Life Connected.

CITY COUNCIL SPECIAL MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, DECEMBER 15, 2020
5:00 PM

AGENDA

I. CALL TO ORDER:

II. CANVASS:

A. Consider and act upon approval of canvass documents for the December 8, 2020, General Election Run Off results. (Tarrant)

III. ACTION:

A. Consider and act upon a resolution of the City Council of the City of Celina, Texas supporting Collin County's contract award for the construction of Frontier Parkway from the Dallas North Tollway to Preston Road (SH 289) per the Interlocal Agreement dated May 8, 2018. (Brawner)

IV. ADJOURN:

City Council Chambers is wheelchair accessible. Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services such as interpreters for persons who are deaf, or hearing impaired, or readers of large print, are requested to contact the City Secretary's Office at 972-382-2682, or fax 972-382-3736 at least two (2) working days prior to the meeting so that appropriate arrangements can be made.

The City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by the Texas Government Code, Chapter 551. "I, the undersigned authority do hereby certify that the Notice of Meeting was posted on the bulletin board at City Hall of the City of Celina, Texas, a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time: _____ at ____ p.m. and remained so posted continuously for at least 72 hours prior to the scheduled time of said meeting."

Vicki Tarrant

Vicki Tarrant, TRMC
City Secretary, City of Celina, TX

_____
Date Notice Removed

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City Secretary
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Vicki Tarrant, City Secretary
CC: Jason Laumer, City Manager
Date: December 15, 2020
Re: General Election Run Off Canvass

Action Requested:
Consider and act upon approval of canvass documents for the December 8, 2020, General Election Run Off results. (Tarrant)

Background Information:
The annual General Election was held on Tuesday, November 3, 2020, for the purpose of electing a mayor, a Council Member for Place 4, and a Council Member for Place 5. Vote counts from Collin and Denton Counties indicated the necessity for a Run-Off Election for Council Place 4, with no candidate receiving a majority. This Run-Off Election was held on December 8, 2020. ***Canvass documents were not available at time of posting. Final numbers will be available at the meeting. Below is the unofficial tabulation at present and may change slightly by any validated provisional votes.***

Place 4	Collin Co.	Denton Co.	*Total Votes Received	Total Cast 1178 (1 undervote)
Wendie Wigginton	685	21	706	59.93%
Ben Hangartner	471	0	471	39.98%

Board Review/Citizen Input:
N/A

Alternatives:
N/A

Financial Considerations:
N/A

Legal Review:
N/A

Supporting Documents:
*Canvass documents certified by Collin County and Denton County Election Administrators will be available at

the meeting.

Staff Recommendation:

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Engineering
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Kim Brawner, Executive Director of Public Services
Date: December 15, 2020
Re: Frontier Parkway - Preston Road (SH 289) to North Dallas Parkway

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Action Requested:
Consider and act upon a resolution of the City Council of the City of Celina, Texas supporting Collin County's contract award for the construction of Frontier Parkway from the Dallas North Tollway to Preston Road (SH 289) per the Interlocal Agreement dated May 8, 2018. (Brawner)

Background Information:
In May 2014, the City of Celina entered into an Interlocal Agreement with the Town of Prosper and Collin County to reconstruct Frontier Parkway from two lanes to four lanes. In July 2014, Celina City Council passed a resolution opposing the construction of a grade separated bridge over BNSF railroad. In April 2017, Celina City Council reversed its decision and passed a resolution supporting the construction of a grade separated bridge over BNSF railroad. In October 2018, Celina City Council agreed to fund the cost difference in design and construction of the grade separation to expedite the project.

As expected, the cost of the Frontier Parkway has increased over the course of the project design. Below is a summary of the cost increases (in millions of dollars):

- July 2014 = $16 M
- March 2017 = $22 M
- January 2018 = $18 M
- October 2018 = $20 M
- June 2019 = $28 M
- March 2020 = $33 M
- November 2020 = $31 m

Cost increase can be attributed to overall construction cost increases, the addition of a grade separation at the BNSF railroad and the increase in right of way costs. The City has secured an additional $1 million dollars from NCTCOG to cover the additional cost for the BNSF grade separation. The additional construction and ROW costs area being shared equally between the three partners.

Collin County bid Project 2020-303 as a competitive sealed bid proposal on September 22, 2020 and closed the bid on October 22, 2020. The County received 5 bids and Mario Sinacola was the apparent low bidder.

Board Review/Citizen Input:
N/A

Alternatives:
City Council could decide to not proceed with the project.

Financial Considerations:
Currently, the City of Celina has $2 million dollars allocated from the 2018 Bond Funds and $3 million dollars allocated from the 2021 Bond Funds. The City has an additional funds allocated from General Fund and Capital Fees.

Legal Review:
N/A

Supporting Documents:
Cost Estimate 11.06.20
Paving Plans

Staff Recommendation:
Staff recommends approval of the resolution.

INTERLOCAL AGREEMENT
BETWEEN
COLLIN COUNTY, THE TOWN OF PROSPER AND THE CITY OF CELINA
CONCERNING THE DESIGN AND CONSTRUCTION OF
FRONTIER PARKWAY FROM THE DALLAS NORTH TOLLWAY TO PRESTON ROAD (SH 289)

WHEREAS, the County of Collin, Texas (the "County"), the Town of Prosper, Texas ("Prosper") and the City of Celina, Texas ("Celina"), (Prosper and Celina herein sometimes collectively referred to as "The Municipalities"), desire to enter into this agreement concerning the design and construction of improvements to Frontier Parkway from the Dallas North Tollway to Preston Road (SH 289) (the "Project") in the Town of Prosper and the City of Celina, Collin County, Texas; and

WHEREAS, the Interlocal Cooperation Act (Texas Government Code Chapter 791) authorizes any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, the County, Prosper and Celina have determined that the improvements related to the Project may be designed and constructed most economically by implementing this Interlocal Agreement (ILA) for Collin County to administer the Project; and

WHEREAS, this ILA shall provide the terms and conditions of the funding participation of the three parties; and

WHEREAS, the parties hereto have investigated and determined that is in the best interest of each of their respective jurisdictions to enter into this ILA.

NOW, THEREFORE, this ILA is made and entered into by and between the County, Prosper, and Celina upon and for the mutual consideration stated herein, the receipt and sufficiency of which is hereby acknowledged:

WITNESSETH:

ARTICLE I.

The Project shall consist of widening Frontier Parkway from the Dallas North Tollway to Preston Road (SH 289) from 2 lanes to 4 lanes. More specifically, the roadway will be 4 lanes with a median that allows for future expansion to 6 lanes. The project includes a bridge over the Burlington Northern Santa Fe Railroad that will be approximately 555 feet long that will be wide enough for the full 6 lanes with 8-foot sidewalks on both sides. The drainage will generally be curb inlets, storm sewer and culverts; however, there will be a large drainage channel on the south side of the roadway between Frontier Park and the Dallas North Tollway. The Project will be administered by Collin County.

ARTICLE II.

