

**PROFESSIONAL SERVICES AMENDMENT #1
BETWEEN THE CITY of MANSFIELD, TEXAS, AND PEAK PROGRAM VALUE, LLC
FOR THE ANIMAL CARE & SERVICE CENTER FACILITIES**

This Amendment for to the existing Professional Services Agreement, hereinafter called "Amendment," is entered into by the **City of Mansfield, Texas**, a municipal corporation, duly authorized to act by the City Council of said City, hereinafter called "City", and **Peak Program Value, LLC**, a company authorized to do business in Texas, acting through a duly authorized officer, hereinafter called "Consultant," relative to Consultant providing professional services to City. City and Consultant when mentioned collectively shall be referred to as the "Parties."

WITNESSETH:

WHEREAS, the City previously engaged the services of the Consultant in connection with, among other projects, the **Animal Care & Service Center Facilities**, hereinafter called "Project"; and

WHEREAS, the Parties previously entered into an professional services agreement regarding this Project (and other projects) on or about May 29, 2024, in the amount of six hundred and ninety -two thousand, four hundred and sixty dollars (\$692,460), hereinafter called the "Original Agreement"; and

WHEREAS, the Parties now desire to amend the Original Agreement to increase the scope of services and compensation provided to include project control services during Construction of the Project.

For the mutual promises and benefits herein described, City and Consultant agree to amend the Original Agreement as follows:

1. **Additional Services to be Performed by Consultant.** The Parties agree that Consultant shall perform such additional services as are set forth and described in **Exhibit A1 – Scope of Services & Compensation** and incorporated herein as if written word for word. All references in the Original Agreement to "Exhibit A" are hereby amended to state "Exhibits A and A1."

2. **Additional Compensation of Consultant.** City agrees to pay to Consultant for the satisfactory completion of all services included in this Amendment a total additional fee of four hundred eighty-five thousand and ninety-three dollars (\$485,093) for the additional services as set forth and described in **Exhibit A1 – Scope of Services & Compensation** and incorporated herein as if written word for word. All references in the Original Agreement to "Exhibit A" are hereby amended to state "Exhibits A and A1."


3. **Revised Compensation for Consultant's Services.** Article 2 of the Original Agreement is hereby amended to increase Consultant's total compensation by deleting six hundred and ninety -two thousand, four hundred and sixty dollars (\$692,460) and replacing it with one million, one hundred seventy-seven thousand, five hundred and fifty-three dollars (\$1,177,553).

4. **Original Agreement.** All other provisions and terms of the Original Agreement shall remain in full force and effect and this Amendment to the Original Agreement shall in no way release, affect, or impair any other provision or responsibility contained in the Original Agreement.

IN WITNESS WHEREOF, the Parties, having read and understood this Amendment, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the _____ day of _____, 20____.

PEAK PROGRAM VALUE, LLC

CITY of MANSFIELD, TEXAS

By: 

Signature

By: _____
Signature

Chris Squadra
Printed Name

Matt Jones
Printed Name

Principal
Title

Assistant City Manager
Title

August 19, 2024
Date

Date

EXHIBIT A1
SCOPE OF SERVICES & COMPENSATION

The scope of services and compensation are on the following pages.



**City of Mansfield's Capital Projects Program
Peak Program Value, LLC Professional Services Agreement -Amendment #01**

Updated 19 AUG 2024
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Service Item #	Description	Level of Service			Comments
	PSA Amendment # 1 Exhibit A1 - Scope of Services & Compensation	Fire Station #1	City Hall	Animal Cntrl-Service Ctr	
		15 MAR 2024 to 14 NOV 2024	15 MAR 2024 to 14 OCT 2025	15 MAR 2024 to 15 AUG 2024	
1.0	Preconstruction	9 Months	22 Months	6 Months	
1.A	Project Discovery, Goals & Project Definition				
1.B	Goal-setting, Scheduling & Information Management				
1.C	Cost Management				
1.D	Best Value Procurement Processes	One Time Tasks - Preconstruction (1.A, 1.B & 1.C)			314,830
1.E	Ongoing Preconstruction Services (through the Notice to Proceed for Construction)	22 Months		17,165	377,630
	Total Fee for One Time & Ongoing Preconstruction Services (22 Months) (Current Contract Amount)				692,460

