

## ENGINEERING SERVICES AGREEMENT

**THIS AGREEMENT** is made and entered by and between COLLIN COUNTY TOLL ROAD AUTHORITY, a political subdivision of the State of Texas, hereinafter referred to as "CCTRA", and, CH2M Hill, Inc., a Florida Corporation, hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

### WITNESSETH:

**WHEREAS**, the CCTRA desires to engage the services of the Engineer to perform engineering and consulting services in connection with the Collin County Outer Loop, Segment 3 (Denton County Line to US 75) in Collin County, hereinafter referred to as the "Project"; and

**WHEREAS**, the Engineer desires to render such engineering services for the CCTRA upon the terms and conditions provided herein.

### NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

#### **I. Employment of the Engineer**

The CCTRA hereby agrees to retain the Engineer to perform professional engineering services in connection with the Project; Engineer agrees to perform such services in accordance with the terms and conditions of this Agreement, exercising the same degree of care, skill, and diligence as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances.

#### **II. Scope of Services**

2.1 The parties agree that Engineer shall perform such services as are set forth herein and described in Exhibit "A", which is attached hereto and thereby made a part of this Agreement. Work for each phase shall be preceded by a Notice to Proceed issued by CCTRA. The parties understand and agree that deviations or modifications in the form of written change orders may be authorized from time to time by the CCTRA.

2.2 The Engineer will serve as the CCTRA's professional engineering representative under this Agreement, providing professional engineering, consultation, advice and furnishing customary services incidental thereto. The Engineer agrees to cooperate and coordinate with other design professionals, the CCTRA and its contractors to help facilitate efficient construction of the Project and maintain the Project schedule.

2.3 The Engineer shall advise the CCTRA with regard to the necessity for subcontract work such as special surveys, tests, test borings, or other subsurface investigations in connection with design and engineering work to be performed hereunder. The Engineer shall also advise the CCTRA concerning the results of same. Such survey, test, and investigations shall be furnished to the CCTRA.

2.4 The presence or duties of the Engineer's personnel at a construction site, whether as on-site representatives or otherwise, do not make the Engineer or its personnel in any way responsible for those duties that belong to CCTRA's construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including but not limited to, all construction methods, means, techniques, sequences and procedures necessary for completing all portions of the construction work in accordance with the Contract Documents and any health or safety precautions required by such construction work. The Engineer and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

2.5 The Engineer will make periodic recommendations for periodic construction progress payments to the construction contractor. Recommendations by the Engineer to the CCTRA for periodic construction progress payments to the construction contractor will be based on the Engineer's knowledge, information, and belief from sampling and observation that the work has progressed to the point indicated. Such recommendations do not represent that there are not other matters at issue between the CCTRA and the construction contractor that affect the amount that should be paid.

2.6 The Engineer agrees to provide a complete and coordinated set of drawings and specifications for the construction of the Project, exercising the same degree of care, skill, and diligence as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. Construction drawings, specifications, and other construction documents prepared by the Engineer or its consultants and submitted to the CCTRA for approval or contractors for bidding or negotiation purposes shall be complete and capable of construction "as is". While the utility of communications between design professionals and construction contractors for the purpose of clarifying design intent is recognized, the Project should be capable of construction without the necessity of formal revisions or contract modifications to provide missing design information after construction contracts are awarded. Said documents shall comply with all applicable codes, ordinances, statutes, and regulations governing the design of the Project.

2.7 The Engineer shall assist the CCTRA in the preparation and filing of documents required for the approval of governmental authorities having jurisdiction over the Project.

### **III. Schedule of Services**

3.1 The Engineer agrees to commence its services immediately upon execution of this Agreement, or as otherwise directed in writing by the CCTRA, and to proceed diligently with said services to completion as described in the Completion Schedule attached hereto as Exhibit "B" and thereby made a part of this Agreement. Engineer shall not be considered in default of this Agreement for delays in performance caused by circumstances beyond its reasonable control. Should such circumstances occur, the Engineer shall, within a reasonable time of being prevented from performing, give written notice to the CCTRA describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

3.2 In the event that the Engineer is delayed in the progress of the work on the Project by an act or neglect of the CCTRA, CCTRA's employees, or separate contractors employed by the CCTRA, or by changes ordered in the Project, fire, adverse weather conditions not reasonably anticipated, unavoidable casualties or other causes beyond the Engineer's control, or delay authorized by the CCTRA pending arbitration, or by other causes which the CCTRA and Engineer agree may justify delay, then the Contract Time shall be reasonably extended by Change Order. The CCTRA shall have the right at any time to delay or suspend the work or any part thereof for any reasonable time and if this happens, the Engineer's

sole remedy for any delays or suspension shall be any extension of time. However, should the delay continue for more than one year past the original completion date in the completion schedule, the Engineer may request to renegotiate their professional fee provided that the fee is reasonable and substantiated by documents showing the need for the requested increase. Any request for a fee increase shall be submitted to Collin County Toll Road Authority for final approval. The CCTRA shall not be independently liable to the Engineer for any delay or interference caused by circumstances beyond the CCTRA's control or any delay caused by any other person or entity.