Collin County estimated the total project cost to be $21,750,000 in March, 2017. An additional amount of $805,000 is added to this estimate to allow for escalation of construction prices until the end of 2018, for a total estimated 2018 project cost of $22,555,000. The County, Prosper and Celina shall share the costs as follows:

- Prosper shall be responsible for a payment to Collin County of $3,650,000 plus one-third of the difference between the actual total project cost for the four-lane bridge alternate and $16,000,000.
- Collin County allocated $3,973,868 to Celina for this project. An initial transfer was made to Celina in the amount of $477,404. Celina shall be responsible for a re-payment to Collin County of the portion of this initial transfer which has not been already paid toward the project.
- Celina shall be responsible for a payment to Collin County of $4,350,000 in Regional Toll Revenue (RTR) funds which were allocated to this project for the benefit of both municipalities but for which Celina executed the contract with Texas Department of Transportation (TxDOT) for these funds. paid by check # 39481 on 11/5/18
- Celina shall be responsible for a payment to Collin County of one-third of the difference between the actual total project cost for the four-lane bridge alternate and $16,000,000, except that Celina will also be responsible for payment of the cost to design a six-lane bridge in addition to a four-lane bridge as well as the full amount of the difference in construction cost between a six-lane bridge and a four-lane bridge as determined by the difference between the base bid and alternate bid. Funded by RTR per letter 4/8/20 ($1,016,199)

Attachment: Executed Interlocal-5_8_2018 (Resolution of suppport for Frontier Parkway Construction)

- $4,000,000 in additional RTR funds have been made available to the project. Collin County will be responsible for acquiring those funds for use on the project.
- The County shall also be responsible to provide one-third of the difference between the actual total project cost for the four-lane bridge alternate and $16,000,000.

There may be additional features to the Project that will be solely for the benefit of Prosper and Celina, such as a traffic signal warrant study at the high school, street lighting, median irrigation and sidewalks. The scope of these features have not yet been defined. At such time as Prosper and Celina define the scope of these feature, they will be incorporated into the design and an amendment to this agreement will be required. While those features will be incorporated into the design and construction of the Project, the cost of those features will be shared by Prosper and Celina according to the proportional value to each municipality. Prosper and Celina will be responsible to pay Collin County the amounts determined to be owed by each party for the design and construction of these features.

ARTICLE III.

TIMING.

1. Celina shall remit $4,350,000 (the RTR funds) to Collin County within 90 days of the execution of this agreement. done

2. Prosper shall remit $3,650,000 to Collin County within 90 days of the execution of this agreement.

3. Celina shall remit within 90 days of the execution of this agreement the amount of Collin County bond funds that have been transferred to Celina but which have not been expended on this Project. done

4. Celina shall remit within six months of the execution of this agreement the amount to design a six-lane bridge in addition to a four-lane bridge as agreed to by Celina and Collin County in a separate document based on a design proposal from the design engineer. done by check #71048 on 4/9/20

5. After the determination of the final probable cost of construction by the design engineer, all three entities will have the opportunity to review the estimated total project cost. If the estimated total project cost exceeds $22,555,000 plus the amount agreed to for optional additional features referred to in Article II by more than ten percent, then each entity will have the right to terminate its further participation in the project within 60 days of notification of the final probable cost of construction. If one party terminates its participation, the other two entities have the right to terminate participation as well, or contribute equally to fund the difference. If Celina terminates its further participation, the RTR funds from Celina and the Celina County bond funds will remain in the project fund for contribution towards the construction of the project by the other two entities. If Prosper terminates its further participation, the $3,650,000 from Prosper to remain in the project fund for contribution towards the construction of the project by the other two entities. If the overpass is removed from the scope of the project, then Prosper is entitled to reimbursement of the $3,650,000.

6. If the estimated total project cost does not exceed the amount defined in Paragraph 5 of this article the project will be scheduled to be advertised for bidding within 120 days of notification of the final probable cost of construction to all three parties.

7. If the lowest responsible bid exceeds an amount that causes the total project cost to exceed the amount defined in Paragraph 5 of this article by more than ten percent, then each entity will have the right to terminate its further participation in the project within 30 days of the opening of the bid. If one party terminates its participation, the other two entities have the right to terminate participation as well, or contribute equally to fund the difference. If Celina terminates its further participation, the RTR funds from Celina and the Celina County bond funds will remain in the project fund for contribution towards the construction of the project by the other two entities. If Prosper terminates its further participation, the $3,650,000 from Prosper to remain in the project fund for contribution towards the construction of the project by the other two entities. Only the further participation amount will be refunded to the terminating entity.

8. Prosper and Celina shall each remit to Collin County one-third of the difference between the actual alternate bid for the project with a four-lane bridge and $16,000,000 within 45 days of the opening of the bid, except that Celina may also remit the difference in construction cost between a six-lane bridge and a four-lane bridge as determined by the difference between the base bid and the alternate bid within 45 days of the opening of the bid.

9. At project "close-out", when the final construction amount is determined, an adjustment will be made to the amounts paid by Prosper and Celina. If the actual total project cost is less than the estimated amount as defined in Paragraph 5 of this article plus any amount the bid was over the final probable cost of construction, Collin County will refund one-third of the difference each to Prosper and Celina within 90 days. If the actual total project cost is more than the estimated amount plus the any amount the bid was over the final probable cost of construction, Prosper and Celina will each remit one-third of the difference to Collin County within 90 days.

Attachment: Executed Interlocal-5_8_2018 (Resolution of suppport for Frontier Parkway Construction)

10. If the Project is terminated per the provisions in Paragraphs 5 and 7 above, $3,650,000 will be refunded to Prosper and $8,350,000 in RTR funds will be refunded to TxDOT.

ARTICLE IV.

Celina is currently under contract with the Texas Department of Transportation (TxDOT) for use of the $4,350,000 in RTR funds. It is the intent of the County that Celina remain under contract to TxDOT and comply with all provisions of that agreement, while transferring the RTR funds to the County according to this agreement.

ARTICE V.

Collin County will enter into a contract with TxDOT for the use of the $4,000,000 and will fully comply with that agreement.

ARTICLE VI.

INDEMNIFICATION. TO THE EXTENT ALLOWED BY LAW, EACH PARTY AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER (AND ITS OFFICERS, AGENTS, AND EMPLOYEES) FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE), AND ANY OTHER LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO, OR RESULTING FROM ITS PERFORMANCE UNDER THIS ILA, OR CAUSED BY ITS NEGLIGENT ACTS OR OMISSIONS (OR THOSE OF ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR ANY OTHER THIRD PARTIES FOR WHOM IT IS LEGALLY RESPONSIBLE) IN CONNECTION WITH PERFORMING THIS ILA.

ARTICLE VII.

VENUE. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this ILA. The parties agree that this ILA is performable in Collin County, Texas and that exclusive venue shall lie in Collin County, Texas.

ARTICLE VIII.

SEVERABILITY. The provisions of this ILA are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this ILA is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the ILA shall be enforced as if the invalid provision had never been included.

ARTICLEIX.

ENTIRE AGREEMENT. This ILA embodies the entire agreement between the parties and may only be modified in a writing executed by all parties.

ARTICLE X.

SUCCESSORS AND ASSIGNS. This ILA shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. None of the parties will assign or transfer an interest in this ILA without the written consent of the other parties.

ARTICLE XI.

IMMUNITY. It is expressly understood and agreed that, in the execution of this ILA, none of the parties waive, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against

Attachment: Executed Interlocal-5_8_2018 (Resolution of suppport for Frontier Parkway Construction)

claims arising in the exercise of governmental powers and functions. By entering into this ILA, the parties do not create any obligations, express or implied, other that those set forth herein, and this ILA shall not create any rights in parties not signatories hereto.

ARTICLE XII.

TERM. This ILA shall be effective upon execution by all parties and shall continue in effect annually until final written acceptance of the Project by all three parties. This ILA shall automatically renew annually during this period.

Attachment: Executed Interlocal-5_8_2018 (Resolution of suppport for Frontier Parkway Construction)

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____
Date: _____

COUNTY OF COLLIN, TEXAS

By: _____
Name: Keith Self
Title: County Judge
Date: 6/11/18
Executed on this the 11th day of June, 2018, by the County of Collin, pursuant to Commissioners' Court Order No. 2018-445-06-11.

