

**AMENDMENT NUMBER TWO**

**TO AN AGREEMENT**

**BETWEEN**

**THE CITY OF FRISCO, TEXAS**

**AND**

**HALFF ASSOCIATES, INC.**

**FOR**

**PROFESSIONAL SERVICES**

Made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016:

Between the City: **The City of Frisco, Texas**  
6101 Frisco Square Boulevard  
Frisco, Texas 75034  
Telephone: (972) 292-5400  
Facsimile: (972) 292-5016

and the Consultant: **Halff Associates, Inc.**  
3803 Parkwood Boulevard, Suite 800  
Frisco, Texas 75034  
Telephone: (214) 618-4570  
Facsimile: (214) 739-0095

for the following Project: **SH289 (Preston Road) Intersection and Traffic Signal Improvements and SH121 SBFR at Ohio Drive Turn Lane Improvements**

**THIS AMENDMENT NUMBER TWO** ("Amendment Number Two") is made and entered into by and between the City of Frisco, Texas, a Texas home-rule municipality ("City"), and Halff Associates, Inc., a Texas corporation ("Consultant"), to be effective from and after the date as provided above. The City and the Consultant at times are each referred to herein as a "party" or collectively as the "parties."

**WHEREAS**, the City and the Consultant entered into that certain Agreement for Professional Services dated August 21, 2012 ("Agreement"), which is incorporated herein by reference for all purposes, concerning the SH289 (Preston Road) Intersection and Traffic Signal Improvements and SH121 SBFR at Ohio Drive Turn Lane Improvements project ("Project"); and

**WHEREAS**, the City and the Consultant entered into that certain Amendment Number One to the Agreement dated 7 October 2014 ("Amendment Number One"), for the purpose of modifying the Scope of Services for the Project (defined in the Agreement), said Amendment Number One is incorporated herein by reference for all purposes; and

**WHEREAS**, the City and the Consultant desire to amend the Agreement and Amendment Number One for the purpose of: (i) extending and/or clarifying the Scope of Services for the Project (defined in the Agreement); (ii) revising the individual line items in the Project Budget Summary (defined in the Agreement); and (iii) revising the Consultant's Fee (defined in the Agreement); and

**WHEREAS**, the City and the Consultant desire to amend the Agreement and Amendment Number One upon the terms and conditions provided herein.

**NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:**

That for and in consideration of the covenants contained herein, the mutual benefits to be obtained hereby and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Consultant agree as follows:

1. **Amendment to Agreement, and Amendment Number One, Article 1, Section 1.2, Scope of Services** – Article 1, Section 1.2 of the Agreement and Amendment Number One is hereby amended as follows:

**"1.2 Scope of Services** – The parties agree that Consultant shall perform such services as are set forth and described in **Exhibit A, Exhibit H, and Exhibit L** hereto, which are incorporated herein by reference for all purposes. The parties understand and agree that deviations or modifications to the scope of services described in **Exhibit A, Exhibit H and Exhibit L**, in the form of written amendments, may be authorized from time to time by the City."

2. **Amendment to Agreement, and Amendment Number One, Article 3, Section 3.1, Compensation for Consultant's Services** – Article 3, Section 3.1 of the Agreement and Amendment Number One is hereby amended as follows:

3.1 **"3.1 Compensation for Consultant's Services** – As described in "Article 1, Consultant's Services," compensation for this Project shall be as follows: (1) for Basic Services, to be performed on a Lump Sum Basis, in the amount of **FIVE HUNDRED FORTY-SIX THOUSAND AND NO/100 DOLLARS (\$546,000.00)**, ("Consultant's Fee"), and (2) paid in accordance with Article 3 herein and the Compensation and Billing Summary as set forth in **Exhibit B, Exhibit I and Exhibit M**.

3. **Entire Agreement** – This Amendment Number Two, including the exhibits hereto labeled "L", "M", "N" and "O", all of which are incorporated herein for all

purposes, and the Agreement, including the exhibits thereto, and the Amendment Number One, including the exhibits thereto, constitute the entire agreement by and between the parties regarding the subject matter hereof. There are no oral understandings or agreements between the parties regarding the subject matter hereof. This Amendment Number Two may not be amended, supplemented and/or modified except by written agreement duly executed by both parties. The following exhibits are attached hereto and made a part of the Agreement and Amendment Number One:

