

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., R.P.L.S. JOE R. CARTER, P.E. ANDREW MATA, JR., P.E. DEREK B. CHANEY, P.E., R.P.L.S. CRAIG M. KERKHOFF, P.E. JUSTIN R. IVY, P.E. COOPER E. REINBOLD, P.E.

October 25, 2023

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. 17 – Final Engineering Services Reconciliation Amendment (Revision 1.1)

Dear Mr. Daugherty:

As you requested, we are pleased to submit Amendment No. 17 to our Engineering Services Agreement with Collin County dated Sept. 27, 2016 (Collin County Purchase Order No. 199212) for the design, bidding and construction administration services on f Frontier Parkway, from the Dallas North Tollway (DNT) to S.H. 289 (Collin County Contract No. 2016-229).

This Amendment No. 17 makes the following changes to the scope and fee in the original agreement, as amended through Amendment No. 16:

1. New Scope of Services

ITEM-A Part IV: As-Built Survey and As Built Hydraulic Model of the DNT Channel (Lump Sum)

This new scope of services is at the request of the project stakeholders.

It appears the construction contractor did not build and/or maintain the DNT Drainage Channel in accordance with the project construction plans and specifications. This new scope of services item includes:

- 1. Performing an "as-built" field survey of the DNT Drainage Channel in sufficient detail and manner to make a comparison between the as-designed DNT Drainage Channel and the DNT Channel as it exists currently.
- 2. Performing a hydraulic model evaluation of the "as-built" DNT Drainage Channel and compare the design hydraulic model results to the as-built hydraulic model results.
- 3. Prepare a letter report outlining the findings of the as-built survey, the as-built hydraulic model comparison, and providing recommendations for corrective measures to the DNT Channel configuration, if any are warranted.

Mr. Clarence Daugherty, P.E. Frontier Parkway Engineering Services Agreement – Amendment No. 17(Revision 1.1) October 25, 2023 Page No. 2 of 5

This Amendment No. 17 formally adds Item A.Part IV scope of work and fee amount of \$15,000 lump sum into the engineering services agreement.

4. ITEM C.3a: Irrigation and Lighting Conduit Sleeves

This scope of work item is an Optional Service that was elected by Collin County at the time of contract award but was inadvertently excluded from the original engineering services contract amount. This Amendment No. 17 formally adds Item C.3a scope of work and fee amount of \$5,000 lump sum into the engineering services agreement.

5. Various Scope Item Final Fee Reconciliation

a. The following engineering services scope items are over the established contract limits:

	Total Amount of Scope Item Fee Overages:	\$2,820
ii.	Item D. 4 – County Road 51 Left Turn Lane (\$0.00 in agreement). Over by:	<u>\$ 187</u>
1.	Item B.10 – Attend twenty (20) Construction Progress Meetings – Over by	\$2,633

b. The following engineering services scope items are (under) the established contract limits and will not be invoiced.

	Total Amount of Scope Item Fee Credits:	(\$5,093)
iv.	Item B.7 – Permits and Utility Relocation Coordination:	<u>(\$ 635)</u>
iii.	Item B.7 – 404 Permit Application:	(\$ 774)
ii.	Item B.3 – Geotechnical Investigations and Report:	(\$2,036)
i.	Item B.1 – Field Surveys:	(\$1,648)

PROJECT SCHEDULE

This Amendment No. 17 has no effect on the project schedule.

CHANGE IN FEES

The fee schedule is hereby modified by the amounts shown under the column heading "Amendment No. 17" on Exhibit "C"— Engineering Services Fee Schedule -Amendment No. 17

Mr. Clarence Daugherty, P.E. Frontier Parkway Engineering Services Agreement – Amendment No. 17(Revision 1.1) October 25, 2023 Page No. 3 of 5			
No. 17 shall be <u>Seventeen Thousand</u> rices is expanded or otherwise modified by			
ices is expanded of otherwise modified by			
2016, meets with your approval, please			
ook forward to our continued work on this			
Sincerely,			
Gary C. Hendricks, P.E., R.P.L.S.			

Mr. Clarence Daugherty, P.E. Frontier Parkway Engineering Services Agreement – Amendment No. 17(Revision 1.1) October 25, 2023 Page No. 4 of 5