#### **IV. Compensation and Method of Payment**

The parties agree that Engineer shall be compensated for all services provided pursuant to this Agreement in the amount and manner described and set forth in the Payment Schedule attached hereto as Exhibit "C" and thereby made a part of this Agreement. Engineer further agrees that it will prepare and present such monthly progress reports and itemized statements as are described in said Exhibit "C". Payment will be made in accordance with The Texas Government Code, Title 10, Subtitle F, Chapter 2251. Engineer further agrees to the following terms prior to payment being due by CCTRA:

##### **A. Invoice and Payment**

- (1) The Engineer shall provide the CCTRA sufficient documentation to reasonably substantiate the invoices.
- (2) The Engineer will issue monthly invoices for all work performed under the Agreement.
- (3) In the event of disputed or contested billing, only that portion so contested will be withheld from payment, and the undisputed portion will be paid. The CCTRA will exercise reasonableness in contesting any portion thereof. NO interest will accrue on any contested portion of the billing until mutually resolved.
- (4) In the event of any conflict between Paragraph IV and Chapter 2251 of the Texas Government Code, The Texas Government Code shall prevail.

#### **V. Information to be provided by the CCTRA**

5.1 The CCTRA agrees to furnish to Engineer, prior to the Engineer's commencement of its services, all that information set forth and described on Exhibit "D", which is attached hereto and thereby made a part of this Agreement.

5.2 The CCTRA will make its facilities accessible to the Engineer as required for the Engineer's performance of its services. The Engineer represents that it understands the scope of this Agreement and has reviewed and inspected the Project sites, and can fully perform its obligations pursuant to this Agreement. Any failure of the Engineer to acquaint itself with the available information will not relieve the Engineer from its responsibilities pursuant to this Agreement.

5.3 The CCTRA shall disclose, to the extent known to the CCTRA, the results of prior tests, inspections or investigations conducted for the Project upon request by the Engineer.

#### **VI. Progress Meetings**

In addition to providing the monthly progress reports as required under Paragraph IV herein above, Engineer agrees to attend all monthly progress meetings scheduled by CCTRA, and at such meetings to outline work accomplished and special problem or delays encountered in connection with the

Project during the previous report period, as well as planned work activities and special problems and delays anticipated for the next report period. The Engineer agrees to cooperate and coordinate with other design professionals, the CCTRA and its contractors to help facilitate efficient construction of the Project and maintain the Project schedule.

### **VII. Insurance**

Engineer agrees to meet all insurance requirements as set forth on Exhibit "E" which is attached hereto and thereby made a part of this Agreement.

### **VIII. Indemnity**

8.1 The Engineer agrees to the fullest extent permitted by law, to indemnify and hold harmless the CCTRA and its officers, agents and employees of and from damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, arising out of or occasioned by Engineer's breach of any of the terms or provisions of this Agreement, or by any other negligent act, error or omission of the Engineer, its agents, servants, employees, subcontractors, licensees, invitees, or any other persons or entities for whose acts the Engineer is legally liable.

8.2 In claims against any person or entity indemnified under this Section 8.1 by an employee of the Engineer, anyone directly or indirectly employed by the Engineer or anyone for whose acts the Engineer may be liable, the indemnification obligation under this Section 8.1 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Engineer under workers' compensation acts, disability benefit acts or other employee benefit acts.

### **IX. Independent Contractor**

In the performance of services hereunder, the Engineer shall be deemed an independent contractor and shall not, with respect to its acts or omissions, be deemed an agent, subcontractor or employee of the CCTRA.

### **X. Assignment and Subletting**

The Engineer agrees that neither this Agreement nor the services to be performed hereunder will be assigned or sublet without the prior written consent of the CCTRA. The Engineer further agrees that the assignment or subletting or any portion or feature of the services required in the performance of this Agreement shall not relieve the Engineer from its full obligations to the CCTRA as provided by this Agreement.

### **XI. Audits and Records/Prohibited Interest**

11.1 The Engineer agrees that at any time during normal business hours, and as often as CCTRA may deem necessary, Engineer shall make available to representatives of the CCTRA for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of the CCTRA to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, all for a period of one (1) year from the date of final settlement of this Agreement or of such other or longer period, if any, as may be required by applicable statute or other lawful requirements.

11.2 The Engineer agrees that it is aware of the prohibited interest requirements of the state law which are applicable to persons entering into contracts with the CCTRA and will abide by the same. Further, a lawful representative of Engineer shall execute the Affidavit shown in Exhibit "F". Engineer understands and agrees that the existence of a prohibited interest during the term of this Agreement will render the agreement voidable.

11.3 The Engineer acknowledges to the CCTRA that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interest, direct or indirect, in property abutting the proposed Project and business relationships with persons or entities with interest in abutting properties.

## **XII. Contract Termination**

The parties agree that CCTRA shall have the right to terminate this Agreement without cause upon thirty (30) days written notice to Engineer. In the event of such termination without cause, Engineer shall deliver to CCTRA all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Engineer in connection with this Agreement. Engineer shall have the right to terminate this Agreement upon thirty (30) days written notice to CCTRA in the event of the CCTRA's breach of any material term of this Agreement, including but not limited to compensation and method of payment. Regardless of which party initiates termination, Engineer shall be entitled to compensation for any and all services completed to the satisfaction of CCTRA in accordance with the provisions of this Agreement prior to termination.

## **XIII. Cost Estimates**

The parties recognize and agree that any and all Engineer's estimates of probable construction costs (estimates) prepared by Engineer in connection with the Project represent the best judgment of Engineer as a design professional familiar with the construction industry, but that the Engineer has no control over costs or the price of labor, equipment or materials or over the Contractor's methods of pricing and does not guarantee that any bids solicited or received in connection with the Project will not vary from estimates prepared by Engineer.