	Total Fee for One Time & Ongoing Preconstruction Services (by Project)	103,870	380,850	207,740	
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2.0	Additional Services for Animal Care & Service Center Construction	Fire Station #1	City Hall	Animal Cntrl-Service Ctr	
		N/A	N/A	16 AUG 2024 to 15 FEB 2025	
2.A	One Time Tasks - Set Up Project Controls & Information Management Systems				Concurrent w/2.B Below
.01	Cost Management Options Review	Not Authorized		✓	
.02	Schedule Management Options Review	Not Authorized		✓	
.03	Information Management Options Review	Not Authorized		✓	
.04	Set Up the Chosen Systems, Processes & Tools for Tracking:	Not Authorized		✓	
.1	Budgets Against Commitments	Not Authorized		✓	
.2	Proposed Change Orders	Not Authorized		✓	
.3	Pending Commitments	Not Authorized		✓	
.4	GC, Design Team, and Consultant Contract Changes	Not Authorized		✓	
.5	Contingency Use Log(s)	Not Authorized		✓	
.6	Commitments vs. Budget	Not Authorized		✓	
.7	Payments vs. Commitments	Not Authorized		✓	
.05	Set Up Buyout Savings Tracking Process with GC	Not Authorized		✓	
.06	Set Up the Allowances & Furnishings/Equipment Budget Tracking System	Not Authorized		✓	
.07	Review Project Controls Systems with Team	Not Authorized		✓	
.08	Project Controls Systems Training for Architect & Owner Team	Not Authorized		✓	
	One Time Tasks - Set Up Project Controls & Information Management Systems				25,253
2.B	Ongoing Project Control Services - Cost, Schedule & Information Management				
.01	Ongoing Cost Management	Not Authorized		✓	
.02	Ongoing Schedule Management	Not Authorized		✓	
.03	Ongoing Information Management	Not Authorized		✓	
.04	Meetings During Construction:	Not Authorized			
.1	Project Executive	Not Authorized		Monthly	
.2	Senior Project Manager	Not Authorized		N/A	
.3	Project Manager	Not Authorized		4X per Month	
.4	Assistant PM	Not Authorized		N/A	
.05	Review Project Status & Interview Team Members	Not Authorized		✓	
.06	Read Weekly Meeting Minutes & Status Logs	Not Authorized		✓	
.07	Reporting to Owner	Not Authorized		4X per Month	
.08	Review Applications for Payment Monthly:	Not Authorized		✓	
.1	Note Compliance with the Contract and Standards of the Industry	Not Authorized		✓	
.2	Compare Scheduled/Completed Work vs. Amount Billed	Not Authorized		✓	
.3	Review Appropriateness of Contingency Reallocations	Not Authorized		✓	

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Service Item #	Exhibit A1 - Scope of Services & Compensation (continued)	Level of Service		Comments
.4	Validate Proper Documentation of Expenditures	Not Authorized	✓	
.5	Track Use of Allowances	Not Authorized	✓	
.6	Track Invoices for Furnishings & Equipment	Not Authorized	✓	
.7	Confirm Buyout Savings Status	Not Authorized	✓	
.09	Update Owner's Budget	Not Authorized	✓	
.10	Maintain and Update Project Budget Tracking System	Not Authorized	✓	
.11	Publish Monthly Reports wExecutive Summary + Detailed Findings	Not Authorized	✓	
.12	Establish Schedule Tracking Procedures	Not Authorized	✓	
.13	Validate GC's Proposed Change Requests (up to a Max of 5.0% of GC's Contract Amount)	Not Authorized	5.0%	
	(5.0 % CO Max is Calculated on GMP without Owner's Owner's Contingency Included)	Not Authorized		
	(Evaluating & Negotiating COs Above this 5.0 % Amount is an Additional Service)	Not Authorized		
.14	Validate Project Turnover, Start-up, Owner Move-in, and Closeout Procedures	Not Authorized	✓	
	Services Duration = Currently Proposed Schedule; Extensions Calc'd at Monthly Rate Below	Not Authorized		
	Ongoing Project Control Services - Cost, Schedule & Information Management @ 76,640/MO	6 Months	459,840	
2.C	Owner Stakeholder Management	6 Months	with 2.B Above	
.01	Provide Direct Interface with End-users and Other Stakeholders as Required	Not Authorized	✓	
.02	Align the Owner's Team with PPV's Role, Tools, Reporting Rhythm & Reconciliation Process	Not Authorized	✓	
.03	Maintain a Single Point of Project Contact for the Owner Team	Not Authorized	✓	
.04	Plan, Coordinate & Lead Project Update Meetings & Status Report Distribution for Above	Not Authorized	✓	
.05	Provide a Public Communication Plan for Neighborhoods & Community-wide Citizens	Not Authorized	✓	
.06	Assist Staff in Coordination of Ground-breaking, Announcements & Press Conferences	Not Authorized	✓	
.07	Coordinate Design, Approval & Placement of Project Signage	Not Authorized	✓	
.08	Serve as the Owner's Point of Contact during Construction	Not Authorized	✓	
.09	Facilitate GC's Conducting Construction Update Meetings at Construction Site	Not Authorized	✓	
2.D	Quality Management	6 Months	with 2.B Above	
.01	Coordinate Project Close Out, including Obtaining Final As-Built Plans from Contractor	Not Authorized	✓	
.02	Monitor Construction Progress	Not Authorized	✓	
.03	Advise the Owner of Any Observations of Non-Conforming Work or Other Quality Concerns	Not Authorized	✓	
.04	Manage the Geotechnical Investigations and Develop Contracts for Geotechnical Firms	Not Authorized	✓	
.05	Review Results from Geotechnical Investigations	Not Authorized	✓	
.06	Review Contractor's Quality Control Plan	Not Authorized	✓	
.07	Provide Oversight of Owner's Quality Assurance Plan	Not Authorized	✓	
.08	Review Submittals Prepared by the Contractor & Processed by the Design Team	Not Authorized	✓	
.09	Coordinate Owner Staff Review of Submittals Where Required	Not Authorized	✓	
.10	Coordinate Owner Vendors, to Include Security, Data, Telecom, & Move Management	Not Authorized	✓	
.11	Coordinate Furnishings Installation (Furnishings Procurement by Others)	Not Authorized	✓	
.12	Coordinate Owner's Architect's Site Visits & Facility's Punchlist Distribution/Tracking	Not Authorized	✓	
.13	Monitor Contractor's Completion of Punchlist Items & Architect's Confirmation of Same	Not Authorized	✓	
.14	Coordinate Owner's Commissioning Consultant's Site Visits & Review Reports	Not Authorized	✓	
.15	Monitor Contractor's Compliance w/Commissioning Consultant's Findings & Final Cx Report	Not Authorized	✓	
.16	Coordinate Turnover of Closeout Documentation & Project Information Management System	Not Authorized	✓	
.17	Coordinate Owner's Architect's 11 Month Warranty Site Visit & Distribution Findings	Not Authorized	✓	

