

STATE OF TEXAS
COUNTY OF DALLAS

§
§
§

FIRST AMENDMENT TO
AGREEMENT FOR PROFESSIONAL SERVICES

This First Amendment to Agreement for Professional Services ("First Amendment") is made by and between the City of Farmers Branch, Texas ("City") and BGE, Inc., a Texas corporation ("Professional") (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

RECITALS

WHEREAS, the Parties previously entered into that certain *Agreement for Professional Services* dated August 25, 2020, relating to FBHOP Lift Station Rehabilitation Project (the "Original Agreement"); and

WHEREAS, due to COVID 19 and delays in construction the Parties desire to amend the Original Agreement by amending Exhibit "B" the Payment Schedule to the Original Agreement with the new Exhibit "B" Payment Schedule attached hereto, as set forth herein;

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

1. That the Payment Schedule of the Original Agreement referred to therein as "Exhibit B" is amended by replacing said Payment Schedule with the Payment Schedule attached hereto as Attachment "B-1" The Professional shall be compensated in accordance with Exhibit "B-1".

2. That the Original Agreement is amended by amending Section 1.1 to amend the term of the Agreement to commence on the Effective Date of this First Amendment and shall continue until completion of the services which shall not be later than 365 days after the Effective Date of the First Amendment.

3. That the Original Agreement shall continue in full force and effect, except as amended by this First Amendment.

3. That this First Amendment shall be effective on the date this First Amendment (including all counterparts) bears the signature of the authorized representatives of all of the Parties.

4. That this First Amendment may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

5. That each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

(signature page to follow)

SIGNED AND AGREED this 2 day of August, 2023.

CITY OF FARMERS BRANCH, TEXAS

By: Benjamin W. Williamson
Benjamin W. Williamson, City Manager

ATTEST:

By: Stacy Henderson
Stacy Henderson, City Secretary

APPROVED AS TO FORM:

By: Peter G. Smith
Peter G. Smith, City Attorney

SIGNED AND AGREED this 27 day of July, 2023.

BGE, INC.

By: Bryant Caswell
Bryant Caswell, P.E.
Principal – Project Manager

ATTACHMENT "B-1"

Payment Schedule

Fee Summary - FBOP Lift Station Rehabilitation Project Supplement Calculation Summary



5/15/2023

		Original Contract	Amendment	Revised Contract Total
BASIC SERVICES				
Task 1	Project Management	\$ 5,600	\$ 2,500	\$ 8,100
Task 2	Preliminary Engineering Report (PER) (30%)	\$ 22,500	\$ -	\$ 22,500
Task 3	Design Survey	\$ 4,500	\$ -	\$ 4,500
Task 4	Preliminary Design (60%)	\$ 68,200	\$ -	\$ 68,200
Task 5	Final Design (90% and Final)	\$ 23,500	\$ 29,142	\$ 52,642
Task 6	Bid Phase Services (deleted)	\$ 5,900	\$ (5,900)	\$ -
Task 7	Construction Phase Services (hourly)	\$ 9,900	\$ -	\$ 9,900
		<u>\$ 140,100</u>	<u>\$ 25,742</u>	<u>\$ 165,842</u>
SPECIAL SERVICES (hourly)				
Task 8	Geotechnical Investigation	\$ 3,200	\$ -	\$ 3,200
Task 9	Right-of-Way and Easement Services	\$ 3,500	\$ -	\$ 3,500
Task 10	Level 'A' S.U.E.	\$ 4,000	\$ -	\$ 4,000
Task 11	CMAR Procurement		\$ 12,000	\$ 12,000
Task 12	CMAR Coordination		\$ 25,000	\$ 25,000
		<u>\$ 10,700</u>	<u>\$ 37,000</u>	<u>\$ 47,700</u>
Totals		\$ 150,800	\$ 62,742	\$ 213,542

Notes:

Fee added for Final Design includes civil, structural and electrical cost increases from 2020 to 2023, and coord for P&Z submittal, and emergency generator early out package

Task 6 Bid Phase Services deleted as CMAR will perform bid openings.

Task 11 is for procurement of CMAR. BGE to prepare qualification and proposal package for City purchasing department to publish.

Task 12 is for coord with CMAR incl. meetings, cost estimate review, plan coordination and revisions per CMAR, GMP review.