ATTEST:

By: _____
Name: Robyn Battle
Title: Town Secretary
Date: 6/20/2018

TOWN OF PROSPER, TEXAS

By: _____
Name: Harlan Jefferson
Title: Town Manager
Date: 6/20/2018
Executed on behalf of the Town of Prosper pursuant to Town Council Resolution No. _____

APPROVED AS TO FORM:

By: _____
Name: Terrence S Welch
Title: Town Attorney
Date: 6/20/2018

ATTEST:

By: _____
Name: Vicki Faulkner
Title: City Secretary
Date: 06/28/2018

CITY OF CELINA, TEXAS

By: _____
Name: Jason Laumer
Title: City Manager
Date: 6-27-18
Executed on behalf of the City of Celina pursuant to City Council Resolution No. Council action May 8, 2018

APPROVED AS TO FORM:

By: _____
Name:
Title: City Attorney
Date: 7/3/18

Attachment: Executed Interlocal-5_8_2018 (Resolution of suppport for Frontier Parkway Construction)

COURT ORDER NO. 2018- 907 -10-15

THE STATE OF TEXAS

COUNTY OF COLLIN

Subject: Interlocal Agreement, City of Celina – Engineering

On **October 15, 2018,** the Commissioners Court of Collin County, Texas, met in **regular session** with the following members present and participating, to wit:

Keith Self		**County Judge, Presiding**
Susan Fletcher		**Commissioner, Precinct 1**
Cheryl Williams		**Commissioner, Precinct 2**
John D. Thomas		**Commissioner, Precinct 3**
Duncan Webb	**Not Present**	**Commissioner, Precinct 4**

During such session the court considered a request for approval of an Interlocal Agreement with the City of Celina.

Thereupon, a motion was made, seconded and carried with a majority vote of the court for approval of an Interlocal Agreement with the City of Celina for the Frontier Parkway Bridge Expansion. Same is hereby approved as per the attached documentation.

Keith Self, County Judge

Susan Fletcher, Commissioner, Pct. 1

Cheryl Williams, Commissioner, Pct. 2

John D. Thomas, Commissioner, Pct. 3

Not Present

Duncan Webb, Commissioner, Pct. 4

ATTEST:

Stacey Kemp, Ex-Officio Clerk
Commissioners Court
Collin County, T E X A S

Attachment: Executed Interlocal-10_15_2018 (Resolution of suppport for Frontier Parkway Construction)

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF CELINA AND COLLIN COUNTY
REGARDING FRONTIER PARKWAY BRIDGE EXPANSION

THE STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF COLLIN §

THIS INTERLOCAL AGREEMENT (the "Agreement") is entered into effective as of the 15 day of Oct., 2018 (the "Effective Date"), by and among the CITY OF CELINA, TEXAS, a home-rule municipality existing under the laws of the State of Texas (the "City"), and the COLLIN COUNTY, a political subdivision of the State of Texas (the "County") (each individually a "Party" or collectively the "Parties"):

WHEREAS, the County contracted with Birkhoff, Hendricks & Carter, LLP ("Engineer") for engineering services under an agreement known as Frontier Parkway Engineering Services Agreement Collin County Contract No. 2016-229 (Collin County Purchase Order No. 199212) (the "Contract") for design of Frontier Parkway, from the Dallas North Tollway (DNT) to S.H. 289, said improvements, including but not limited to, widening from 2 lanes to 4 lanes with a median that allows for future expansion to 6 lanes and a bridge over the Burlington Northern Santa Fe Railroad (BNSF Overpass), all of said improvements being known as Frontier Parkway (the "Project"), said Contract being attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the City and the County have determined that the future construction of Frontier Parkway will provide regional transportation benefits that are in the best interest of their citizens; and

WHEREAS, the City has requested schematic re-alignment and re-design of the North Access Road, connecting to and utilizing proposed Prairie Crossing Road and Street A as the Frontier Parkway detour during construction of the BNSF Overpass and the expansion of Frontier Parkway bridge from (4) lanes to (6) lanes (the "Expansion"); and

WHEREAS, the Engineer has submitted to the County and City an amendment known as Amendment No. 4 to the Contract (the "Amendment No. 4"), attached hereto as Exhibit "A-1" and incorporated herein for all purposes; and

WHEREAS, the County and City desire to cooperate in facilitating the completion of the Project and have agreed to share certain portions of the cost of design and construction for the Expansion with all of the design to be incorporated into the bidding and construction documents for the Project; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes local governmental entities to contract with one another to perform governmental functions and services under the terms thereof, and the City and the County have determined that mutual benefits and advantages can be obtained by formalizing their agreement

Attachment: Executed Interlocal-10_15_2018 (Resolution of suppport for Frontier Parkway Construction)

as to the separate and distinct issues of importance to them regarding the matters addressed in this Agreement.

NOW, THEREFORE, in consideration of these premises and the mutual benefits and advantages accruing to the City and the County, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

WITNESSETH:

ARTICLE 1 - TERM

The term of this Agreement shall begin from the Effective Date and end on completion of the Project and all Parties' obligations under this Agreement.

Either Party may terminate this Agreement without cause or penalty by giving thirty (30) days' advance written notice up until such time as a construction contract is awarded by the County to a contractor. The obligation of the Parties to pay any and all costs, if any, incurred under this Agreement prior to the effective date of termination shall survive such cancellation until performed or discharged by the Parties.

ARTICLE 2 - PROJECT

City and County agree to facilitate Expansion for the Project, only if the City consents in writing, to proceed with the expansion of Frontier Parkway bridge from four (4) lanes to six (6) lanes after obtaining competitive sealed bid alternatives for construction of the Expansion. The Parties understand and agree that City is not obligated under this Agreement to share in the cost of the construction of the Expansion unless City agrees in writing to proceed as indicated herein. Additionally, it is understood that the County may authorize all or parts of Amendment No. 4 without effect on other independent scope and fee items in said amendment.

ARTICLE 3 – ROLES AND GENERAL RESPONSIBILITIES OF THE PARTIES

3.1 The County agrees to provide the following:

A. Fund all costs associated with said Project and the Expansion, including for design, acquisition of right of way, utility relocation and adjustment, planning, engineering, surveying, construction and governmental approval costs according to the provisions of the executed Interlocal Agreement of the County, Celina and Prosper, Court Order No. 2018-445-06-11, and this agreement;

B. Construction agreement administration, site review, and permitting;

C. Seek competitive sealed bids for the construction of the Project and the Expansion, that includes a 6-lane bridge, and that includes a deductive "Alternate Project" bid package for a 4-lane bridge;

Attachment: Executed Interlocal-10_15_2018 (Resolution of suppport for Frontier Parkway Construction)

D. Interagency cooperation;

E. A monthly progress report documenting the percent completion of the Expansion shall be provided to the City;

F. County will notify the City on completion of the Expansion and Project; and

G. County will include the following language on all on-site public notice signage related to the Expansion: "This project is funded by the Collin County Commissioners Court, the Town of Prosper, and the City of Celina".