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Service Item #	Exhibit A1 - Scope of Services & Compensation (continued)	Level of Service		Comments
2.E	Support Services for Other Owner Project Management Responsibilities	6 Months	with 2.B Above	
.01	Work with Owner to Issue "Notice(s) to Proceed" on Appropriate Phase(s)	Not Authorized	✓	
.02	Coordinate TAS Consultant's Site Visit(s) & Review TAS Consultant's Findings	Not Authorized	✓	
	Support Services for Other Owner Project Management Responsibilities			
	Added Fee for Construction Services - One Time Tasks + Ongoing Tasks	6 Months	16 AUG to 15 FEB 2025	485,093

2.E	Value Added Services for the Amental Control & Service Center Facilities at the City's Option: 16 FEB to 15 AUG 2025			
	Ongoing Project Control Services - Cost, Schedule & Information Management @ 76,640/MO	6 Months	459,840	
	Services Above for 16 FEB to 15 AUG 2025 are Not Approved by the City Unless Separately Authorized in Writing.			
	Added Fee for Construction Services - Ongoing Tasks	6 Months	16 FEB to 15 AUG 2025	Not Authorized

3.0	Task Order Clarifications & Exclusions			
.01	Safety Plan and Logistics Coordination Are Solely the Responsibility of the Contractor	Excluded	Excluded	Excluded
.02	Quality Management of Materials & Installation Are Solely the Responsibility of the Contractor	Excluded	Excluded	Excluded
.03	Consultant Will Be Performing Onsite Observations, not Continuous or Exhaustive Inspections	Excluded	Excluded	Excluded
.04	Consultant Will Not be Held Responsible for Contractor's or Vendor's Nonconforming Work	Excluded	Excluded	Excluded
.05	Consultant is Not Responsible for Architect's or Contractor's Failure to Perform	Excluded	Excluded	Excluded
.06	Fees Req'd by Architect's or Contractor's Failure to Perform or Project Delays are Add Services	Excluded	Excluded	Excluded
.07	Design, Procurement, and Delivery of Furnishings is by Others	Excluded	Excluded	Excluded
.08	Design, Procurement, and Delivery of Security, Data, Telecom Equipment is by Others	Excluded	Excluded	Excluded
.09	Services Not Checked in Sections Above (Even if Shown as Line Items) Are Excluded	Excluded	Excluded	Excluded
.10	Consultant Expects Reasonably Prompt Response to RFIs & Access to Clients Project Info	Required	Required	Required
.11	Consultant & Client will Mutually Agree on a Project Communication/Approval Plan & Follow It	Required	Required	Required