## **XIV. Ownership of Documents**

Original drawings and specifications (Instruments of Service) created by Engineer are the property of the Engineer; however, the Project is the property of the CCTRA, and Engineer may not use the drawings and specifications for any purpose not relating to the Project without CCTRA's consent. CCTRA shall be furnished with such reproductions of drawings and specifications as CCTRA may reasonably require. Upon completion of the services or any earlier termination of this Agreement under Article XII, and payment in full of all monies due Engineer, Engineer will revise drawings to reflect significant changes made during construction as per the marked-up prints, drawings, and other data furnished to the Engineer by or through the CCTRA or Contractor. Engineer will promptly furnish the CCTRA with one (1) complete set of reproducible record prints. All such reproductions shall be the property of the CCTRA who may use them without the Engineer's permission for any proper purpose relating to the Project, including but not limited to, maintenance of the Project, additions to the Project, or completion of the Project. The aforementioned revisions will be based upon information supplied by the CCTRA's construction contractor and will be assumed by Engineer to be complete and accurate. As

such, Engineer shall not be responsible for errors or omissions resulting therefrom. Prints shall be furnished, as an additional service, at any other time requested by CCTRA. The CCTRA may use such drawings in any manner it desires; provided, however, that the Engineer shall not be liable for the use of such drawings for any project other than the Project described herein.

**XV. Complete Contract**

15.1 This Agreement, including the exhibits hereto numbered "A" through "F", constitute the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument, signed by the CCTRA and the Engineer.

15.2 Warranties contained in this Agreement are in addition to and not in lieu of, any and all other liability imposed upon the Engineer by law with respect to the Engineer's duties, obligations, and performance hereunder. The Engineer's liability hereunder shall survive the CCTRA's final acceptance and payment for the Project. All representations and warranties set forth in this Agreement, including without limitation, this paragraph, shall survive the final completion of the Work or earlier termination of this Agreement. The Engineer acknowledges that the CCTRA is relying upon the Engineer's skill and experience in performing the services pursuant to this Agreement.

**XVI. Mailing of Notices**

Unless instructed otherwise in writing, Engineer agrees that all notices or communications to the CCTRA permitted or required under this Agreement shall be addressed to the CCTRA at the following address:

Mr. Ruben Delgado, P.E., Director  
Collin County Engineering Department  
825 N. McDonald, Suite 160  
McKinney, Texas 75069

County agrees that all notices or communications to Engineer permitted or required under this Agreement shall be addressed to Engineer at the following address:

CHAMHILL / Phil. Gerby, P.E.  
12322 Merit Drive  
Suite 1000  
Dallas, TX 75251

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the date such notice or communication is posted by the sending party.

**XVII. Miscellaneous**

**A. Paragraph Headings**

The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

**B. Interpret Contract Fairly**

Although this Agreement is drafted by CCTRA, should any part be in dispute, the parties agree that the Agreement shall not be construed more favorable for either party.

**C. Venue/Governing Law**

The parties agree that the laws of the State of Texas shall govern this Agreement, and that it is performable in Collin County, Texas. The venue for any litigation related to this Agreement shall be in Collin County, Texas.

**D. Parties Bound**

CCTRA and Engineer, and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

**E. Severability**

In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect.

**F. Effective Date**

This Agreement shall be effective from and after execution by both parties hereto.

**G. Term of Agreement**

The term of Agreement shall conform to the schedule as stipulated in Exhibit "B" attached herein. No other extension shall be authorized unless granted by written agreement between the CCTRA and Engineer.

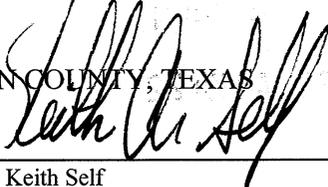
**H. Observe and Comply**

Engineer shall at all times observe and comply with all federal and State laws and regulations and with all City ordinances and regulations which in any way affect this Agreement and the work hereunder, and shall observe and comply with all orders, laws, ordinances and regulations which may exist or may be enacted later by governing bodies having jurisdiction or authority for such enactment. No plea of misunderstanding or ignorance thereof shall be considered. Engineer agrees to defend, indemnify and hold harmless CCTRA and all of its officers, agents, and employees from and against all claims or liability arising out of the violation or any such order, law, ordinance, or regulation, whether it be by itself or its employees.

WITNESS OUR HANDS AND SEALS on the date indicated below.

Date: 9/25/09

COLLIN COUNTY, TEXAS

By: 

Keith Self  
Collin County Toll Road Authority Board President  
Court Order No. 2009-3024-09-14

Date: September 21, 2009

By: 

Title: Vice President

ACKNOWLEDGMENT

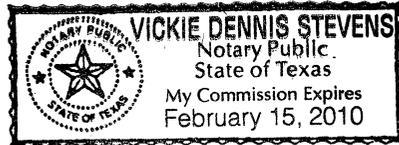
STATE OF TEXAS }

COUNTY OF DALLAS }

BEFORE ME, VICKIE DENNIS STEVENS on this day personally appeared MICHAEL BASTIAN of CH2M HILL, a Corporation, known to me (or proved to me on the oath of \_\_\_\_\_) or through \_\_\_\_\_ (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as the act and deed of the corporation, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 21 day of SEPTEMBER, 2009.

Vickie Dennis Stevens  
Notary Public, State of Texas



VICKIE DENNIS STEVENS  
Printed Name

My Commission expires on the 15 day of FEBRUARY, 2010

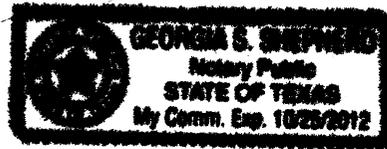
STATE OF TEXAS }

COUNTY OF COLLIN }

BEFORE ME, Georgia S. Shepherd on this day personally appeared Keith Self, Board President of the **COLLIN COUNTY TOLL ROAD AUTHORITY**, a political subdivision of the State of Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as the act and deed of the **COLLIN COUNTY TOLL ROAD AUTHORITY**, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the <sup>25th</sup> day of September, 2009.

