

FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN THE TOWN OF PROSPER, TEXAS, AND THE CITY OF CELINA, TEXAS, FOR IMPROVEMENTS TO PARVIN ROAD AND FRONTIER PARKWAY

THIS FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN THE TOWN OF PROSPER, TEXAS, AND THE CITY OF CELINA, TEXAS, FOR IMPROVEMENTS TO PARVIN ROAD AND FRONTIER PARKWAY (“First Amendment”) is made and entered into by and among the **TOWN OF PROSPER, TEXAS**, a home-rule municipal corporation, hereinafter referred to as "Prosper," and the **CITY OF CELINA, TEXAS**, a home-rule municipal corporation, hereinafter referred to as "Celina." Prosper and Celina may from time to time herein be referred to collectively as "Parties" and individually as a "Party." The effective date of this Agreement is the date that the last of the Parties has executed the Agreement, after approval from their respective governing bodies (the “Effective Date”).

WITNESSETH:

WHEREAS, on April 11, 2023, Celina and Prosper, entered into that certain Interlocal Agreement for improvements to Parvin Road and Frontier Parkway (“Agreement”), which addressed the service of construction of asphalt improvements to Parvin Road from east of FM 1385 to west of Legacy Drive (the “Parvin Project”) and the design of Frontier Parkway from Legacy Drive to Dallas Parkway (the “Frontier Project”) (and together hereinafter referred to as the “Projects”); and

WHEREAS, the Agreement allowed the Projects to be completed in the most economical manner by providing for shared costs and responsibilities between the Parties; and

WHEREAS, the Parties desire to add Legacy Drive between Parvin Road and Frontier Parkway (“Legacy Project”), as depicted in Exhibit A, attached hereto and incorporated herein for all purposes, to the construction project and determine the cost share for such additional project, which costs are provided by the change order in Exhibit B, attached hereto and incorporated herein for all purposes; and

WHEREAS, the Parties now desire to execute the First Amendment to make amendments to roles and responsibilities of the Parties, as provided in Section 2 of the Agreement, by adding terms for the Legacy Project.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties, covenant and agree as follows:

1. **Agreement Remains in Full Force and Effect.** The Parties acknowledge and agree that, except to the extent amended herein, all provisions and terms contained in the Agreement remain in full force and effect. In the event of a conflict between this First Amendment and the Agreement, the terms of this First Amendment shall control.

2. **Amendments.**

- i. The title of the Agreement shall be amended to read as “INTERLOCAL AGREEMENT BETWEEN THE TOWN OF PROSPER, TEXAS, AND THE CITY OF CELINA, TEXAS, FOR IMPROVEMENTS TO ROADWAYS”.

- ii. The Legacy Project, as defined herein, shall be added to the term “Projects”, as defined in the Agreement.
- iii. In addition to the roles and responsibilities described in Section 2.1 of the Agreement, the Parties hereby agree to the following additional roles and responsibilities:
 - A. Celina will Assume primary responsibilities for the design and construction of the asphalt improvements for the Legacy Project, as described in **Exhibit A**, attached hereto and incorporated herein for all purposes. The design and construction of the Legacy Project will be provided for under a separate contract managed by Celina, for which bids will be requested in accordance with state law. Celina agrees to cause the Legacy Project to begin no later than ninety (90) days from the Effective Date of this First Amendment; however, Celina shall notify Prosper of any reasonable commercial delays of this start date for either Project necessitating an extension. After construction of the Legacy Project, Celina agrees to maintain the portion of Legacy Road improved by the Legacy Project, until such time as the road is improved with concrete.
 - B. Prosper will contribute fifty percent (50%) of the total cost of the Legacy Project, estimated costs of which are represented by the change order provided in **Exhibit B**, attached hereto and incorporated herein for all purposes. Prosper agrees to deliver such funds to Celina for the Legacy Project within ninety (90) days of Celina’s award of a bid to a contractor for such Legacy Project, or within thirty (30) days of the Effective Date of this First Amendment if a bid award has been made prior to the Effective Date.
- iv. Section VI. “Notice” is hereby amended to change Celina’s Representative to read as follows:

“City of Celina
Attn: City Manager
142 N. Ohio
Celina, TX 75009

3. Binding Obligation. This First Amendment shall become a binding obligation of the signatories upon execution by all signatories hereto. Celina and Prosper warrant and represent that the individuals executing this First Amendment on behalf of Celina and Prosper have full authority to execute this First Amendment and bind Celina and Prosper to the same.

4. Severability. In the event any provision of this First Amendment shall be determined by a court of competent jurisdiction to be invalid or unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this First Amendment; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the Parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this First Amendment shall, to the extent reasonably possible, remain in force as to the balance of its provisions and be interpreted to give effect to the intent of the Parties.

5. Notices. Any notices required or permitted to be delivered hereunder shall be delivered in accordance with the terms provided by the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed as of the date last written below.