3.2 The City agrees to provide the following:

A. Funding for the re-design of the Project to include the full width BNSF Overpass (6-lanes) with 4-lane approaches as the "Base Project" with a deductive "Alternate Project" bid package for a 4-lane BNSF Overpass in an amount not to exceed **ONE HUNDRED TWENTY THOUSAND SEVEN HUNDRED DOLLARS ($120,700.00);**

B. Funding for additional bidding services (Increased scope to Base Bid Proposal for 6-lane BNSF Overpass and including analysis and recommendations for Alternate Bid Proposal for 4-lane BNSF Overpass in an amount not to exceed **EIGHT THOUSAND FOUR HUNDRED DOLLARS ($8,400.00)**;

C. Funding for Construction Administration Services Increased scope for 6-lane BNSF Overpass Construction including record drawings of the base construction if the City consents to the Expansion. The cost of the increased scope will be an amount not to exceed **EIGHTEEN THOUSAND AND NINETY-NINE DOLLARS ($18,099.00)**;

D. Funding for the construction cost for the Expansion if the City consents to the Expansion. The construction cost for the Expansion is currently estimated at **ONE MILLION THREE HUNDRED SIXTY-SEVEN THOUSAND NINE HUNDRED DOLLARS ($1,367,900.00).** However, the City, by consenting to the Expansion, agrees to pay the difference between the base bid and the deductive "Alternate Project" bid; and

E. Interagency cooperation.

ARTICLE 4 - PAYMENT

1. City agrees to remit $129,100.00 for the re-design and the additional bidding services to Collin County within 90 days of the execution of this agreement.

2. City agrees to communicate to the County in writing within 45 days from the date of receipt of bids whether or not the City consents to the Expansion. If the City consents to the Expansion, the City will remit $18,099.00 plus an amount equal to the difference between the base bid and the deductive "Alternate Project" bid within 60 days from the date of receipt of bids.

Attachment: Executed Interlocal-10_15_2018 (Resolution of suppport for Frontier Parkway Construction)

ARTICLE 5 – IMMUNITY

It is expressly understood and agreed that, in the execution of this Agreement, no Party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in Parties not signatories hereto.

TO THE EXTENT AUTHORIZED UNDER THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, AND WITHOUT WAIVING SOVEREIGN IMMUNITY, EACH PARTY SHALL BE RESPONSIBLE FOR ANY AND ALL CLAIMS, DEMANDS, SUITS, ACTIONS, DAMAGES, AND CAUSES FOR ACTION RELATED TO OR ARISING OUT OF OR IN ANY WAY CONNECTED WITH ITS OWN ACTIONS, AND THE ACTIONS OF ITS PERSONNEL RENDERED OR PERFORMED PURSUANT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

ARTICLE 6 - MISCELLANEOUS

6.1 Notices.

In each instance under this Agreement in which one party is required or permitted to give notice to the other, such notice shall be deemed given (a) when delivered in hand, (b) one (1) business day after being deposited with a reputable overnight air courier service, or (c) three (3) business days after being mailed by United States mail, registered or certified mail, return receipt requested. Postage prepaid, and, in all events, addressed as follows:

In the case of the City:

Jason Laumer
Celina City Manager
142 N. Ohio Street
Celina, Texas 75009

In the case of the County:

_____
_____
_____
_____

Any party hereto may from time to time change its address for notification purposes by giving the other parties prior written notice of the new address and the date upon which it will become effective.

6.2 Relationship of the Parties; No Joint Enterprise. Nothing in this Agreement is intended to create, nor shall be deemed or construed by the parties or by any third party as

Attachment: Executed Interlocal-10_15_2018 (Resolution of suppport for Frontier Parkway Construction)

creating, (a) the relationship of principal and agent, partnership or joint venture between the City and the County or (b) a joint enterprise between the City, the County and/or any other party. Without limiting the foregoing, the purposes for which the City and the County have entered into this Agreement are separate and distinct, and there are no pecuniary interests, common purposes and/or equal rights of control among the parties hereto.

6.3 Successors and Assigns. This Agreement shall bind, and shall be for the sole and exclusive benefit of, the respective parties and their legal successors. Neither the City nor the County shall assign, sublet or transfer its respective interests in this Agreement without the prior written consent of the other parties to this Agreement, unless otherwise provided by law.

6.4 Severability. If any provision of this Agreement, or the application thereof to any entity or circumstance, is rendered or declared illegal for any reason and shall be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other entities or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

6.5 Written Amendments. Any change in the agreement, terms and/or responsibilities of the parties hereto must be enacted through a written amendment. No amendment to this Agreement shall be of any effect unless in writing and executed by the City and the County.

6.6 Limitations. All covenants and obligations of the City and County under this Agreement shall be deemed valid covenants and obligations of said entities, and no officer, director, or employee of the City or the County shall have any personal obligations or liability hereunder.

6.7. Sole Benefit. This Agreement is entered into for the sole benefit of the City, the County and their respective successors, and nothing in this Agreement or in any approval subsequently provided by any party hereto shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the public in general.

6.8 Authorization. Each party to this Agreement represents to the other that it is fully authorized to enter into this Agreement and to perform its obligations hereunder, and that no waiver, consent, approval or authorization from any third party is required to be obtained or made in connection with the execution, delivery or performance of this Agreement. Each signatory on behalf of the City and the County, as applicable, represents that he or she is fully authorized to bind that entity to the terms of this Agreement.

6.9 Choice of Law; Venue. The provisions of this Agreement shall be construed in accordance with the laws and court decisions of the State of Texas and exclusive venue for any legal actions arising hereunder shall be in Collin County, Texas.

6.10 Interpretation. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court, other governmental or judicial authority, or arbitrator by reason of such party having or being deemed to have drafted, prepared, structured or dictated such provision.

Attachment: Executed Interlocal-10_15_2018 (Resolution of suppport for Frontier Parkway Construction)

6.11 Waiver. No delay or omission by any party hereto to exercise any right or power hereunder shall impair such right or power or be construed as a waiver thereof. A waiver by any of the parties hereto of any of the covenants, conditions or agreements to be performed by any other party or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained.

6.12. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. There are no representations, understandings or agreements relative hereto which are not fully expressed in this Agreement.

6.13 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one single agreement between the parties.

6.14 Headings. The article and section headings used in this Agreement are for reference and convenience only, and shall not enter into the interpretation hereof.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day above stated.

CITY OF CELINA, TEXAS

By: _____

Printed Name: JASON LAUMER

Title: CITY MANAGER

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 7 day of November, 2018, by Jason Laumer, of the City of Celina, Texas, on behalf of said city.

_____
Notary Public, State of Texas

VICKI J. FAULKNER
Notary Public
STATE OF TEXAS
My Comm. Exp. September 22, 2019

Attachment: Executed Interlocal-10_15_2018 (Resolution of suppport for Frontier Parkway Construction)

COLLIN COUNTY, TEXAS

By: _____

Printed Name: Keith Self

Title: County Judge

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 16th day of October, 2018, by Keith Self, County Judge of Collin County, Texas, on behalf of said County.