Georgia S. Shepherd  
Notary Public, State of Texas



Georgia S. Shepherd  
Printed Name

My Commission expires on the 25th day of October, 2012

**EXHIBIT "A"**

**SCOPE OF SERVICES**

See attached document

**EXHIBIT "B"**  
**COMPLETION SCHEDULE**

See attached

**EXHIBIT "C"**

**PAYMENT SCHEDULE**

Invoices will be transmitted to the County on a monthly basis based on a percentage of completion up to that time, and payments to the Engineer will be made as follows:

A derivation of the total contract fee amount is attached.

**EXHIBIT "D"**

**INFORMATION TO BE PROVIDED BY THE COUNTY**

The CCTRA will make available to Engineer any and all information, data, etc. as it may have in its possession relating to the project described herein.

**EXHIBIT "E"**

**INSURANCE REQUIREMENTS**

1.0 Before commencing work, the vendor shall be required, at its own expense, to furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s) required by Texas Law indicating the coverage is to remain in force throughout the term of this contract. In addition to any coverage required by Texas Law, the vendor shall provide the following coverages.

1.1 Broad Form Commercial General Liability insurance at minimum combined single limits of (\$1,000,000 per-occurrence and \$2,000,000 general aggregate) for bodily injury and property damage, which coverage shall include products/completed operations, independent contractors, and contractual liability each at \$1,000,000 per occurrence. Coverage must be written on an occurrence form.

1.2 Workers Compensation insurance at statutory limits, including employers liability coverage at minimum limits. In addition to these, the contractor must meet each stipulation below as required by the Texas Department of Insurance, Division of Workers' Compensation; (Note: If you have questions concerning these requirements, you are instructed to contact the DWC.

1.2.1 Definitions: Certificate of coverage ("certificate"). A copy of a certificate of authority to self-insure issued by the commission, or a coverage agreement in a form approved by the DWC (i.e. DWC-81, DWC-82, DWC-83, OR DWC-84), showing statutory workers compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project. Duration of the project includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project includes, but is not limited to, all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project.

1.2.2 The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Title 5 of the Texas Labor Code, for all employees of the contractor providing services on the project, for the duration of the project.

1.2.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

1.2.4 If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

1.2.5 The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

1.2.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

1.2.5.2 no later than seven (7) days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

1.2.6 The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

1.2.7 The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

1.2.8 The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

1.2.9 The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

1.2.9.1 provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Title 5 of the Texas Labor Code, for all of its employees providing services on the project, for the duration of the project;

1.2.9.2 provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

1.2.9.3 provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

1.2.9.4 obtain from each other person with whom it contracts, and provide to the contractor:

1.2.9.4.1 a certificate of coverage, prior to the other person beginning work on the project; and

1.2.9.4.2 a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

1.2.9.5 retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

1.2.9.6 notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

1.2.9.7 contractually require each person with whom it contracts, to perform as required by paragraphs 1.2.1 through 1.2.7, with the certificates of coverage to be provided to the person for whom they are providing services.

1.2.10 By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

1.2.11 The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

1.3 Commercial Automobile Liability insurance shall be no less than \$500,000 combined single limits per accident for bodily injury and property damage, including owned, non-owned, and hired vehicle coverage.

1.4 Professional Liability Insurance at minimum limits of \$1,000,000. This policy must have a two (2) year extended period of coverage, (i.e. tail coverage). If you choose to have project coverage endorsed onto your base policy, this would be acceptable.

2.0 The required limits may be satisfied by any combination of primary, excess or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following form. The vendor may maintain reasonable and customary deductibles, subject to approval by the Collin County Toll Road Authority.

3.0 With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:

3.1 A waiver of subrogation in favor of the Collin County Toll Road Authority, its officials, employees, volunteers and officers shall be contained in the workers compensation coverage.

3.2 The vendor's insurance coverage shall name the Collin County Toll Road Authority as additional insured under the General Liability policy.

3.3 All insurance policies shall be endorsed to require the insurer to immediately notify the Collin County Toll Road Authority of any decrease in the insurance coverage limits.

3.4 All insurance policies shall be endorsed to the effect that the Collin County Toll Road Authority will receive at least thirty (30) days notice prior to cancellation, non-renewal or termination of the policy.

3.5 All copies of Certificates of Insurance shall reference the project/contract number.

4.0 All insurance shall be purchased from an insurance company that meets the following requirements:

4.1 A financial rating of B+VII or better as assigned by the BEST Rating Company or equivalent.

5.0 Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:

5.1 Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.

5.2 Sets forth the notice of cancellation or termination to the Collin County Toll Road Authority.

**EXHIBIT "F"**

**AFFIDAVIT OF NO PROHIBITED INTEREST**

I, the undersigned, declare and affirm that no person or officer in this sole proprietorship, partnership, or corporation, whatever the case, has or will have during the term of this contract a prohibited interest as that term is defined in Vernon's Texas Codes Annotated, Local Government Code Title 5, Section C, Chapter 171.

I further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

Name of Engineer Michael Bastian  
 Title of Officer Vice President  
 Signature of Officer Michael Bastian  
 Date: September 21, 2009

**ACKNOWLEDGMENT**

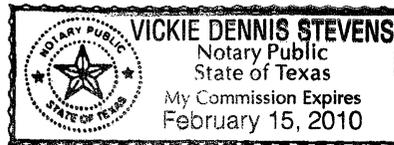
STATE OF TEXAS }  
 }  
 COUNTY OF DALLAS }

**BEFORE ME**, on this day personally appeared MICHAEL BASTIAN known to me (or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_ (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 21 day of September, 2009.