**Exhibit L**, Scope of Additional Services;

**Exhibit M**, Additions to Project Budget Summary;

**Exhibit N**, Affidavit; and

**Exhibit O**, Conflict of Interest Questionnaire, Form CIQ.

4. **Counterparts** – This Amendment Number Two may be executed in a number of identical counterparts. If so executed, each such counterpart is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute the Amendment Number Two. An electronic mail or facsimile signature will also be deemed to constitute an original if properly executed.
5. **Defined Terms/Ratification of Agreement and Amendment Number One** – Any term not defined herein shall be deemed to have the meaning ascribed to it under the Agreement and/or Amendment Number One. Except as expressly amended hereby, all of the terms, provisions, covenants and conditions of the Agreement and the Amendment Number One, are hereby ratified and confirmed by the parties and shall continue in full force and effect.
6. **Authority to Execute** – The individuals executing this Amendment Number Two hereby represent and warrant that they are empowered and duly authorized to so execute this Amendment Number Two on behalf of the parties they represent.
7. **Governing Law/Venue** – This Amendment Number Two is performable in Collin County, Texas, and the venue for any action related directly or indirectly to this Amendment Number Two or in any manner connected therewith shall be in Collin County, Texas. This Amendment Number Two shall be construed under the laws of the State of Texas.
8. **Assignment and Subletting** – This Amendment Number Two may not be assigned or sublet except as authorized in Paragraph 12.2 of the Agreement.
9. **Appropriation of Funds** – The parties recognize and agree that funds are not presently budgeted for the City’s performance under Amendment Number and the Agreement and this Amendment Number Two beyond the end of the City’s 2016-2017 fiscal year. The City will give the Consultant sixty (60) days’ notice

if funds for the City's performance are no longer budgeted to continue beyond that time. The City shall have no liability for payment of any money for services performed after the end of the City's 2016-2017 fiscal year unless and until such funds are budgeted.

10. **Successors and Assigns** – The City and the Consultant, and their respective partners, assigns, successors, subcontractors, executors, officers, agents, employees, representatives and administrators are hereby bound to the terms and conditions of this Amendment Number Two.
11. **Savings/Severability** – Should any part, term or provision of this Amendment Number Two or any document required herein to be executed or delivered be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby; provided that the essential provisions for each party remain valid, binding, and enforceable.
12. **Execution/Consideration** – This Amendment Number Two is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
13. **Headings** – The headings of the various sections of this Amendment Number Two are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.
14. **Immunity** – The parties acknowledge and agree that, in executing and performing this Amendment Number Two, City has not waived, nor shall be deemed hereby to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Amendment Number Two, the parties do not create any obligations, express or implied, other than those set forth herein.
15. **Additional Representations** – Each signatory represents this Amendment Number Two has been read by the party for which this Amendment Number Two is executed and that such party has had the opportunity to confer with its counsel.
16. **Miscellaneous Drafting Provisions** – This Amendment Number Two shall be deemed drafted equally by all parties hereto. The language of all parts of this Amendment Number Two shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.

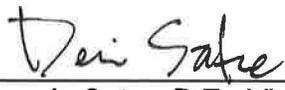
17. **No Third Party Beneficiaries** – Nothing in this Amendment Number Two shall be construed to create any right in any third party not a signatory to this Amendment Number One, and the parties do not intend to create any third party beneficiaries by entering into this Amendment Number Two.

**IN WITNESS WHEREOF**, the parties have executed this Amendment Number Two to the Agreement and caused this Amendment Number Two to be effective on the effective date set forth in the introductory clause of this Agreement.

**CITY:**  
**City of Frisco, Texas,**  
a Texas home-rule municipality

**CONSULTANT:**  
**Half Associates, Inc.,**  
a Texas corporation

By: \_\_\_\_\_  
George Purefoy, City Manager

By:   
Dennis Satre, P.E., Vice President

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Abernathy, Roeder, Boyd and Hullett, P.C.  
Ryan D. Pittman, City Attorneys

STATE OF TEXAS           §  
  §  
COUNTY OF COLLIN       §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED **GEORGE PUREFOY**, KNOWN TO ME TO BE ONE OF THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT; HE ACKNOWLEDGED TO ME THAT HE IS THE CITY MANAGER AND DULY AUTHORIZED REPRESENTATIVE FOR THE **CITY OF FRISCO, TEXAS**, A TEXAS HOME-RULE MUNICIPALITY, AND THAT HE EXECUTED SAID INSTRUMENT FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS \_\_\_ DAY OF \_\_\_\_\_, 2016.