_____

Notary Public, State of Texas

HILARI MONK
Notary Public
STATE OF TEXAS
My Comm. Exp. April 10, 2019

AFTER RECORDING RETURN TO:

CITY OF CELINA
142 N. OHIO STREET
CELINA, TX 75009

Attachment: Executed Interlocal-10_15_2018 (Resolution of suppport for Frontier Parkway Construction)

Exhibit A

INTERLOCAL AGREEEMNT
BETWEEN
COLLIN COUNTY, THE TOWN OF PROSPER AND THE CITY OF CELINA
CONCERNING THE DESIGN AND CONSTRUCTION OF
FRONTIER PARKWAY FROM THE DALLAS NORTH TOLLWAY TO PRESTON ROAD (SH 289)

Attachment: Executed Interlocal-10_15_2018 (Resolution of suppport for Frontier Parkway Construction)

INTERLOCAL AGREEMENT
BETWEEN
COLLIN COUNTY, THE TOWN OF PROSPER AND THE CITY OF CELINA
CONCERNING THE DESIGN AND CONSTRUCTION OF
FRONTIER PARKWAY FROM THE DALLAS NORTH TOLLWAY TO PRESTON ROAD (SH 289)

WHEREAS, the County of Collin, Texas (the "County"), the Town of Prosper, Texas ("Prosper") and the City of Celina, Texas ("Celina"), (Prosper and Celina herein sometimes collectively referred to as "The Municipalities"), desire to enter into this agreement concerning the design and construction of improvements to Frontier Parkway from the Dallas North Tollway to Preston Road (SH 289) (the "Project") in the Town of Prosper and the City of Celina, Collin County, Texas; and

WHEREAS, the Interlocal Cooperation Act (Texas Government Code Chapter 791) authorizes any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, the County, Prosper and Celina have determined that the improvements related to the Project may be designed and constructed most economically by implementing this Interlocal Agreement (ILA) for Collin County to administer the Project; and

WHEREAS, this ILA shall provide the terms and conditions of the funding participation of the three parties; and

WHEREAS, the parties hereto have investigated and determined that is in the best interest of each of their respective jurisdictions to enter into this ILA.

NOW, THEREFORE, this ILA is made and entered into by and between the County, Prosper, and Celina upon and for the mutual consideration stated herein, the receipt and sufficiency of which is hereby acknowledged:

WITNESSETH:

ARTICLE I.

The Project shall consist of widening Frontier Parkway from the Dallas North Tollway to Preston Road (SH 289) from 2 lanes to 4 lanes. More specifically, the roadway will be 4 lanes with a median that allows for future expansion to 6 lanes. The project includes a bridge over the Burlington Northern Santa Fe Railroad that will be approximately 555 feet long that will be wide enough for the full 6 lanes with 8-foot sidewalks on both sides. The drainage will generally be curb inlets, storm sewer and culverts; however, there will be a large drainage channel on the south side of the roadway between Frontier Park and the Dallas North Tollway. The Project will be administered by Collin County.

ARTICLE II.

Collin County estimated the total project cost to be $21,750,000 in March, 2017. An additional amount of $805,000 is added to this estimate to allow for escalation of construction prices until the end of 2018, for a total estimated 2018 project cost of $22,555,000. The County, Prosper and Celina shall share the costs as follows:

- Prosper shall be responsible for a payment to Collin County of $3,650,000 plus one-third of the difference between the actual total project cost for the four-lane bridge alternate and $16,000,000.
- Collin County allocated $3,973,868 to Celina for this project. An initial transfer was made to Celina in the amount of $477,404. Celina shall be responsible for a re-payment to Collin County of the portion of this initial transfer which has not been already paid toward the project.
- Celina shall be responsible for a payment to Collin County of $4,350,000 in Regional Toll Revenue (RTR) funds which were allocated to this project for the benefit of both municipalities but for which Celina executed the contract with Texas Department of Transportation (TxDOT) for these funds.
- Celina shall be responsible for a payment to Collin County of one-third of the difference between the actual total project cost for the four-lane bridge alternate and $16,000,000, except that Celina will also be responsible for payment of the cost to design a six-lane bridge in addition to a four-lane bridge as well as the full amount of the difference in construction cost between a six-lane bridge and a four-lane bridge as determined by the difference between the base bid and alternate bid.

Attachment: Executed Interlocal-10_15_2018 (Resolution of suppport for Frontier Parkway Construction)

- $4,000,000 in additional RTR funds have been made available to the project. Collin County will be responsible for acquiring those funds for use on the project.
- The County shall also be responsible to provide one-third of the difference between the actual total project cost for the four-lane bridge alternate and $16,000,000.

There may be additional features to the Project that will be solely for the benefit of Prosper and Celina, such as a traffic signal warrant study at the high school, street lighting, median irrigation and sidewalks. The scope of these features have not yet been defined. At such time as Prosper and Celina define the scope of these feature, they will be incorporated into the design and an amendment to this agreement will be required. While those features will be incorporated into the design and construction of the Project, the cost of those features will be shared by Prosper and Celina according to the proportional value to each municipality. Prosper and Celina will be responsible to pay Collin County the amounts determined to be owed by each party for the design and construction of these features.

ARTICLE III.

TIMING.

1. Celina shall remit $4,350,000 (the RTR funds) to Collin County within 90 days of the execution of this agreement.

2. Prosper shall remit $3,650,000 to Collin County within 90 days of the execution of this agreement.

3. Celina shall remit within 90 days of the execution of this agreement the amount of Collin County bond funds that have been transferred to Celina but which have not been expended on this Project.

4. Celina shall remit within six months of the execution of this agreement the amount to design a six-lane bridge in addition to a four-lane bridge as agreed to by Celina and Collin County in a separate document based on a design proposal from the design engineer.

5. After the determination of the final probable cost of construction by the design engineer, all three entities will have the opportunity to review the estimated total project cost. If the estimated total project cost exceeds $22,555,000 plus the amount agreed to for optional additional features referred to in Article II by more than ten percent, then each entity will have the right to terminate its further participation in the project within 60 days of notification of the final probable cost of construction. If one party terminates its participation, the other two entities have the right to terminate participation as well, or contribute equally to fund the difference. If Celina terminates its further participation, the RTR funds from Celina and the Celina County bond funds will remain in the project fund for contribution towards the construction of the project by the other two entities. If Prosper terminates its further participation, the $3,650,000 from Prosper to remain in the project fund for contribution towards the construction of the project by the other two entities. If the overpass is removed from the scope of the project, then Prosper is entitled to reimbursement of the $3,650,000.

6. If the estimated total project cost does not exceed the amount defined in Paragraph 5 of this article the project will be scheduled to be advertised for bidding within 120 days of notification of the final probable cost of construction to all three parties.

7. If the lowest responsible bid exceeds an amount that causes the total project cost to exceed the amount defined in Paragraph 5 of this article by more than ten percent, then each entity will have the right to terminate its further participation in the project within 30 days of the opening of the bid. If one party terminates its participation, the other two entities have the right to terminate participation as well, or contribute equally to fund the difference. If Celina terminates its further participation, the RTR funds from Celina and the Celina County bond funds will remain in the project fund for contribution towards the construction of the project by the other two entities. If Prosper terminates its further participation, the $3,650,000 from Prosper to remain in the project fund for contribution towards the construction of the project by the other two entities. Only the further participation amount will be refunded to the terminating entity.

8. Prosper and Celina shall each remit to Collin County one-third of the difference between the actual alternate bid for the project with a four-lane bridge and $16,000,000 within 45 days of the opening of the bid, except that Celina may also remit the difference in construction cost between a six-lane bridge and a four-lane bridge as determined by the difference between the base bid and the alternate bid within 45 days of the opening of the bid.

9. At project "close-out", when the final construction amount is determined, an adjustment will be made to the amounts paid by Prosper and Celina. If the actual total project cost is less than the estimated amount as defined in Paragraph 5 of this article plus any amount the bid was over the final probable cost of construction, Collin County will refund one-third of the difference each to Prosper and Celina within 90 days. If the actual total project cost is more than the estimated amount plus the any amount the bid was over the final probable cost of construction, Prosper and Celina will each remit one-third of the difference to Collin County within 90 days.

Attachment: Executed Interlocal-10_15_2018 (Resolution of suppport for Frontier Parkway Construction)

10. If the Project is terminated per the provisions in Paragraphs 5 and 7 above, $3,650,000 will be refunded to Prosper and $8,350,000 in RTR funds will be refunded to TxDOT.