Vickie Dennis Stevens  
Notary Public, State of Texas

Vickie DENNIS Stevens  
Printed Name



My Commission expires on the 15 day of February, 2010.

# **Collin County Toll Road Authority Outer Loop from Denton County Line to US 75**

## **Scope of Work**

The work to be performed by the Engineer shall consist of revision to and preparation of a diagrammatic layout (existing and proposed) and preparation of the adopted technically preferred alignment for the Collin County Outer Loop from the Denton County line to US 75. Additionally, the Engineer will provide consulting services associated with developing the Outer Loop using a Public Private Partnership (P3) delivery method.

At the completion of the diagrammatic layout, under separate written authorization, the Collin County Toll Road Authority (CCTRA) may, authorize the Engineer to prepare a detailed schematic design and Right-of-Way (ROW) Map for the Collin County Outer Loop from the Denton County line to US 75. The CCTRA would authorize these services if the CCTRA determines that doing so will support the P3 procurement process.

The deliverables under the first authorization shall include a constraints map, a constraint spreadsheet, a revised diagrammatic layout from proposed DNT to US 75, a new diagrammatic layout from Denton County line to proposed DNT of the preferred alternative, public involvement meetings, and draft and final RFP's for P3 procurement. The deliverables under the second, separate authorization include, an engineering summary report, a detailed design schematic, and ROW mapping.

The Engineer will prepare a Constraint Map along with a listing of the constraints in a Excel spreadsheet to identify any potential adverse impacts within the project corridor. Identifications of all existing and proposed utilities (public and private), environmental features, structures, burial grounds, neighborhood communities, historical landmarks, and undeveloped areas will be provided. Any potential utility conflicts and structural impediments will also be identified. The Engineer will prepare the preferred alternative alignment overlaid on the constraints map and indicate the displacements and damages. The Engineer will also include plan data and typical sections. The Engineer will conduct four (4) public meetings as well as six (6) small group meetings with project stakeholders.

### **TASK 1 – DIAGRAMMATIC LAYOUT UPDATE**

#### **Update Base Maps**

The base maps to be used for the preferred alternative shall consist of Digital Ortho Quarter Quads (DOQQ's) and available USGS mapping. The base alignment shall be in accordance with the last reported alignment study from 2006, as provided by Collin County.

#### **Analyze Existing Conditions**

The alignment from Denton County to the proposed DNT alignment will be developed while also reviewing the assembled data and developed base maps for the DNT to US 75 limits. The overall analysis of the existing conditions and features will be studied for:

1. Right-of-way determination
2. Horizontal Alignment

### 3. Critical Locations

#### Constraints Mapping and Itemized Constraint Spreadsheet

Using the DOQQ base mapping, the Engineer will update or develop a constraints map of the project study area. The map may include, if appropriate, the following information.

Potential jurisdictional wetlands within the project study area.

The presence of recorded archeological sites and historical resources within the proposed project study area.

In addition, the Engineer will review available Federal Emergency Management Agency (FEMA) flood insurance maps to determine the boundaries of the 100-year and 500-year floodplain maps.

The Constraints Map will also indicate land use (based on GIS maps from CCTRA), utility easements and known utilities, and existing transportation facilities.

The Engineer will provide a spreadsheet listing of utilities and other constraints along and crossing the preferred alignment by roadway centerline stationing with potential conflict information.

Using the constraints map as a planning tool, the Engineer will develop 500 foot wide corridors representing potential Outer Loop alignments and include them in the Diagrammatic Layout.

#### Utility Inventory

For the preferred alignment, the Engineer shall summarize the utilities present within the corridor. The information is to include type, length, size, company name, and address.

#### Diagrammatic Layout

DNT to US75: The Engineer shall review the existing technically preferred alignment from DNT to US75 and develop alternative alignments. The Engineer will review alignment alternatives with the CCTRA and identify the preferred alternative alignment to minimize potential adverse impacts to residences, businesses and sensitive environmental features, major utility conflicts, structural impediments, or exceptions to County or FHWA design criteria.

Denton County Line to DNT: A technically preferred alignment has not been developed previously for this portion of the alignment. The Engineer will investigate and prepare alternative alignments from the Denton County Line to DNT. The Engineer will coordinate with Denton County on potential locations to tie into at the county line. After alignments are prepared the Engineer will review alignment alternatives with the CCTRA and identify the preferred alternative alignment to minimize potential adverse impacts to residences, businesses and sensitive environmental features, major utility conflicts, structural impediments, or exceptions to County or FHWA design criteria.

The Diagrammatic Layout will be prepared for presentation in public meetings and will include:

1. Drawings showing approximate centerline and right-of-way limits only.
2. Preliminary horizontal alignments.
3. Locations of potential grade separated and at grade intersections.

4. Preliminary typical sections.
5. Floodplain limits based on existing FEMA maps and GIS data. Research existing drainage studies, maps or plans for incorporation into future designs.
6. Approximate right-of-way acquisition requirements based on preliminary 500-foot wide typical section and use of other existing ROWs along the preferred alignment.
7. County and City limits and Extraterritorial Jurisdictions (E.T.J.'s) for surrounding cities and agencies.

The Engineer will also prepare preliminary cost estimates for the construction of the preferred alternative, including probable ROW costs.