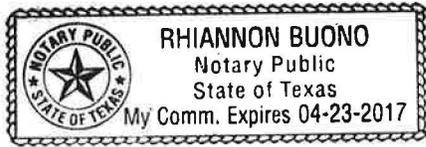
\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS           §  
  §  
COUNTY OF COLLIN       §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED **DENNIS SATRE**, KNOWN TO ME TO BE ONE OF THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT; HE ACKNOWLEDGED TO ME THAT HE IS THE PRINCIPAL AND DULY AUTHORIZED REPRESENTATIVE OF **HALFF ASSOCIATES, INC.**, A TEXAS CORPORATION, AND THAT HE EXECUTED SAID INSTRUMENT FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 13<sup>th</sup> DAY OF October, 2016.

  
\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



**EXHIBIT L**  
**SCOPE OF ADDITIONAL SERVICES**  
**SH289 (PRESTON ROAD) INTERSECTION AND TRAFFIC SIGNAL IMPROVEMENTS**  
**AND SH121 SBFR AT OHIO DRIVE TURN LANE IMPROVEMENTS**

The following additional services are added to and incorporated into the Agreement and the Amendment Number One as provided herein:

**I. PROJECT AMENDMENT DESCRIPTION**

Provide updated base mapping information for critical areas within the project limits that impact the design of proposed project improvements. Provide updated plan information to comply with current TxDOT design manuals, construction plan formats and supporting documentation requirements. Add additional budget for bid phase and construction administration services.

**II. GENERAL REQUIREMENTS**

Same as per the Agreement.

**III. TASK SUMMARY, ADDITIONAL BASIC SERVICES**

**A. Surveying Services**

- Field survey changes to existing pavements where new site development or roadway reconstruction in the corridor has modified existing Preston Road, driveways and cross streets connected to the project. Update base mapping as necessary including utility surface features and contours

**B. Environmental Evaluation**

- Provide updated information for filing of environmental technical reports in accordance with required TxDOT format.

**D. Design Plans**

- Update designs of paving plans for new base file information. Review existing site development plans for drainage area confirmation and modify design calculations as necessary.
- Provide existing signal layout sheets per current TxDOT design practice.
- Make site visit to corridor to confirm extent of revised conditions.
- Update plan information and bid documents for current TxDOT specification book, standard and special specifications.
- Verify and update plan designs to be consistent with updated TxDOT standard drawings.
- Provide additional utility relocation support as requested for updated plan design information.

**E/F. Bid Phase Services, Construction Administration Services**

**EXHIBIT L**  
**SCOPE OF ADDITIONAL SERVICES**  
**SH289 (PRESTON ROAD) INTERSECTION AND TRAFFIC SIGNAL IMPROVEMENTS**  
**AND SH121 SBFR AT OHIO DRIVE TURN LANE IMPROVEMENTS**

- These services are intended to assist the City in administering the contract for construction, verifying that the Contractor's work is in substantial compliance with the contract documents, and assisting the City in responding to the events that occur during construction. The Engineer will coordinate and issue responses to information requests to the City. All construction administration services shall be accomplished by Consultant at the specific request of City. For the purposes of establishing a fee for construction administration services, the City and Consultant agree that the scope of requested assistance to be provided by Consultant will be limited to less than one hundred fifty (150) man hours. Consultant shall regularly report to City the amount of man hours expended for construction administration services.

**IV. TASK SUMMARY, ADDITIONAL SPECIAL SERVICES.**

Not Applicable

**V. ITEMS NOT INCLUDED IN THE ADDITIONAL SCOPE OF SERVICES.**

- A. **Additional Services not included in the existing Scope of Additional Services**  
– City and Consultant agree that the following services are beyond the Scope of Additional Services described in the tasks above. However, Consultant can provide these services, if needed, upon the City's written request. Any additional amounts paid to the Consultant as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These Additional Services include the following:
1. Any services designated by this Scope of Additional Services as outside of the scope of Amendment Number Two.

