not include on-site activities other than visit the site at least once per calendar month to evaluate the general progress of the construction and overall Project conditions or when specifically requested by the City to visit on site for a particular matter. It does not involve exhaustive or continuous on-site inspection to check the quality of quantity of the work or material; nor does it place any responsibility of the safety precaution incident thereto, and the design engineer will not be responsible or liable in any degree for the Contractor's failure to perform the construction work in accordance with the Contract Documents.) Monthly reports will be prepared and forwarded to the City outlining any deviations noted from the requirements of the contract documents.
  - c. The Consultant will assist the City in preparing field changes or change orders that may be necessary to complete the Project and respond to requests for information.
  - d. The Consultant will assist the City in performing a walk-through inspection and preparing a written "final punch list"
3. Closure – The Consultant will prepare record drawings, incorporating all changes provided by the Contractor and known variations to provide the City the best possible set of record drawings. Provide the final record drawings on mylar, of the same specification as provided for in the Agreement, and on CD.

II. **Surveying Services Work Plan.** The Consultant will provide surveying services, defined as normal services applicable to a project of this type. The following will apply:

- A. Construction Staking.** During the construction phase, the Consultant will provide construction control staking for the contractor's use. Control monumentation must be checked or re-established. A minimum of 5 (five) days' notice must be given before beginning control staking. Any lost or destroyed stakes must be replaced at the contractor's expense.

- B. Abstract Research.** Abstractor will research the deeds for the chain of title until the owner of the vacant strip of land in question between the two subdivision plats intersection the Project Right-of-Way can be verified. Permanent and temporary construction easements will be developed for the Project based on verification of ownership.
- C. Easement Preparation.** The Consultant will prepare permanent easement for 6 (six) parcels along the proposed channel bank improvements. The Consultant will prepare temporary construction easement documents for the 5 (five) parcels along the proposed Project area. As currently identified on the 90% Timber Creek Streambank Stabilization Right-of-Way Map. The final number of permanent and temporary easements will be based on abstract research.
1. Tie existing property corners, iron pins, etc.
  2. Show individual exhibits on 8½" x 14" paper and include area required, area remaining, parcel number, and owner of record. Individual records must be stamped, dated, and signed by a Registered Professional Land Surveyor.
  3. Legal descriptions must reference volume, page, and owner of record and must be incorporated into the standard City of Lewisville easement instrument document. Individual parcels must be cross-referenced on the plan and profile sheets.
  4. Upon City's approval of the easement, the Consultant will stake and flag the easement for appraiser and property owner as applicable. Provide the documents, including legal description, to the City electronically or on CD in Microsoft Word.

**ATTACHMENT "B" COMPENSATION**  
**Construction Plans Amendment No. 2**  
**for**

**Design of Streambank Stabilization for Timber Creek—Phase 2**

This Attachment" C" further defines the basis of compensation to the Consultant for the services rendered.

- I. Basic Fee Services** - The basic fee for the services as described in Attachment "A" will be **\$22,610.00** which includes printing, direct costs and computer charges normally associated with production of these services and reproduction of up to ten (10) sets of plans for review purposes.

The basis of compensation for Basic Fee services shall be as follows:

1. \$22,610.00 for Final Design Phase (100% complete)

Item (1) will be billed lump sum monthly based on percent completion of the design tasks and may include partial payments of the total amounts designated for each of the items. Construction Phase Services will be billed on the basis of 2.30 times salary cost up to a maximum not to exceed **\$4,950**.

- II. Special Services** – The maximum not -to-exceed fee for the special services as described will be **\$40,125.000**, which includes printing, direct costs, and computer charges normally associated with these services. The basis of compensation for Special Services will be 2.30 times the salary cost up to the maximum not-to-exceed fee. The following table summarizes special services fees:

<b>TASK DESCRIPTION</b>	<b>FEE</b>
A. Construction Staking	\$7,500.00
B. Abstract Research	\$4,500.00
C. Easement Preparation	\$28,125.00
<b>TOTAL SPECIAL SERVICES</b>	<b>\$40,125.00</b>

- III. Miscellaneous Services** – The fee for additional services not provided herein will be negotiated based on the scope of work and included in a contract amendment. The total maximum fee for all services is \$ **67,685**.

**ATTACHMENT "C" Time of Completion  
Construction Plans Amendment No. 2  
for  
Design of Streambank Stabilization for Timber Creek—Phase 2**

The Consultant agrees to perform its services in accordance with the schedule below, to the extent over which the Consultant has control. The City agrees to review plans and other submittals and to arrange meetings in a timely manner.

- I. Commencement of Work — The City agrees to issue written authorization to proceed as soon as practical after approval by the Lewisville City Council. The Consultant agrees to commence work in accordance with the Agreement within ten (10) working days following receipt of a written authorization.
- II. Time Line — The following items of work shall be completed within the time line indicated:
  1. Completion/furnishing drainage easement documents sufficient for beginning acquisition of easements: 30 calendar days from date of written authorization.
  2. Completion/furnishing 100% final plans, specifications, bid quantities, and construction cost estimate: 35 calendar days from date of written authorization, excluding USACE and City review time.
  3. Bidding and construction services shall correspond to City's schedule and construction time.
  4. Closure: 30 calendar days from the date of construction completion.