

**CONTRACT AMENDMENT #2  
BETWEEN THE TOWN OF PROSPER, TEXAS, AND GARVER, LLC  
FOR THE WEST FIRST STREET – DALLAS NORTH TOLLWAY TO COLEMAN STREET PROJECT (1512-ST)**

This Contract Amendment for Professional Engineering Services, hereinafter called “Amendment,” is entered into by the **Town of Prosper, Texas**, a municipal corporation, duly authorized to act by the Town Council of said Town, hereinafter called “Town,” and **Garver, LLC**, a limited liability company authorized to do business in Texas, acting through a duly authorized officer, hereinafter called “Consultant,” relative to Consultant providing professional engineering services to Town. Town and Consultant when mentioned collectively shall be referred to as the “Parties.”

**WITNESSETH:**

**WHEREAS**, the Town previously engaged the services of the Consultant to provide engineering design of West First Street between Dallas North Tollway and Coleman Street for the reconstruction of approximately 5,250 linear feet of roadway to convert the existing two-lane asphalt to a four-lane concrete divided roadway, hereinafter called “Project”; and

**WHEREAS**, the Parties previously entered into an professional services agreement regarding the Project on or about June 9, 2020, in the amount of Five Hundred Ninety-Nine Thousand Nine Hundred Seventy-One Dollars and No Cents (\$599,971.00), and approved on or about February 3, 2022 Contract Amendment No. 1 for an additional amount of Twenty-Four Thousand Nine Hundred Fifty Dollars and Zero Cents (\$24,950.00) for a total contract amount of Six Hundred Twenty-Four Thousand Nine Hundred Twenty-One Dollars and Zero Cents (\$624,921.00), hereinafter called the “Original Agreement”; and

**WHEREAS**, the Parties now desire to amend the Contract to increase the scope of services and compensation provided to include the following additional work:

- Task 14 – Roundabout Design
- Task 15 – Roundabout Traffic Study
- Task 16 – Additional Topographic Survey and Document Preparation for Roundabout Design
- Task 17 – Additional Irrigation Design for Roundabout

For the mutual promises and benefits herein described, Town 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 A2 – Scope of Services** 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, A1, and A2.”

2. **Additional Compensation of Consultant.** Town agrees to pay to Consultant for the satisfactory completion of all services included in this Amendment a total additional fee of One Hundred Eighty-Five Thousand Nine Hundred Eighty-Six Dollars and Zero Cents (\$185,986.00) for the additional services as set forth and described in **Exhibit B2 – Compensation Schedule** and incorporated herein as if written word for word. All references in the Original Agreement to “Exhibit B” are hereby amended to state “Exhibits B, B1, and B2.”

3. **Revised Compensation for Consultant's Services.** Paragraph 4 of the Original Agreement is hereby amended to increase Consultant's total compensation by deleting "Six Hundred Twenty-Four Thousand Nine Hundred Twenty-One Dollars and Zero Cents (\$624,921.00)" and replacing it with "Eight Hundred Ten Thousand Nine Hundred Seven Dollars and Zero Cents (\$810,907.00)."

4. **Original Agreement.** All other provisions and terms of the Original Agreement, Contract Amendment No. 1, and Contract Amendment No. 2 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\_\_\_\_\_.

**GARVER, LLC**

**TOWN OF PROSPER, TEXAS**

By: Scott Forbes  
Signature

By: \_\_\_\_\_  
Signature

Scott Forbes, P.E.  
Printed Name

Harlan Jefferson  
Printed Name

Senior Project Manager  
Title

Town Manager  
Title

July 12, 2022  
Date

\_\_\_\_\_  
Date

**EXHIBIT A2  
SCOPE OF SERVICES**

**CONTRACT AMENDMENT #2  
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**I. PROJECT DESCRIPTION**

Task 14 – Develop plans to construct a two-lane roundabout at the intersection of West First Street and Coleman Street with associated approaches. The realignment of West First Street will begin east of Main Street and continue to approximately 250' east of the existing intersection, and approximately 325' north and 200' south of the existing Coleman intersection. Refer to **Appendix A** for additional conceptual roundabout information. Included with Task 14, Garver will extend the proposed 12" waterline through the proposed roundabout corridor from Main Street to the eastern limit and also stub-out the proposed waterline at the north and south terminus of the approaches along Coleman Street. The sizes of the waterline may change.

Task 15 – Traffic Study description

1. Traffic Data Collection

Garver will subcontract with the GRAM Traffic North Texas, Inc. to perform data collection at the following location: **First St & Coleman St**. The traffic data collection will include 24-hour turning movement counts at the above intersections with truck classifications and bike and pedestrian data included. The collection will occur after Notice to Proceed and will be conducted for a typical day, when school is in session and will avoid holiday influences.