CITY OF CELINA, TEXAS

By: _____

Name: Karla Stovall

Title: Interim City Manager

ATTEST:

By: _____

Name: Lauren Vaughan

Title: City Secretary

Date: _____

TOWN OF PROSPER, TEXAS

By: _____

Name: Mario Canizares

Title: Town Manager

Date: _____

ATTEST:

By: _____

Name: Michelle Lewis Sirianni

Title: Town Secretary

Date: _____

Exhibit A

Legacy Drive Design and Construction Area

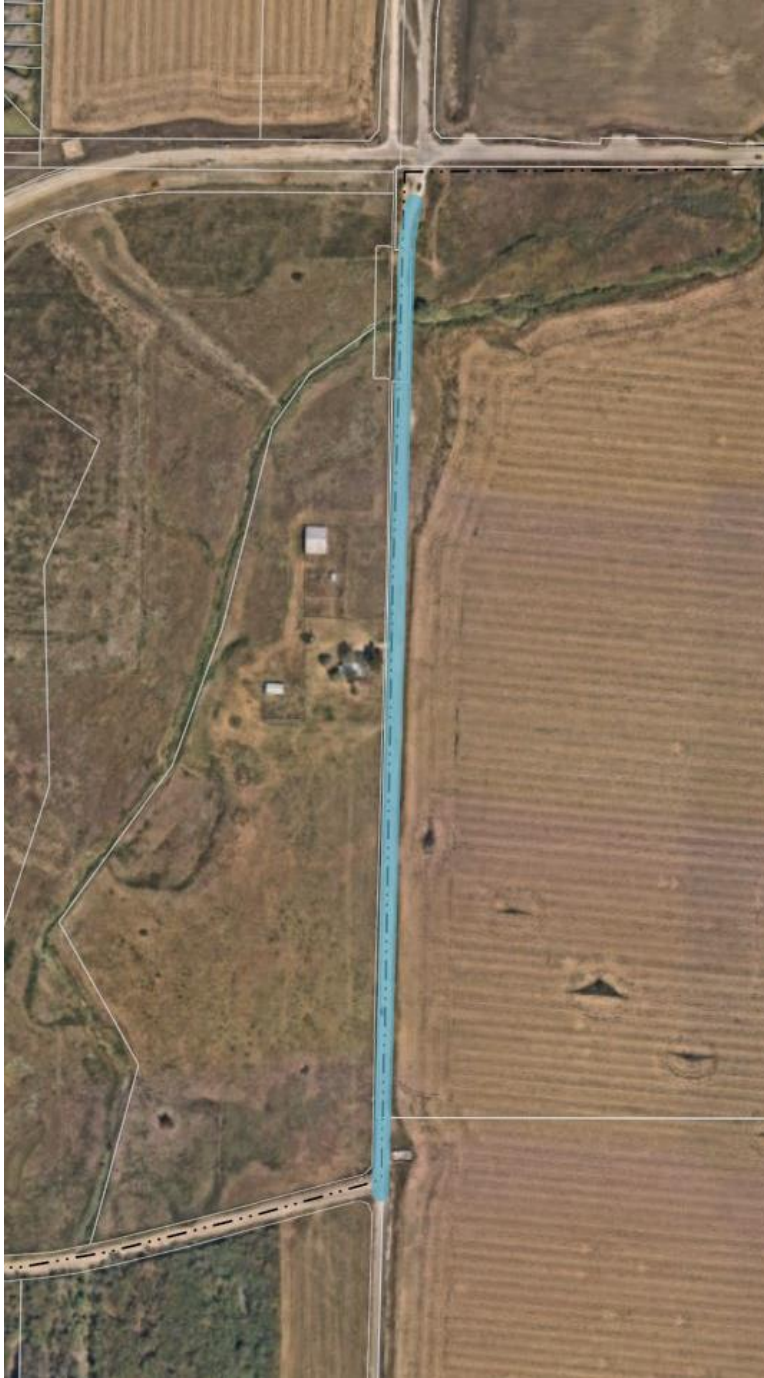


Exhibit B
Parvin Project Change Order for Legacy Drive

12.19.23					
Apple Pavement Services					
Parvin Road Improvements - Change Order Legacy Paving					
ITEM	DESCRIPTION	QTY	UOM	UNIT PRICE	TOTAL
1.2	Traffic Control	1	EA	\$5,500.00	\$5,500.00
1.4	Remove Existing Concrete Pavement	467	SY	\$22.50	\$10,507.50
1.6	Pulverize, Mix with Cement & Compact Existing Road Material (6" Depth)	6805	SY	\$6.00	\$40,830.00
1.10	2" HMAC Type D, Including Tack Coat & Prime Coat as Required	6805	SY	\$17.00	\$115,685.00
1.11	4" HMAC Type B, Including Tack Coat & Prime Coat as Required	6805	SY	\$32.00	\$217,760.00
1.13	Cross Driveway Tie in	1	EA	\$3,200.00	\$3,200.00
1.14	Seed And Curlex	2200	SY	\$2.50	\$5,500.00
1.23	Reflective Pavement Marking Ty I (Y) 4 Inch (DBL)	2,500	LF	\$1.50	\$3,750.00
1.25	Reflective Pavement Marking Ty I (W) 24 Inch (SLD)	10	LF	\$15.00	\$150.00
1.26	Reflective Pavement Marking Ty I (W) 4 Inch (SLD)	5,000	LF	\$0.75	\$3,750.00
2.6	Asphalt Transition	2	EA	\$3,040.00	\$6,080.00
TOTAL					\$412,712.50