### Public Involvement

The Engineer will develop and outline an agency coordination and public involvement program and will identify key contacts with agencies, the news media, public officials, citizens groups, neighborhood associations, and the general public. The program will identify the methods to be used for informing the public about the project and soliciting public input to the process. The plan will include public meetings in the study area, and small group meetings with local officials. The proposed public involvement program will employ the following methods for the exchange of information:

1. **Small Group Meetings** – Throughout the project, meetings with small groups from within the local community will be held as requested. The Engineer will provide a two-person team for each of these meetings to informally discuss the project. All requests for such meetings will be coordinated with the County prior to establishing a meeting date and time. The local organization will be responsible for providing the meeting location and contacting their members. For budget purposes, six such meetings are planned. The Engineer will prepare and submit Small Group Meeting minutes for each meeting.
2. **Phone and Mail Contact** – A master mailing list will be assembled and maintained by the Engineer. The County's assistance will be sought in preparing the mailing list. The public information meeting will provide a mailing address and phone number for the project team. Responsible project personnel having expertise in the area of concern will handle telephone and mail contact from interested parties. All mail and phone contacts will be responded to and will be coordinated with the County.
3. **Public Meeting**
  - a. The County will locate and arrange facilities for the public meeting and will notify the public in advance of the meeting through the use of newspaper advertisements. The Engineer will prepare and release a press notice through the County regarding the meeting. Public meeting notices will be mailed to interested parties.
  - b. The Engineer will conduct four public meetings; two in the project area and two with the CCTRA Board of Trustees to inform the public of the progress of the study and to obtain public input. All public concerns and

comments identified during the meeting will be noted. A set of comments will be compiled and the mailing list updated.

4. The Engineer will prepare and submit a public meeting report (four copies) to address the substantive comments made at the public meeting. This report will contain the following information:
  - a. Copies of sign-in sheets with names and addresses of the attendees
  - b. Summary and analysis of the proceedings and comments received
  - c. Responses to the substantive comments
  - d. Copy of the program/agenda and any information that was distributed
  - e. Reduced versions or photographs of the exhibits

#### Deliverables for Task 1

The following items will be completed for the project under the task 1 scope of work:

1. Public Meeting Report
2. Diagrammatic Layout showing proposed alternative alignments and existing technically preferred alignment
3. Constraints Map and Constraints Spreadsheet
4. Construction cost estimates for the preferred alignment

#### **TASK 2 – DEVELOP SCHEMATIC LAYOUT (By Separate authorization)**

Scope for the development of the schematic layout for the preferred alignment and related tasks shall be determined after the diagrammatic layout is prepared, and only if the CCTRA determines that the Engineer should develop the schematic.

#### **TASK 3 – ENVIRONMENTAL ASSESSMENT**

This scope of work includes some of the elements of an environmental assessment, but does not include all elements required for a complete environmental assessment. If the CCTRA requires a complete environmental assessment, the remaining elements required to complete the assessment will be added by separate authorization.

#### **TASK 4 – PUBLIC HEARING**

The Engineer will assist the County to conduct a public hearing upon final approval of the diagrammatic layout, if needed and authorized by supplemental agreement.

### **TASK 5 – SURVEY MAPPING**

It is assumed that no aerial survey mapping will be required for this project and that recent aerial surveying and mapping prepared by North Central Texas Council of Governments (NCTCOG) will be available and of sufficient detail and quality for use on this project.

#### **Ownership Data**

The Engineer/Surveyor shall perform a preliminary records search to obtain current property ownership documents, easements and existing right of way documents for use in updating the mapping for Diagrammatic Layout.

### **TASK 6 – PROJECT MANAGEMENT/PROJECT ADMINISTRATION**

The Engineer's project manager, in coordination with the County's Director of Engineering, will be responsible for directing and coordinating all activities and personnel associated with this project.

#### **Schedule, Progress Reports, and Invoices**

The Engineer will prepare a simple graphic milestone schedule indicating completion dates of major work items, deliverables, and reviews.

The Engineer will submit monthly progress reports to the CCTRA. Invoices for all work completed during the period will be submitted monthly to the CCTRA. Monthly progress reports will include written description of all activities ongoing or completed during the reporting period, activities planned for the following month, problems encountered and action required to remedy them. The progress report will include a tabulation of percent complete by task.

#### **Progress Meetings**

The Engineer will attend an estimated ten (10) project team meetings with Collin County. The purpose of these meetings is to discuss project status, plan upcoming events, and discuss and resolve any key project issues. Meeting minutes will be prepared and distributed for all meetings.

#### **Miscellaneous Coordination Meetings**

Attend miscellaneous coordination meetings with project stakeholders to include adjacent cities, utility companies, property owners, or CCTRA meetings or workshops. This has been estimated to include a total of twelve (12) meetings. Meeting minutes will be prepared and distributed for all meetings.

#### **Subconsultant Management**

The Engineer will prepare subcontracts for subconsultants, direct and monitor subconsultant activities, and review and recommend approval of subconsultant work and invoices.

#### **Quality Assurance/Quality Control**

The Engineer will provide continuous monitoring throughout the life of the project. As part of the project, the Engineer will prepare a Quality Management Plan defining the roles and responsibilities for quality for the project. The Engineer will also perform independent milestone reviews prior to each submittal and periodic reviews throughout

the project. Quality Assurance reviews will also be provided by the assigned Quality Assurance Manager on a regular basis.

**TASK 7 – RIGHT OF WAY MAPPING (By Separate Authorization)**

ROW mapping tasks will be added by supplemental agreement after the preferred alignment has been defined and approved by the CCTRA. In addition, a ROW strip map will be prepared for the preferred alignment first and then parcel mapping for entire segment will be authorized separately as funding and priorities are defined and provided.