2. Traffic Analysis

Garver will determine peak hours from collected traffic counts for the proposed intersection, develop future year traffic volume diagrams, and analyze existing and proposed conditions, The following tasks will be completed to support the development of a preferred option to carry into development of final construction plans.

Garver will perform field observations of existing delays, queues, and lane utilization within the study area to validate base models

Garver will develop traffic volumes for one scenario to be used for analysis from the raw data collected. Engineer will develop 2022 traffic volumes for the existing configuration and will study traffic growth trends in area and develop future forecasts for the project. Engineer will perform traffic growth analysis within the study area. The Engineer will use the future design volumes and analyze the intersection preferred design.

Garver will perform traffic simulation modeling and capacity analysis for the existing and proposed configurations. Intersection Level of Service analysis using SIDRA software for the following scenarios:

- 2022 Existing Configuration (AM/PM)
- Future analysis (+20 years) for the Existing Road Configuration (AM/PM)
- Future Build (+20 years) Configuration (AM/PM)

Garver will summarize all preliminary findings in a meeting with Town staff before finalizing any recommendation.

### 3. AutoTURN Analysis

Garver will perform a swept path analysis modeling the listed design vehicles:

- a. SU-30 (Box truck 30ft)
- b. Firetruck (dimensions to be verified)
- c. BUS-40 (School bus 40ft)

Garver will verify these vehicles can appropriately navigate the proposed multilane roundabout. The analysis will be provided to the town engineer in pdf format.

### 4. Traffic Report

Garver will produce sections for the draft report. After the comments from Town, the engineer will update all report elements for the final report. The report will include sections documenting the operational performances of the proposed roundabout design, document conclusions, and the final recommendations from the traffic perspective.

Task 16 – Garver’s survey subconsultant will perform additional topographic survey in accordance with **Exhibit A** dated June 9, 2020 for the limits shown in **Appendix A** in this Contract Amendment No. 2. The subconsultant will also develop Right of Way and/or Easement documents not already provided in the original contract in order to obtain the property necessary to construct the roundabout. (Assumes max seven (7) Right of Way documents and max seven (7) Easement documents). Additional topographic survey along West First Street from Main Street to a point approximately 350 feet east of the centerline of Coleman Street, and along Coleman Street from the centerline of West First Street approximately 430 feet north & 300 south. These limits will provide an additional topographic survey beyond the original scope of 100’ further east from Coleman Street along West First Street, 330’ further north from West First Street along Coleman Street, and 200’ further south from West First Street along Colman Street. Perform a boundary survey of the right-of-way of Coleman Street north of Second Street to the northern project limits. Survey limits will extend 30 feet beyond the proposed right-of-way limits on the attached sketch but not where such a distance would exceed the face of existing buildings. Survey behind fences will be performed only as required. A reasonable effort to request Texas811 to completely mark underground utilities within the project limits. However, Garver does not accept responsibility for unresponsiveness by Texas811 or locating utilities not marked by Texas811.

Task 17 – Garver’s irrigation subconsultant will provide irrigation plans as part of this Contract Amendment No. 2. The limits of the additional irrigation design will primarily be focused on the center island of the proposed roundabout. Areas to be irrigated west of the roundabout were included in the original scope. Areas to be irrigated will include grassed medians and the center roundabout island. Parkway irrigation is not included in this Contract Amendment no. 2, nor the original contract.

## **II. TASK SUMMARY**

Task 14 – Roundabout Design. Include the following Construction Plan Sheets (estimated):

- Typical Sections (3 Sheets)
- Horizontal & Vertical Control (1 Sheet)
- Special Details (2 Sheets)
- Paving Control Sheet (1 Sheet)
- Form Grade Details (1 Sheet)
- Removal Plans (5 sheets)
- Erosion Control Plans (5 sheets)
- Plan & Profile Sheets (6 sheets)
- Traffic Control & Phasing (12 sheets)
- Signing and Pavement Markings (5 sheets)
- Sign Details (1 Sheet)
- Waterline Plan & Profile (5 Sheets)

- Cross Sections (10 Sheets)

Task 15 – Roundabout Traffic Study.