ARTICLE IV.

Celina is currently under contract with the Texas Department of Transportation (TxDOT) for use of the $4,350,000 in RTR funds. It is the intent of the County that Celina remain under contract to TxDOT and comply with all provisions of that agreement, while transferring the RTR funds to the County according to this agreement.

ARTICE V.

Collin County will enter into a contract with TxDOT for the use of the $4,000,000 and will fully comply with that agreement.

ARTICLE VI.

INDEMNIFICATION. TO THE EXTENT ALLOWED BY LAW, EACH PARTY AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER (AND ITS OFFICERS, AGENTS, AND EMPLOYEES) FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE), AND ANY OTHER LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO, OR RESULTING FROM ITS PERFORMANCE UNDER THIS ILA, OR CAUSED BY ITS NEGLIGENT ACTS OR OMISSIONS (OR THOSE OF ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR ANY OTHER THIRD PARTIES FOR WHOM IT IS LEGALLY RESPONSIBLE) IN CONNECTION WITH PERFORMING THIS ILA.

ARTICLE VII.

VENUE. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this ILA. The parties agree that this ILA is performable in Collin County, Texas and that exclusive venue shall lie in Collin County, Texas.

ARTICLE VIII.

SEVERABILITY. The provisions of this ILA are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this ILA is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the ILA shall be enforced as if the invalid provision had never been included.

ARTICLEIX.

ENTIRE AGREEMENT. This ILA embodies the entire agreement between the parties and may only be modified in a writing executed by all parties.

ARTICLE X.

SUCCESSORS AND ASSIGNS. This ILA shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. None of the parties will assign or transfer an interest in this ILA without the written consent of the other parties.

ARTICLE XI.

IMMUNITY. It is expressly understood and agreed that, in the execution of this ILA, none of the parties waive, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against

Attachment: Executed Interlocal-10_15_2018 (Resolution of suppport for Frontier Parkway Construction)

claims arising in the exercise of governmental powers and functions. By entering into this ILA, the parties do not create any obligations, express or implied, other that those set forth herein, and this ILA shall not create any rights in parties not signatories hereto.

ARTICLE XII.

TERM. This ILA shall be effective upon execution by all parties and shall continue in effect annually until final written acceptance of the Project by all three parties. This ILA shall automatically renew annually during this period.

Attachment: Executed Interlocal-10_15_2018 (Resolution of suppport for Frontier Parkway Construction)

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____
Date: _____

COUNTY OF COLLIN, TEXAS

By: _____
Name: Keith Self
Title: County Judge
Date: 6/11/18
Executed on this the 11th day of June 2018, by the County of Collin, pursuant to Commissioners' Court Order No. 2018-445-06-11.

ATTEST:

By: _____
Name: Robyn Battle
Title: Town Secretary
Date: 6/20/2018

TOWN OF PROSPER ★ TEXAS

TOWN OF PROSPER, TEXAS

By: _____
Name: Harlan Jefferson
Title: Town Manager
Date: 6/20/18
Executed on behalf of the Town of Prosper pursuant to Town Council Resolution No. _____

APPROVED AS TO FORM:

By: _____
Name: Terrence S Welch
Title: Town Attorney
Date: 6/20/2018

ATTEST:

By: _____
Name: Vicki Faulkner
Title: City Secretary
Date: 06/28/2018

CITY OF CELINA, TEXAS

By: _____
Name: Jason Laumer
Title: City Manager
Date: 6/27/18
Executed on behalf of the City of Celina pursuant to City Council Resolution No. Council action on May 8, 2018

APPROVED AS TO FORM:

By: _____
Name:
Title: City Attorney
Date: 5/22/18

Attachment: Executed Interlocal-10_15_2018 (Resolution of suppport for Frontier Parkway Construction)

Exhibit A-1

Amendment No. 4

Attachment: Executed Interlocal-10_15_2018 (Resolution of suppport for Frontier Parkway Construction)

Contract Amendment Four (4)

Office of the Purchasing Agent
Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, TX 75071
972-548-4165

Vendor:	Birkhoff, Hendricks & Carter L.L.P.	Effective Date	June 11, 2018
	Attn: Gary Hendricks, PE	Contract No.	2016-229
	11910 Greenville Ave., Ste 600	Contract	Frontier Parkway Improvements
	Dallas, TX 75243		

Awarded by Court Order No.:			2016-649-09-12
Amendment	1	Court Order No.:	2017-337-05-15
Amendment	2	Court Order No.:	FYI
Amendment	3	Court Order No.:	FYI
Amendment	4	Court Order No.	[illegible]

YOU ARE DIRECTED TO MAKE THE FOLLOWING AMENDMENT TO THIS CONTRACT

Engineer's Amendment No. 4:

4A - Base changes per the attached documentation. $ 253,891.00

4B - Re-design of North Access Road per the attached documentation. $ 186,299.00

Project schedule: Add 280 calendar days per the attached documentation.

Total Change $ 440,190.00

Original Contract:	$ 1,963,290.00
Amendment No. 1	$ 20,000.00
Amendment No. 2	$
Amendment No. 3	$
Amendment No. 4	$ 440,190.00
New Contract Total:	$ 2,423,480.00

Except as provided herein, all terms and conditions of the contract remain in full force and effect and may only be modified in writing signed by both parties.

ACCEPTED BY:

Birkhoff, Hendricks & Carter L.L.P.
Attn: Gary Hendricks, PE
11910 Greenville Ave., Ste 600
Dallas, TX 75243

SIGNATURE: [signature]
TITLE: ALTERNATE MANAGING PARTNER
DATE: MAY 31, 2018

ACCEPTED AND AUTHORIZED BY
AUTHORITY OF COLLIN COUNTY
COMMISSIONERS' COURT

Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, Texas 75071

[signature]
Michaye Rains, CPPO, CPPB
Purchasing Agent
DATE: 7/11/18

Attachment: Executed Interlocal-10_15_2018 (Resolution of suppport for Frontier Parkway Construction)

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS

11910 Greenville Ave., Suite 600 Dallas, Texas 75243 Phone (214) 361-7900 www.bhcllp.com

JOHN W. BIRKHOFF, P.E.
GARY C. HENDRICKS, P.E.
JOE R. CARTER, P.E.
MATT HICKEY, P.E.
ANDREW MATA, JR., P.E.
JOSEPH T. GRAJEWSKI, III, P.E.
DEREK B. CHANEY, P.E.
CRAIG M. KERKHOFF, P.E.

May 29, 2018

Mr. Clarence T. Daugherty, P.E.
County Engineer
Collin County
4690 Community Ave., Suite 200
McKinney, TX 75071

RE: Frontier Parkway Engineering Services Agreement
Collin County Contract No. 2016-229
Collin County Purchase Order No. 199212
Amendment No. 4

Dear Mr. Daugherty:

As you requested, we are pleased to submit Amendment No. 4 to our Engineering Services Agreement with Collin County dated Sept. 27, 2016 (Collin County Purchase Order No. 199212) for the design of Frontier Parkway, from the Dallas North Tollway (DNT) to S.H. 289 (Collin County Contract No. 2016-229).