**TASK 8 – GEOTECHNICAL (By Separate Authorization)**

Geotechnical analysis requirements shall be determined after the schematic has been prepared and approved and will be included in this contract as a supplemental agreement.

**TASK 9 – PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E) (By Separate Authorization)**

The plans, specifications, and estimates (PS&E) will be included in the scope by separate authorization by CCTRA if necessary.

**TASK 10 – PUBLIC PRIVATE PARTNERSHIP (P3) CONSULTING SERVICES**

The work to be performed by the Engineer includes assisting the CCTRA procure a P3 development contract for the proposed Collin County Outer Loop (CCOL). The P3 consulting services include meetings (up to four (4)) with select Roadway Developers/Concessionaires (Developers) to get industry input on developing a draft RFP for a P3 procurement. The Engineer will recommend the select Developers for CCTRA approval who have the interest, qualifications and proven experience to deliver successful P3 projects through various delivery approaches including the use of Comprehensive Development Agreements (CDAs) and more traditional public finance methods.

The Engineer will produce a draft RFP for review by the CCTRA and their other consultants, including legal and financial advisors. After receiving and incorporating comments from the CCTRA and their consultants and comments from the select Developers, the Engineer will produce a final RFP. The RFP will be advertized per CCTRA requirements.

The Engineer will hold a formal pre-bid meeting with all interested, potential Developers and their team members (constructors, engineers, attorneys, consultants). The Engineer will prepare and submit to the CCTRA meeting notes after each meeting clearly delineating information that is confidential and proprietary.

The Engineer will meet with representatives of Denton and Rockwall Counties (up to four (4) meetings) to explore the feasibility of extending the Outer Loop to logical termini in those counties: I35 in Denton and I30 in Rockwall. The County Meetings will also explore alternative project governance structures including the use of a Local Government Corporation.

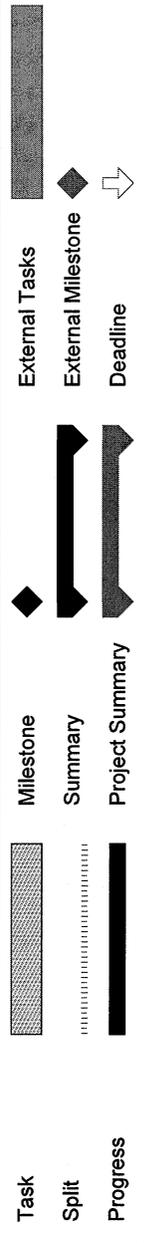
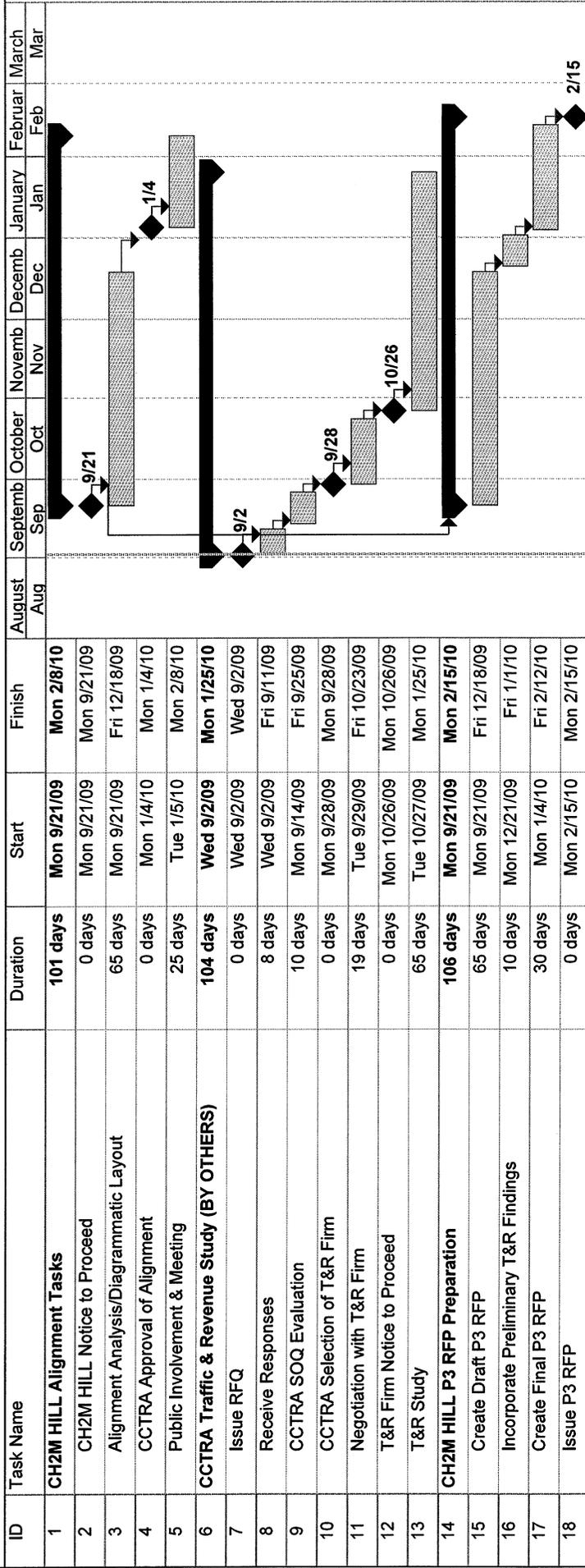
The Engineer will provide additional assistance after preparation and advertisement of the RFP, as necessary, based on a time and material basis for rates established by this contract. These services shall include preparing addenda to the RFP to address questions or issues raised by the competing Developers. Other additional services include assisting the CCTRA with evaluating the Proposals received from the

Developers, recommending the Developer that offers the best value to the CCTRA based on evaluation criteria established by the CCTRA, and/or assisting the CCTRA in negotiating the contract with the selected Developer.