Exhibit "C"
Engineering Service Fee Schedule – Amendment No. 17

	_		Contract Amounts (\$)		
		Engineering Service Agreement Phase	Contract Amount Through Amendment No. 16	This Amendment No. 17 (Final Reconciliation)	Revised Contract Amount, this Amendment No. 17
	Part I. A.	Schematic Design	\$165,000		\$165,000
	Part I.B.	Final Design	\$1,279,340		\$1,279,340
	Part I.C.	Full Bridge Width Design with Alternate Bid for 4-lane Bridge	\$120,700		\$120,700
	Part I.D.	PISD Detention Pond Design	\$25,992		\$25,992
ý.	Part I.E.	Prairie Crossing Road Design Phase	\$97,360		\$97,360
A. Basic Services Parts I -III (Lump Sum)	Part I.E.a.	Prairie Crossing Road Bid Phase	\$0		\$0
Basic Servic Parts I -III (Lump Sum)	Part I.E.b.	Prairie Crossing Road Construction Phase	\$0		\$0
Bas Pa (Lu	Part I.F.	Traffic Signal Design at DNT and Preston Road	\$30,000		\$30,000
•	Part I.G.	Temporary and Permanent Traffic Signal Design at Worthington and Victory Way	\$40,000		\$40,000
	Part II	Bidding Phase	\$31,750		\$31,750
	Part III.	Construction Administration	\$281,750		\$281,750
	Part IV	As-Built Survey and Hydraulic Model of DNT Channel	\$0	\$15,000	\$15,000
		Subtotal - Basic Services (Part A)	\$2,071,892	\$15,000	\$2,086,892
	1	Field Surveys (Design, Property and Construction Support):	\$63,040	(\$1,648)	\$61,392
	2	R-O-W Map, Plats and Field Notes Descriptions (16 each):	\$79,247		\$79,247
	3	Geotechnical Investigation and Report:	\$80,326	(\$2,036)	\$78,290
	4	Flood Study:	\$28,120	(\$0)	\$28,120
	5	NCTCOG Environmental Form:	\$27,700		\$27,700
	6	404 Permit Application (Nationwide Permit 14):	\$38,751	(\$774)	\$37,977
,ices	7	Permits (TxDOT, BNSF) and Utility Relocation Coordination:	\$89,500	(\$635)	\$88,865
l Serv ly)	8	Asbestos Evaluation (4 Buildings):	\$2,215		\$2,215
B. Additional Services (Hourly)	9	Project Stakeholder Design Meetings	\$50,176		\$50,176
Addit (F	10	Attend Twenty(20) Additional Progress Meetings:	\$21,000	\$2,633	\$23,633
B .	11	Additional Printing of Construction Plans and Specifications: Revised Schematic Layouts, Drainage Evaluations, Cost	\$5,000		\$5,000
	12	Estimates and Coordination Meetings	\$20,870		\$20,870
	13a.	Doe Branch Tributary C Hydraulic Evaluations and Report	\$30,859	\$0	\$30,859
	13b.	Revised Flood Study for Detention Pond Design	\$8,636	(\$0)	\$8,636
	14	PISD Detention Pond Replat	\$15,000		\$15,000
	15	Level A Sub-Surface Utility Locates	\$4,100		\$4,100
		Subtotal Additional Services (Part B)	\$564,540	(\$2,460)	\$562,080

Mr. Clarence Daugherty, P.E. Frontier Parkway Engineering Services Agreement – Amendment No. 17(Revision 1.1) October 25, 2023 Page No. 5 of 5

Exhibit "C" (Continued) Engineering Service Fee Schedule – Amendment No. 17

			Contract Amounts (\$)		
	Engineering Service Agreement Phase		Contract Amount Through Amendment No. 16	This Amendment No. 17 (Final Reconciliation)	Revised Contract Amount, this Amendment No. 17
	1	Traffic Signal Warrant Study	\$0		\$0
	2	Street Lighting Design	\$16,000		\$16,000
ices	3	Full Irrigation Design Plans and Specifications	\$0		\$0
C. Optional Services (Hourly)	3a	Irrigation and Lighting Conduit Sleeves Only	\$0	\$5,000	\$5,000
tional Se (Hourly)	4	Sidewalks and Barrier Free Ramps (TDLR \$2,085 fee Included)	\$23,500		\$23,500
Opti (I	5	On-site Observation of Construction Activity	\$0		\$0
Ċ	6a	Project Visualization - Final Design Only	\$28,750		\$28,750
	6b	Prject Visualization - Construction Phases	\$14,100		\$14,100
		Subtotal Optional Services (Part C)	\$82,350	\$5,000	\$87,350
s	1	(Resrved for Mosey Tract - Celina)	\$0		\$0
ed ft Turn Lanes	2	Light Farms Laurel and Bartlett Phase I (Celina)	\$8,625		\$8,625
urn	3	Frontier Crossing (Celina)	\$5,750		\$5,750
ed ft T	4	Reserved for Prose Frontier 51 -Bg-Gbt Celina 15LP (Celina)	\$0	\$187	\$187

	Engineering Services Agreement Grand Total:			\$17,727	\$2,813,709
	Subtotal -	New Driveways, Median Openings and Left Turn Bays (Part D)	\$77,200	\$187	\$77,387
Dri	12	One (1) Added Left Turn Storage Bay (Celina)	\$12,000		\$12,000
Driveways,	11	Two (2) Added Left Turn Storage Bays (Celina)	\$12,000		\$12,000
	10	All Storage Driveway Shift (47-feet east) (Celina)	\$14,750		\$14,750
D. New Developer Intitiated Median Openings and Left Turn Lanes (LUMP SUM)	9	7-Eleven (Prosper)	\$5,750		\$5,750
v Develog an Openi (LUMP)	8	Victory at Frontier (Prosper)	\$4,600		\$4,600
relop penir MP S	7	(Reserved for Frisco Tollway Partners - Prosper)	\$0		\$0
per Intings ar	6	(Reserved for Metten Tract - Proseper)	\$0		\$0
Intitiated and Left '	5	The Grove (Celina)	\$13,725		\$13,725
ted eft T	4	Reserved for Prose Frontier 51 -Bg-Gbt Celina 15LP (Celina)	\$0	\$187	\$187
n.n.	3	Frontier Crossing (Celina)	\$5,750		\$5,750
Lane	2	Light Farms Laurel and Bartlett Phase I (Celina)	\$8,625		\$8,625
so.	1	(Resrved for Mosey Tract - Celina)	\$0		\$0