**EXHIBIT M**  
**ADDITIONS TO PROJECT BUDGET SUMMARY**  
**SH289 (PRESTON ROAD) INTERSECTION AND TRAFFIC SIGNAL IMPROVEMENTS**  
**AND SH121 SBFR AT OHIO DRIVE TURN LANE IMPROVEMENTS**

**I. Basic Services**

<b>A. Surveying Services</b>	<b>\$ 9,000.00</b>
<b>B. Environmental Document</b>	<b>\$ 6,500.00</b>
<b>D. Design Plans/Bid Phase Support</b>	<b>\$ 23,500.00</b>
<b>E. Bid Phase Services</b>	<b>\$ 2,000.00</b>
<b>F. Construction Administrative Services</b>	<b><u>\$ 20,000.00</u></b>
<b><i>Subtotal Basic Services</i></b>	<b><u>\$ 61,000.00</u></b>

**II. Grand Total (Lump Sum, Not-To-Exceed)** **\$ 61,000.00**

**UPDATED PROJECT BUDGET SUMMARY**

Task	Description	Original Agreement	Amendment No. 1	Amendment No. 2	TOTAL
I.	Basic Services				
A.1	Surveying Services	\$26,150.00		\$9,000.00	\$35,150.00
A.2	Geotechnical Investigation	\$36,950.00			\$36,950.00
B.	Environmental Document	\$58,490.00		\$6,500.00	\$64,990.00
C.1	Schematic Plans	\$15,250.00			\$15,250.00
C.2	Right of Way Documents	\$32,510.00			\$32,510.00
D.1	Plans Adequate for Utility Coordination (60%)	\$123,000.00			\$123,000.00
D.2	Final Design/Construction Plans (95%)	\$88,670.00		\$20,500.00	\$109,170.00
D.3	Bid Documents	\$15,230.00		\$3,000.00	\$18,230.00
E.	Bid Phase Services	\$10,000.00		\$2,000.00	\$12,000.00
F.	Construction Administration Services	\$0.00		\$20,000.00	\$20,000.00
G.	Completion of Record Documents	\$10,000.00			\$10,000.00
H.	TxDOT Row Documentation	\$0.00	\$55,085.00		\$55,085.00
II.	Special Services	\$0.00			\$0.00
III.	Direct Expenses	\$13,665.00			\$13,665.00
<b><i>Grand Total</i></b>		<b>\$429,915.00</b>	<b>\$55,085.00</b>	<b>\$61,000.00</b>	<b>\$546,000.00</b>

**EXHIBIT N  
AFFIDAVIT**

THE STATE OF TEXAS                   §  
   §  
THE COUNTY OF COLLIN                   §

I, Dennis Satre, a member of the Consultant team, make this affidavit and hereby on oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision on the Project (Check all that apply):

- Ownership of ten percent (10%) or more of the voting shares of the business entity.
- Ownership of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) or more of the fair market value of the business entity.
- Funds received from the business entity exceed ten percent (10%) of my income for the previous year.
- Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty-Five Thousand and 00/100 Dollars (\$25,000.00).
- A relative of mine has substantial interest in the business entity or property that would be affected by my business decision of the public body of which I am a member.
- Other: \_\_\_\_\_
- None of the Above.

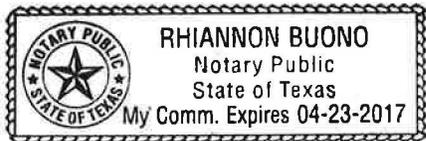
Upon filing this affidavit with the City of Frisco, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573, TEX. GOV'T CODE, as amended, is a member of a public body which took action on the agreement.

Signed this 13 day of October, 2016.

Dennis Satre vice-president  
Signature of Official / Title

**BEFORE ME**, the undersigned authority, this day personally appeared Dennis Satre and on oath stated that the facts hereinabove stated are true to the best of his / her knowledge or belief.

Sworn to and subscribed before me on this 13<sup>th</sup> day of October, 2016.



Rhiannon Buono  
Notary Public in and for the State of Texas  
My commission expires: April 23, 2017

**EXHIBIT O  
CITY OF FRISCO  
CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ**

<p><b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity</p>	<p><b>FORM CIQ</b></p>
<p><small>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</small></p> <p><small>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</small></p> <p><small>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</small></p> <p><small>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</small></p>	<p><b>OFFICE USE ONLY</b></p> <hr/> <p>Date Received</p>
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p> <p align="center" style="font-size: 1.2em;">N/A</p>	
<p><input checked="" type="checkbox"/> <b>2</b> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>	
<p><b>3</b> Name of local government officer about whom the information is being disclosed.</p> <p align="center">_____</p> <p align="center">Name of Officer</p>	
<p><b>4</b> Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p align="center" style="margin-left: 40px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p align="center" style="margin-left: 40px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p>	
<p><b>5</b> Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>	
<p><input type="checkbox"/> <b>6</b> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>	
<p><b>7</b></p> <p align="center">            _____            Signature of vendor doing business with the governmental entity         </p> <p align="right" style="margin-right: 100px;">           _____            11/13/16            Date         </p>	