

AMENDMENT #3 TO PROFESSIONAL SERVICES CONTRACT

STATE OF TEXAS	§	CONTRACT NUMBER: 2019-06-32-03
	§	CONSTRUCTION PHASE SERVICES FOR
COUNTY OF LUBBOCK	§	WOODROW ROAD: INDIANA AVE
		TO US 87

THIS IS THE THIRD AMENDMENT TO THE AGREEMENT dated and entered into the 10th day of June 2019 by and between the County of Lubbock, Texas "Client" and Kimley-Horn and Associates, Inc. "ENGINEER", for providing construction phase services for Woodrow Road between Indiana Avenue and US 87, "Project".

The following terms and conditions of the Contract are hereby amended as follows:

- I. Exhibit D – Scope of Services, is amended by adding **Exhibit D-3**, which is attached to this Amendment
- II. Exhibit E – Fees and Expenses, is amended by adding **Exhibit E-3**, which is attached to this Amendment
- III. The maximum amount payable under this contract is increased by **\$200,000** from **\$5,265,400** to **\$5,465,400**.
The increase in the maximum amount payable is for the purpose of funding the following additional work, all of which is 100% local participation: **Provide Construction Phase Services for Woodrow Road Phase 1 from Indiana Avenue to US 87.**

All other portions of the original Agreement and previous Amendments, if any, shall remain in place and are not altered by this amendment.


Now, therefore, the Client and ENGINEER agree to the terms of this THIRD AMENDMENT:

IN WITNESS HEREOF, the parties have executed this Agreement as of this ___ day of _____, 2023.

LUBBOCK COUNTY, TEXAS:

KIMLEY-HORN AND ASSOCIATES, INC.:

Curtis Parrish
County Judge



Scott Arnold, P.E.
Vice President

Date Signed: _____

Date Signed: November 6, 2023

Continued on following page

ATTEST:

Kelly Pinion
Lubbock County Clerk

REVIEWED FOR CONTENT:

Jennifer Davidson, P.E., CFM
Director of Public Works

REVIEWED FOR FORM ONLY:

Jennifer Slack
Civil Division
Lubbock County District Attorney's Office

**EXHIBIT D-3
AMENDMENT 3 SCOPE OF SERVICES
FOR WOODROW ROAD
FROM INDIANA AVENUE TO US 87
CSJ: 0905-06-116
LUBBOCK COUNTY**

DESCRIPTION OF ADDITIONAL WORK

Kimley-Horn (ENGINEER) and/or subcontractors will provide the construction phase services for Lubbock County (Client) specifically stated below:

Construction Phase Services

ENGINEER will spend up to 4 hours a month to manage subconsultants, administer monthly reports and correspondence, respond to up to 14 reasonable and appropriate Contractor requests for information, address up to 38 reasonable and appropriate field/sheet revisions for change orders, excluding PS&E errors and omissions, and attend up to 1 meeting a month with Client, TxDOT and contractor, for up to 30 months of construction.

Construction schedule review. It is understood that TxDOT will provide oversight and management of the Contractor's construction schedule for the entire duration of the project. ENGINEER will provide a baseline schedule review, including one revision recommendation and one virtual meeting to discuss with TxDOT and the Client. ENGINEER will provide one monthly schedule review, as needed, for up to 30 months of construction. ENGINEER will provide up to 50 hours of time impact analysis (TIA). Due to the variability of construction, hours provided are a maximum amount estimate. Any additional effort shall be considered additional services and/or shall be billed hourly as effort is expended.

Site Visits and Construction Observation. Subconsultant will make weekly site visits, 10 hours per week, for up to 17 months of construction, to observe the progress of the work. Observations will not be exhaustive or extend to every aspect of the Contractor's work, but will be limited to spot checking, and similar methods of general observation. Based on the site visits, subconsultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Document and keep ENGINEER and Client informed of the general progress of the work. Any additional time or effort shall be considered additional services and/or shall be billed hourly as effort is expended.

**Upon completion of construction observation task, Client will review project budget and may amend current contract or incorporate remaining Woodrow Road Phase 1 construction observation effort into Woodrow Road Phase 2 construction observation effort.*

ENGINEER and/or subconsultant will not supervise, direct, or control Contractor's work, and will not have authority to stop the work or responsibility for the means, methods, techniques, equipment choice and use, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for failure of Contractor to comply with laws. ENGINEER and/or subconsultant does not guarantee Contractor's performance and has no responsibility for Contractor's

failure to perform in accordance with the contract documents.

ENGINEER and/or subconsultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement.