- Traffic Data Collection
- Traffic Observation
- Traffic Growth Analysis
- SIDRA modeling
- AutoTURN Analysis
- Traffic Analysis
- Summary Report

Task 16 – Additional Topographic Survey and Document Preparation for Roundabout Design. Provide topographic survey for the areas described above for the proposed roundabout design. Also provide Right of Way and/or Easement documents to the Town of Prosper for property required to construct the proposed roundabout. (Assumes max seven (7) Right of Way documents and max seven (7) Easement documents)

Task 17 – Irrigation Design. Include the following Construction Plan Sheets (estimated):

Irrigation Plans from east of Main Street throughout the proposed roundabout corridor including proposed approaches. Only grassed medians and the center roundabout island will be irrigated. (7 Sheets)

Notes:

1. No other plans sheets proposed in the original contract will be revised nor will any other sheets be added in this Contract Amendment #2 other than those listed above. This Contract Amendment #2 is solely for the purposes expressly described above and no additional work will be performed in this Contract Amendment #2 to any other features of the Project.
2. Illumination/Lighting is not included in this Contract Amendment. Please note that Illumination is strongly recommended for Roundabout Design/Construction/Operation.
3. Task 15 – No other intersections or traffic signals will be included in this report.

**III. DELIVERABLES**

<u>Task 14 – Roundabout Design</u>	Submit additional sheets in the Construction Plans as described in this Contract Amendment #2.
<u>Task 15 – Roundabout Traffic Study</u>	Traffic Report and AutoTURN Analysis.
<u>Task 16 – Additional Topographic Survey and Document Preparation for Roundabout Design</u>	Supplement the original topographic survey to provide data for roundabout design. Provide Right of Way and/or Easement documents for the Town of Prosper for Roundabout construction.
<u>Task 17 – Additional Irrigation Design for Roundabout</u>	Submit additional sheets in the Construction Plans as described in this Contract Amendment #2.

**EXHIBIT B2  
COMPENSATION SCHEDULE**

**CONTRACT AMENDMENT #2  
BETWEEN THE TOWN OF PROSPER, TEXAS, AND GARVER, LLC  
FOR THE WEST FIRST STREET – DALLAS NORTH TOLLWAY TO COLEMAN STREET PROJECT (1512-ST)**

**I. COMPENSATION SCHEDULE**

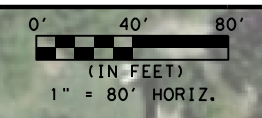
Task	Completion Schedule	Compensation Schedule
Notice-to-Proceed	Aug 2022	
Task 16 – Additional Topographic Survey (Lump Sum)	Aug 2022	\$18,940.00
Task 15 – Roundabout Traffic Study (Lump Sum)	Sept 2022	\$13,098.00
Task 14 – Roundabout Design (65% Sub.)(Lump Sum)	Nov 2022	\$91,698.00
Task 16 – ROW & Easement Document Prep (per Parcel)	Jan 2023	\$22,330.00
Task 14 – Roundabout Design (95% Sub.)(Lump Sum)	Mar 2023	\$24,086.00
Task 17 – Additional Irrigation Design (Lump Sum)	Mar 2023	\$1,140.00
Task 14 – Roundabout Design (Final)(Lump Sum)	June 2023	\$14,694.00
<b>Total Compensation</b>		<b>\$185,986.00</b>