This Amendment No. 4 makes changes to the scope, fee and schedule in the original agreement. The **Base Amendment** changes are summarized as follows:

Amendment No. 4A – Base Changes

1. Re-design of the project to include the full width BNSF Overpass (6-lanes) with 4-lane approaches as the "Base Project" with a deductive "Alternate Project" bid package for the original 4-lane BNSF Overpass.
2. Hydrologic and Hydraulic Analysis of Tributary C Flows and Offsite Flows contributing to flow on the east side of the Dallas North Tollway Culverts located south of Frontier Parkway.
3. Design of a Detention Pond on the Prosper Independent School District High School tract south and east of the BNSF Railroad as described in the previously published hydrologic and hydraulic report.
4. Attendance at twelve (12) additional Monthly Design Meetings with Collin County, the City of Celina and Town of Prosper for a total of twenty-four (24) monthly design meetings.
5. Preparation of the Prosper Independent School District (PISD) Prosper High School Re-Plat incorporating the drainage and maintenance easement required to accommodate the PISD detention pond (Item 3 above).

Amendment No. 4B – Re-design of North Access Road:
At the request of the City of Celina, schematic re-alignment and re-design of the North Access Road, connecting to and utilizing proposed Prairie Crossing Road and Street A as the Frontier Parkway detour during construction of the BNSF Overpass. This additional scope provides for design and construction of Prairie Crossing Road and Street A with the Frontier Parkway Improvements as shown on attached **Exhibit A.**

Attachment: Executed Interlocal-10_15_2018 (Resolution of suppport for Frontier Parkway Construction)

Scope Changes – Base Amendment No. 4A

A. LUMP SUM SCOPE ITEMS: (Base Portion 4A)

Part I – Design Services

Part I.C. (New Task Item):

Re-design of the project to include the full width BNSF Overpass (6-lanes) with 4-lane approaches as the "Base Project" with a deductive "Alternate Project" bid package for the original 4-lane BNSF Overpass.

Part I.D. (New Task Item):

Design of a Detention Pond on the Prosper Independent School District High School tract south and east of the BNSF Railroad as described in the previously published hydrologic and hydraulic report.

Part II – Bidding Phase Services

Increased scope for to Base Bid Proposal for 6-lane BNSF Overpass and including analysis and recommendations for Alternate Bid Proposal for 4-lane BNSF Overpass

Part III – Construction Administration Services

Increased scope for 6-lane BNSF Overpass Construction including record drawings of base or alternate bid construction.

B. ADDITIONAL SERVICES SCOPE ITEMS: (Base Portion 4A)

Task 1: Field Surveys – Increase scope and fee for additional; field surveys in support of PISD Detention Pond (Item Part I.D) and Re-plat of PISD High School Final Plat (Item B.14)

Task 9: Additional Design Meetings-Increased scope for twelve (12) additional design review meetings.

Task 13a (New): Doe Branch Tributary C Hydrologic and Hydraulic Evaluation and Report

Increased scope and fee for evaluation of hydrologic and hydraulic conditions contributing flow to the culverts on the east side of the Dallas North Tollway south of Frontier Parkway.

Task 13b (New): Revised Flood Study for Doe Branch Tributary C and PISD Detention Pond

Perform Flood Study relative to final Frontier Parkway design including PISD Detention Pond and culverts crossing Frontier Parkway at Tributary C.

Task Item 14 (New): PISD High School Replat for Detention Pond

Prepare a replat to define the new area for the PISD Detention Pond at the High School

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Attachment: Executed Interlocal-10_15_2018 (Resolution of suppport for Frontier Parkway Construction)

Scope and Fee Changes - Amendment 4B Re-Design of North Access:

A. LUMP SUM SCOPE ITEMS: (North Access Road Re-Design 4B)

Part I – Design Services

Part I.A. Schematic Design Phase

Schematic re-alignment of the North Access Road, connecting to and utilizing proposed Prairie Crossing Road and Street A as the Frontier Parkway detour during construction of the BNSF Overpass. This option provides for design and construction of Prairie Crossing Road and Street A with the Frontier Parkway Improvements as shown on attached **Exhibit A**

Part I.E. (New task Item) Prairie Crossing and Street A Design

Re-design of the North Access Road, connecting to and utilizing proposed Prairie Crossing Road and Street A as the Frontier Parkway detour during construction of the BNSF Overpass. This option provides for design and construction of Prairie Crossing Road and Street A with the Frontier Parkway Improvements as shown on attached **Exhibit A**.

Part II – Bidding Phase Services

Increased scope for including Prairie Crossing Road and Road A.

Part III – Construction Administration Services

Increased scope for construction administration services related to for Prairie Crossing Road and Road A.

B. ADDITIONAL SERVICES SCOPE ITEMS: (North Access Road Re-Design 4B)

No Change to Original Additional Services Tasks 6 through 11.

Task 1: Field Surveys

Additional scope for surveys related to design of Prairie Crossing Road and Road A.

Task 2: R-O-W- Map, Plats and Field Note Descriptions

Increased scope due to revisions in right-of-way map, plats and field notes from Prairie Crossing Road and Road A.

Task 3: Geotechnical Investigation and Report

Additional scope related to borings for Prairie Crossing Road and Road A.

Task 5: NCTCOG Environmental Form

Additional scope related to adding Prairie Crossing Road and Road A.

Attachment: Executed Interlocal-10_15_2018 (Resolution of suppport for Frontier Parkway Construction)

PROJECT SCHEDULE

This Amendment 4 revises Exhibit B in the original agreement "Projected Completion Schedule". The revision is necessary to account for time required to resolve the project hydrologic and hydraulic evaluation and to account for additional time required for other changes in scope as described previously.

In summary, the amount of time required is as follows: (Based on notice to proceed June 1, 2018)

Part A -Base Portion Scope Revisions	60 Calendar Days
Part B -Re-Design North Access Road Scope Revisions	60 Calendar Days
Time on Hold for Hydrologic and Hydraulic Evaluation and Report (13.a)	160 Calendar Days
Total, Amendment No. 4	**280 Calendar Days**

CHANGE IN FEE

It is understood that Collin County may choose to authorize all or parts of this Amendment No. 4 without effect on other independent scope and fee items in this Amendment.

Further, based on the outcome of on-going negotiations between Collin County, City of Celina and the Light Farms development, all or portions of Amendment No. 4, Part B may be designed by others and incorporated into the bidding and construction documents for this project. Those scope and fee elements are highlighted in yellow on "Exhibit C – Fee Schedule" and may be deducted from the total amount of this Amendment should the County so desire.

The fee schedule shown in Exhibit C is hereby modified by the amounts shown under the column heading "Amendment No. 4" and further itemized by the sub-column headings "A. Base Amendment" and "B. Revised North Access Road Via Prairie Crossing Road" on the attached Revised Exhibit C.