Conferences and Meetings. ENGINEER and/or subconsultant will attend up to 1 meeting per month, for up to 30 months or 17 months, respectively, of construction, with Contractor such as preconstruction conferences, progress meetings, job conferences and other project-related meetings as directed by Client.

Reports. ENGINEER and/or subconsultant will furnish to Client monthly reports as required of progress of the work and of contractor's compliance with the progress schedule. ENGINEER and/or subconsultant will notify Client of the occurrence of any site accidents, emergencies, acts of God endangering the work, damage to property by fire or other causes, or the discovery of any constituent of concern.

Completion. ENGINEER and/or subconsultant will participate in a substantial completion inspection and witness the preparation of lists of items to be completed or corrected and participate in a final inspection in the company of Client, TxDOT and Contractor. Engineer and/or subconsultant will observe whether all items on the final list have been completed or corrected and make recommendations to Client concerning acceptance. Client will coordinate approval or disapproval of final inspection with TxDOT.

Defective Work. ENGINEER shall recommend to Client that contractor's work be disapproved while it is in progress if ENGINEER believes that such work will not produce a completed project that generally conforms to the contract documents. Client will coordinate approval or disapproval with TxDOT.

Clarifications and Interpretations. ENGINEER will respond to up to 14 reasonable and appropriate Contractor requests for information made in accordance with the contract documents and issue necessary clarifications and interpretations. Any orders authorizing variations from the contract documents will be made by TxDOT and approved by Client.

Change Orders/Field Revisions. With coordination and concurrence from Lubbock County, TxDOT shall be responsible for the coordination and preparation of change orders or field revisions to the contract documents and will review and make recommendations related to change orders or field revisions submitted or proposed by the Contractor. ENGINEER will assist with up to 38 reasonable and appropriate field/sheet revisions related to change orders or field revisions to the contract documents.

Substitutes and "or-equal." TxDOT shall be responsible to evaluate the acceptability of substitute or "or-equal/equivalent" materials and equipment proposed by Contractor in accordance with the contract documents. Upon being notified, ENGINEER and/or subconsultant will notify Client of the occurrence of any substitutes and "or-equal" recommendations by the Contractor.

Limitation of Responsibilities. ENGINEER and/or subconsultant shall not be responsible for the acts or omissions of any contractor, or of any of their subcontractors, suppliers, or of any other individual or

entity performing or furnishing the Work. ENGINEER and/or subconsultant shall not have the authority or responsibility to stop the work of any contractor.

Record Drawings. TxDOT shall be responsible for the preparation of record drawings, upon final inspection and completion of construction. As an additional service if required, ENGINEER will prepare record drawings showing significant changes reported by the Contractor or made to the design by TxDOT. Record drawings are not guaranteed to be as-built but will be based on information made available.

**EXHIBIT E-3
SCHEDULE OF FEES**

Task Description	Kimley-Horn	Hugo Reed	Atlas	Total
Construction Phase Services	\$91,100	\$10,000	\$98,900	\$200,000
Total	\$91,100	\$10,000	\$98,900	\$200,000

The ENGINEER will not exceed the total maximum labor fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. The ENGINEER reserves the right to reallocate amounts among tasks as necessary. Labor fee will be billed on an hourly basis according to our then-current rates. As to these tasks, direct reimbursable expenses such as express delivery services, fees, travel, and other direct expenses will be billed at 1.00 times cost. Fee above includes expenses such as telecommunications, in-house reproduction, postage, project related computer time, and local mileage.

CONTINGENT ADDITIONAL SERVICES

EXTRA SERVICES

Services not specifically identified in the Scope of Services above shall be considered extra services and shall be performed on an individual basis upon authorization by the Client. Fees for such services shall be negotiated with the Client prior to receiving written authorization from the Client to begin work. Extra services include, but are not limited to, the following:

- Change orders, design modifications and field revisions above what is outlined in the scope.
- Major change orders or design modifications
- Construction schedule review efforts above what is outlined in the scope.
- Time Impact Analysis (TIA) hours or efforts above what is outlined in the scope.
- Substitutes or “or-equal/equivalent” coordination and/or decisions
- Record drawings
- Condemnation and Relocation Services
- Existing water or sanitary sewer relocations
- Proposed water or sanitary sewer installations
- Landscape design
- Irrigation design
- Design of structural retaining walls
- Environmental analyses or reports

- Preparation for and attendance at public meetings or public hearing
- Assist the Client as an expert witness in litigation about the project or in hearings before approving and regulatory agencies
- Redesign to reflect project scope changes requested by the Client or TxDOT, required to address changed conditions or change in direction previously approved by the Client or TxDOT, mandated by changing governmental laws, or necessitated by the Client or TxDOT's acceptance of substitutions proposed by the contractor