**II. COMPENSATION SUMMARY**

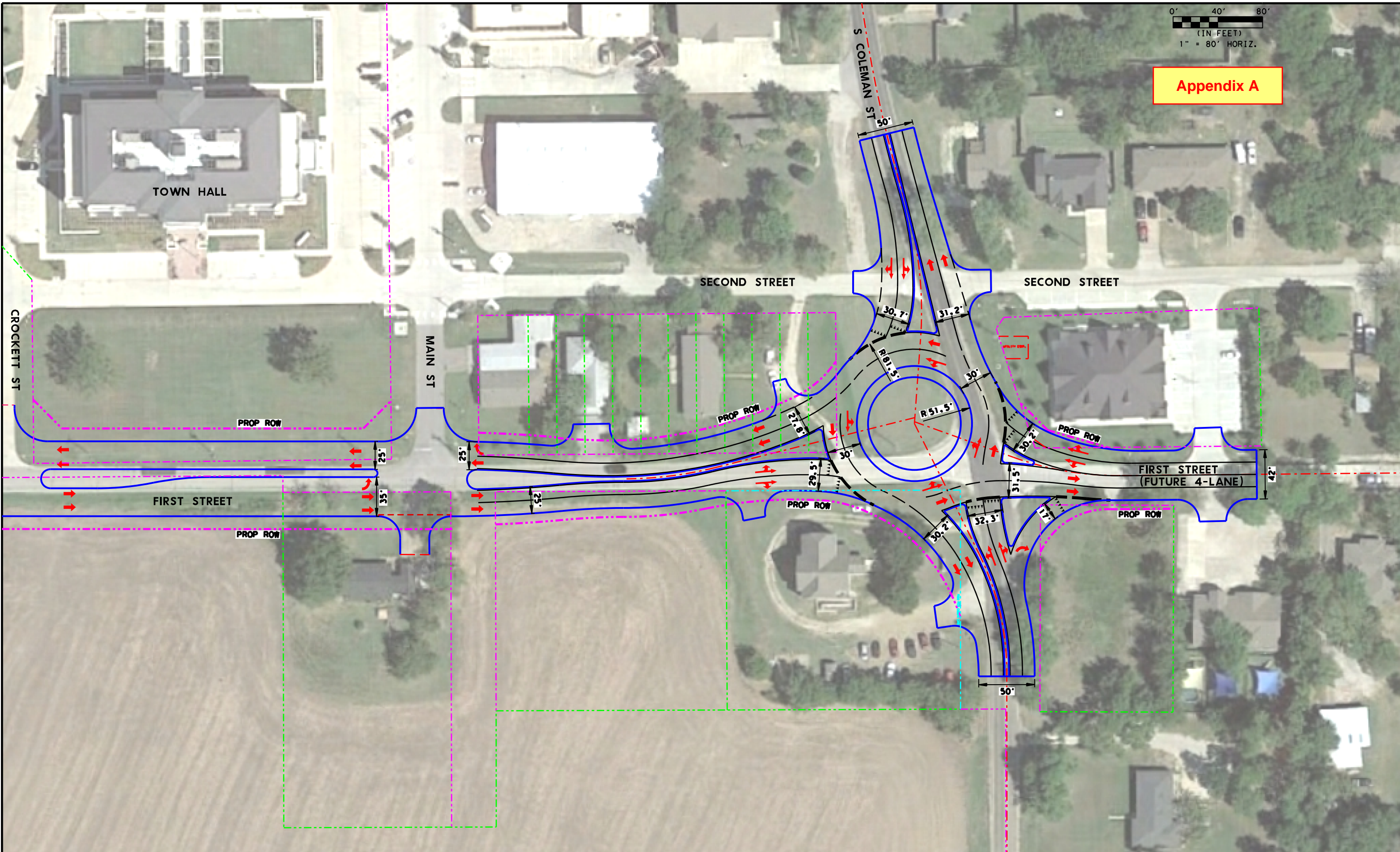
Basic Services (Lump Sum)	Amount
Task 16 – Additional Topographic Survey (Lump Sum)	\$18,940.00
Task 15 – Roundabout Traffic Study (Lump Sum)	\$13,098.00
Task 14 – Roundabout Design (65% Sub.)(Lump Sum)	\$91,698.00
Task 14 – Roundabout Design (95% Sub.)(Lump Sum)	\$24,086.00
Task 17 – Additional Irrigation Design (Lump Sum)	\$1,140.00
Task 14 – Roundabout Design (Final)(Lump Sum)	\$14,694.00
<b>Total Basic Services:</b>	<b>\$163,656.00</b>

Special Services	Amount
Task 16 – ROW & Easement Document Prep (per Parcel)	\$22,330.00
<b>Total Special Services:</b>	<b>\$22,330.00</b>

<b>Direct Expenses</b>	<b>Amount</b>
None	\$0.00
<b>Total Direct Expenses:</b>	<b>\$0.00</b>



**Appendix A**



TNGUYEN 6/16/2021 3:05:00 PM  
 WORKSPACE:\XDOT\_2016  
 \garver\m\c\local\gdata\Projects\2020\201746004 - Prosper First Street Reconstruction\Drawings\Coleman Exhibits\65pcet\_Roundabout\_2LN - OPT2.dgn  
 REVISID DATE:

NO.	DATE	REVISION	APPROV.



TEXAS  
 REGISTRATION NO.  
 F-5713  
  
 3010 Gaylord Parkway  
 Suite 190  
 Frisco, TX 75034  
 (972) 377-7480

**CONCEPTUAL EXHIBIT**  
 THIS DOCUMENT IS RELEASED  
 FOR THE PURPOSE OF INTERIM  
 REVIEW UNDER THE AUTHORITY OF  
 R. JAKE BENNETT, P.E. 107152  
 ON 6/8/2022  
 IT IS NOT TO BE USED FOR  
 CONSTRUCTION, BIDDING OR  
 PERMIT PURPOSES.

PRJ NO.	20T46004
DESIGN CHECK	RCC RJB
DRAWN CHECK	RCC RJB
DATE	2/15/2021
SCALE	AS SHOWN


**FIRST STREET  
 RECONSTRUCTION**  
  
**CONCEPTUAL EXHIBIT  
 FIRST STREET @ COLEMAN STREET  
 ROUNDABOUT**  
  
**TOWN OF PROSPER, TEXAS**

SHEET  
 1 OF 1  
  
 SHEET NO.