The P3 Consulting Deliverables for this contract, not including additional services, includes the following documents:

- Report on pre-RFP meetings with select Developers
- Draft RFP
- Final RFP
- Report on pre-bid meeting

### COLLIN COUNTY OUTER LOOP SEGMENT 3 PUBLIC PRIVATE PARTNERSHIP RFP TIMELINE



Project: CCOL 3 Schedule  
Date: Wed 9/2/09

**COLLIN COUNTY OUTER LOOP SEGMENT 3  
PUBLIC PRIVATE PARTNERSHIP RFP TIMELINE**

**14 CH2M HILL P3 RFP Preparation**

1. Actual allowable time of response to RFP by developers/concessionaires to be determined during RFP development in accordance with other tasks undertaken by CCTRA to include legal and financial.
2. Criteria and time frame for evaluation of RFP's by CCTRA and it's consultants to be determined at a later date.

**SUMMARY**  
**CH2M HILL, INC.**  
**Collin County Outer Loop Section 3: Denton County Line to US 75**

<i>Collin County Outer Loop Section 3 Denton County Line to US 75</i>	
<b>TOTAL CH2M HILL FEE</b>	<b>\$472,651</b>
<b>TOTAL BROWN &amp; GAY FEE</b>	<b>\$55,665</b>
<b>TOTAL LAMB-STAR FEE</b>	<b>\$34,839</b>
<b>TOTAL CH2M HILL TEAM FEE</b>	<b>\$563,155</b>





Collin County Outer Loop - Denton County Line to US 75

MANHOURLY COST SUMMARY - BROWN & GAY ENGINEERS, INC. (BGE)													
TASK	DESCRIPTION	FIRM	UNITS	PRINCIPAL	PROJ MNGR	SENIOR ENGR	EIT	GIS MANAGER	GIS COORDINATOR	TECH	DBA	CLERICAL	TOTAL
1	A. DATA COLLECTION AND FIELD VISITS	BGE	4			12	4	8	4			0	76
	B. PROJECT STARTUP AND KICKOFF MEETING	BGE	4			68	64	36	16			24	336
	SUBTOTAL		8			80	68	44	20			24	412
	TOTAL DIRECT LABOR COSTS			\$ 211.25	\$ 169.00	\$ 162.50	\$ 104.00	\$ 142.00	\$ 100.00	\$ 75.00	\$ 109.37	\$ 81.25	\$ 521.55
	EXPENSE COST SUMMARY - BGE			\$ 3,380.00	\$ 10,140.00	\$ 13,000.00	\$ 7,072.00	\$ 6,248.00	\$ 2,000.00	\$ 5,400.00	\$ 2,624.88	\$ 2,275.00	\$ 25,139.88
	TASK 1 TOTAL					\$ 550.00	\$ 100.00	\$ 75.00	\$ 50.00	\$ 75.00	\$ 125.00	\$ -	\$ 975.00
	TASK 2 TOTAL					\$ 1,100.00	\$ 400.00	\$ 250.00	\$ 450.00	\$ 200.00	\$ 150.00	\$ -	\$ 2,550.00
	TOTALS					\$ 1,650.00	\$ 500.00	\$ 325.00	\$ 500.00	\$ 275.00	\$ 275.00	\$ -	\$ 3,525.00
	FEE SUMMARY - BGE												
	TASK 1 TOTAL									76	\$ 9,845.00	\$ 975.00	\$ 10,820.00
	TASK 2 TOTAL									336	\$ 42,294.88	\$ 2,550.00	\$ 44,844.88
	TOTALS									412	\$ 52,139.88	\$ 3,525.00	\$ 55,664.88

MANHOURLY ESTIMATE PER SHEET - BROWN & GAY ENGINEERS, INC

TASK	DESCRIPTION	FIRM	UNITS	PRINCIPAL	PROJ MNGR	SENIOR ENGR	EIT	GIS MANAGER	GIS COORDINATOR	TECH	DBA	CLERICAL	TOTAL	HOURS	UNIT
2	A. DEVELOP BASEMAP	BGE	1												0.0
	B. CONSTRAINTS MAPPING	BGE	1												MAP
	JURISDICTIONAL WETLANDS	BGE	8			12	16	12	4	16	8	8	76		
	ARCHEOLOGICAL AND HISTORICAL RESOURCES	BGE	8			12	16	8	4	16	8	8	72		
	FEMA 100 YR AND 500 YR FLOOD BOUNDARIES	BGE	8			16	16	8	4	16	8	8	76		
	LAND USE	BGE	8			16	16	8	4	16	8	8	76		
	CONSTRAINT SPREADSHEET	BGE	1												SPREADSHEET
	DEVELOP 500 FOOT WIDE ALIGNMENT ALTERNATIVES	BGE	5												ALIGNMENTS
	PROGRESS REPORTS AND MEETINGS	BGE	1												ALIGNMENTS
	SUBTOTAL					48	64	36	16	64	24	8	336		
	TASK 1 TOTAL					12	12	4	4	8	0	20	76		
	TASK 2 TOTAL					48	64	36	16	64	24	8	336		
	TOTAL HOURS					60	68	44	20	72	24	28	412		