Attachment: Executed Interlocal-10_15_2018 (Resolution of suppport for Frontier Parkway Construction)

Exhibit "C"
Engineering Service Fee Schedule – Amendment No. 4 (Parts A and B)

Engineering Service Agreement Phase			Contract Amounts ($)			
			Contract Amount Through Amendment No. 3	Amendment No. 4 A. Base Amendment	Amendment No. 4 B. Revised North Access Road via Prairie Crossing Rd	Revised Contract Amount, this Amendment (4A + 4B)
A. Basic Services Parts I -III (Lump Sum)	Part I. A.	Schematic Design	$150,000		$15,000	$165,000
	Part I.B.	Final Design	$1,162,000			$1,162,000
	Part I.C.	Full Bridge Width Design with Alternate Bid for 4-lane Bridge	$0	$120,700		$120,700
	Part I.D.	PISD Detention Pond Design	$0	$25,992		$25,992
	Part I.E.	Prairie Crossing Road & Street A (Light Farms) Design	$0		$114,999	$114,999
	Part II	Bidding Phase	$9,000	$8,400	$5,750	$23,150
	Part III.	Construction Administration	$180,000	$18,099	$17,250	$215,349
		Subtotal - Basic Services (Part A.)	**$1,501,000**	**$173,191**	**$152,999**	**$1,827,190**
B. Additional Services (Hourly)	1	Field Surveys (Design, Property and Construction Support):	$39,840	$2,500	$8,500	$50,840
	2	R-O-W Map, Plats and Field Notes Descriptions (16 each):	$29,600		$17,800	$47,400
	3	Geotechnical Investigation and Report:	$77,199		$5,000	$82,199
	4	Flood Study:	$24,800			$24,800
	5	NCTCOG Environmental Form:	$22,200		$2,000	$24,200
	6	404 Permit Application (Nationwide Permit 14):	$47,751			$47,751
	7	Permits (TxDOT, BNSF) and Utility Relocation Coordination:	$13,000			$13,000
	8	Asbestos Evaluation (4 Buildings):	$11,000			$11,000
	9	Twelve (12) additional Design Meetings with collin County,Celina, Prosper & PISD (Total = 24)	$23,400	$13,200		$36,600
	10	Attend Twenty(20) Additional Progress Meetings:	$21,000			$21,000
	11	Additional Printing of Construction Plans and Specifications:	$4,000			$4,000
	12	Revised Schematic Layouts, Drainage Evaluations, Cost Estimates and Coordination Meetings	$20,000			$20,000
	13a.	Doe Branch Tributary C Hydraulic Evaluations and Report	$0	$32,000		$32,000
	13b.	Revised Flood Study for Detention Pond Design	$0	$18,000		$18,000
	14	PISD Detention Pond Replat	$0	$15,000		$15,000
		Subtotal Additional Services (Part B):	**$333,790**	**$80,700**	**$33,300**	**$447,790**
C. Optional Services (Hourly)	1	Traffic Signal Warrant Study	$5,500			$5,500
	2	Street Lighting Design	$46,000			$46,000
	3	Full Irrigation Design Plans and Specifications	$50,000			$50,000
	3a	Irrigation and Lighting Conduit Sleeves Only	$5,000			$5,000
	4	Sidewalks and Barrier Free Ramps (TDLR $2,085 fee Included)	$42,000			$42,000
	5	On-site Observation of Construction Activity	TBD			TBD
		Subtotal Optional Services (Part C)	**$148,500**			**$148,500**
				$253,891	**$186,299**	
Engineering Services Agreement Grand Total:			**$1,983,290**	**$440,190**		**$2,423,480**
Amendment 4 Deductive Option: Scope Items highlighted in yellow may be designed by the Light Farms design team and incorporated into this project bid package. If so, deduct amount shown from this Amendment No. 4				$0	($128,499)	
				$253,891	**$57,800**	
Option B Engineering Service Agreement Grand Total:			**$1,983,290**	**$311,691**		**$2,294,981**

Attachment: Executed Interlocal-10_15_2018 (Resolution of suppport for Frontier Parkway Construction)

If this Amendment No. 4 to our original agreement dated September 27, 2016 meets with your approval, please indicate your choice of **Amendment 4, Base Part A** and **Amendment 4 Part B-Redesign of the North Access Road** (or parts thereof) have one set executed for Collin County and returned to our office. We look forward to our continued work on this project with you and your staff.

Sincerely,

Gary C. Hendricks, P.E., R.P.L.S.

APPROVED BY COLLIN COUNTY, TEXAS

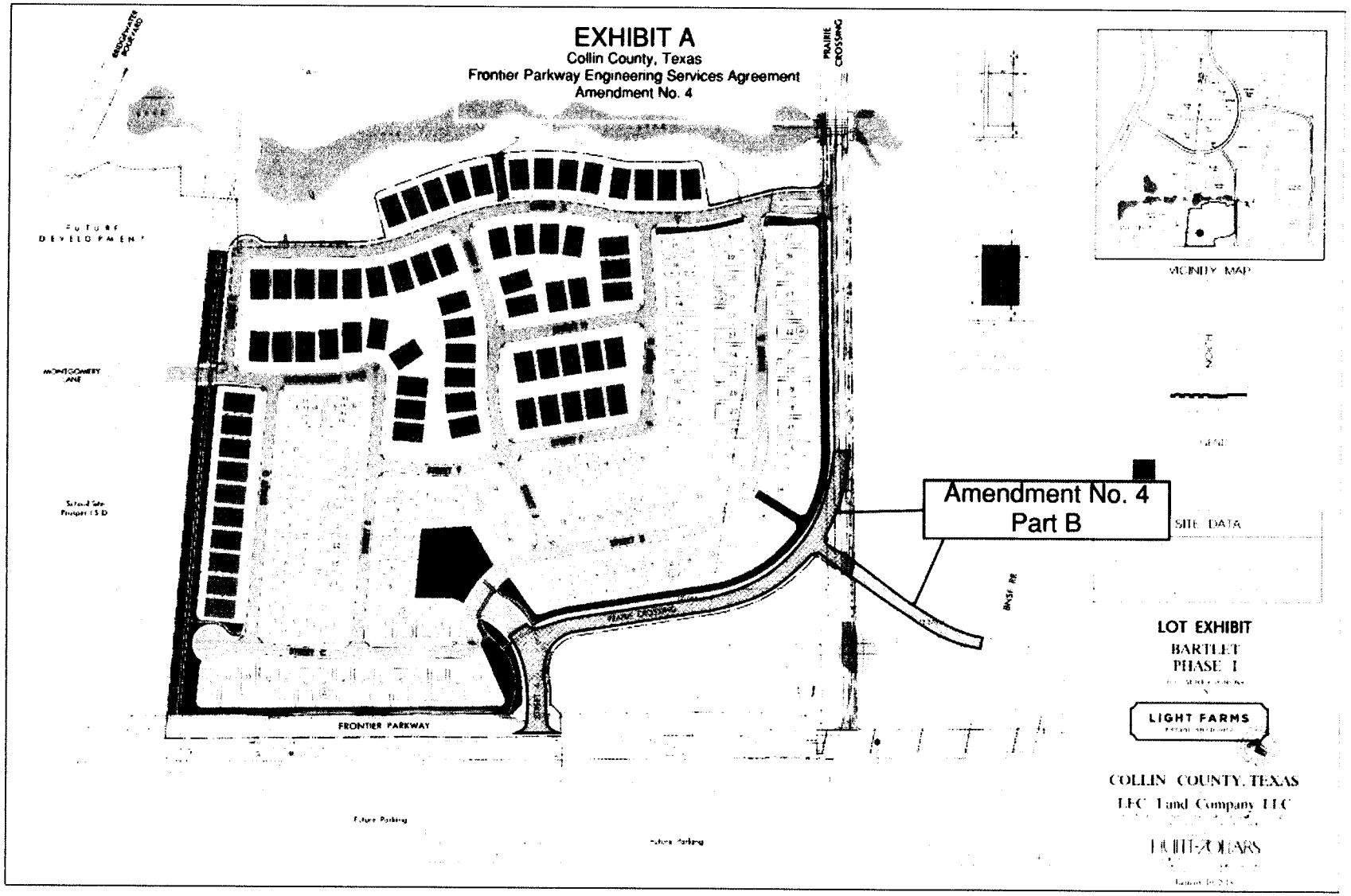
_____

By:

_____

Date:

Attachment: Executed Interlocal-10_15_2018 (Resolution of suppport for Frontier Parkway Construction)

EXHIBIT A
Amendment No. 4 – Part B Re-Design of North Access Road

Project Location Map