

THE STATE OF TEXAS

BUDGET AMENDMENT FY2005-109
AWARD

COUNTY OF COLLIN

BIDS AND PROPOSALS
PROFESSIONAL SERVICES AGREEMENT
ENGINEERING SERVICES FOR ROADS
ENGINEERING

On **July 26, 2005**, the Commissioners Court of Collin County, Texas, met in **regular session** with the following members present and participating, to wit:

Ron Harris
Phyllis Cole
Jerry Hoagland
Joe Jaynes **NOT PRESENT**
Jack Hatchell

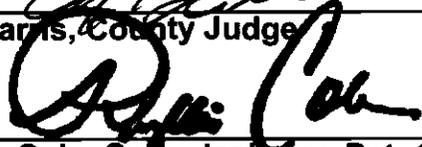
County Judge, Presiding
Commissioner, Precinct 1
Commissioner, Precinct 2
Commissioner, Precinct 3
Commissioner, Precinct 4

During such session the court considered a request for approval of an award and Professional Services Agreement for Engineering Services for Roads (RFI No. 07106-04) and budget adjustment of \$174,700 for same.

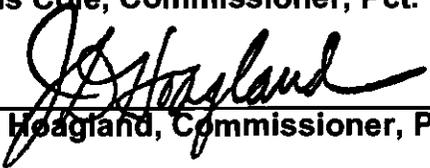
Thereupon, a motion was made, seconded and carried with a majority vote of the court to approve the award and Professional Services Agreement for Engineering Services for Roads (RFI No. 07106-04) to the best evaluated offeror, **Birkhoff, Hendricks & Conway, LLP**, budget adjustment of \$174,700 as detailed in the attached documentation and further authorize the Purchasing Agent to finalize and execute the agreement. Same is hereby approved in accordance with the attached documentation.



Ron Harris, County Judge



Phyllis Cole, Commissioner, Pct. 1



Jerry Hoagland, Commissioner, Pct. 2

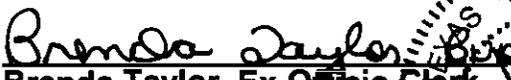
NOT PRESENT

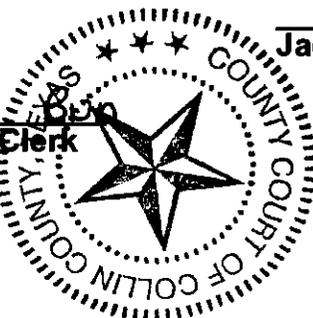
Joe Jaynes, Commissioner, Pct. 3



Jack Hatchell, Commissioner, Pct. 4

ATTEST:


Brenda Taylor, Ex-Officio Clerk
Commissioners' Court
Collin County, TEXAS



**CONFIDENTIAL
FOR COURT PACKETS ONLY**

**CONFIDENTIAL
COURT INFORMATION
ONLY**

Date: July 26, 2005
To: Judge Harris
Commissioners' Court
From: Darci Hooten, CPPB
Purchasing
Re: Professional Services: Engineering Services for Roads
RFI No. 07106-04

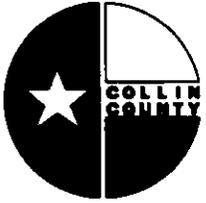
The evaluation committee's recommendation for the referenced submittal is to award to the best evaluated offeror, Birkhoff, Hendricks & Conway, LLP, for Professional Services: Engineering Services for Roads, RFI No. 07106-04.

After review of the submittal, it was determined by the committee that the Birkhoff, Hendricks & Conway, LLP, has the qualifications and experience needed to meet the requirements of this contract.

A copy of the fee proposal is attached for your reference.

REMINDER: RFI SUBMITTALS AND NEGOTIATIONS ARE CONFIDENTIAL UNTIL AFTER AWARD AND ARE NOT TO BE DISCUSSED WITH ANYONE OUTSIDE COMMITTEE MEMBERS.

Committee Members:
Commissioner Phyllis Cole
Commissioner Joe Jaynes
Ruben Delgado, PE Engineering
Bill Bilyeu, Administrative Services



COLLIN COUNTY

Engineering Department
825 N. McDonald Street
Suite 160
McKinney, Texas 75069
www.collincountytx.gov

To: Commissioners Court Date: 7/8/05
From: Ruben E. Delgado, Engineering *Rd/lej*
Subject: Request for Approval of Engineering Services for 2003 Bond
Project - FM 2514 From Parker Road To: FM 1378 – Location
Map Attached

On April 12, 2005, Commissioners Court approved use of 2003 bond discretionary funds for engineering and surveying services for the above project – see court order #2005-268-04-12.

Following review of submittals Birkhoff, Hendricks & Conway, L.L.P. was selected to provide engineering services. Our recommendation was based on the evaluation of proposals, verification of references and the proposed fee for services – see attached letter from Birkhoff, Hendricks & Conway, L.L.P.

The Engineering Department requests Commissioners Court authorization to enter into a Consulting Agreement with Birkhoff, Hendricks & Conway, L.L.P for engineering services in the amount of \$174,700.

I will be available to answer any questions you may have regarding this matter.

lrj

Attachment (2)

BIRKHOFF, HENDRICKS & CONWAY, L.L.P.
CONSULTING ENGINEERS

7502 Greenville Ave., #220

Dallas, Texas 75231

Fax (214) 361-0204

Phone (214) 361-7900

JOHN W. BIRKHOFF, P.E.
RONALD V. CONWAY, P.E.
GARY C. HENDRICKS, P.E.
JOE R. CARTER, P.E.
PAUL A. CARLINE, P.E.
MATT HICKEY, P.E.
DOUGLAS K. SHOWERS, P.E.

June 22, 2005

Ms. Darci Hooten
Contract Administrator
Collin County Purchasing Department
200 S. McDonald, Suite 230
McKinney, Texas 75069

RECEIVED
PURCHASING AGENT
05 JUN 23 AM 8:33

Re: Engineering Services for F.M. 2514

Dear Ms. Hooten:

As requested by Mr. Ruben Delgado, we are providing additional cost information concerning our proposal for engineering and surveying services required for the preliminary planning for future paving and drainage improvements to F.M. 2514 in Collin County. A further breakdown of the proposed compensation for the various phases of our work based on the lump sum fee of \$174,700.00 is as shown on the attached Estimate of Man-Hours and Cost.

If additional information concerning our proposed scope of work or compensation is needed, please do not hesitate to contact me.

Sincerely yours,



Ronald V. Conway, P.E.

Enclosure

cc: Mr. Ruben Delgado, P.E.

COLLIN COUNTY

ENGINEERING SERVICES FOR

F.M. 2514

From F.M. 2551 to Just East of F.M. 1378

By

BIRKHOFF, HENDRICKS & CONWAY, L.L.P.

June 22, 2005

PRELIMINARY PLANNING FOR PAVING AND DRAINAGE IMPROVEMENTS

ESTIMATE OF PROJECTED MAN-HOURS AND COSTS

Activity Description	Project Mgr.		Design Engineer		Steno. or Tech.		Survey		Total
	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	
SURVEYING									
Coordination Meeting	2	\$300	2	\$160			2	\$260	\$720
Existing Data Collection	2	\$300	8	\$640			2	\$260	\$1,200
Field Survey	2	\$300	8	\$640	4	\$280	190	\$24,700	\$25,920
Property Survey	2	\$300	8	\$640	4	\$280	53	\$6,890	\$8,110
Survey Coordination	3	\$450	9	\$720	8	\$560	4	\$520	\$2,250
Subtotal:	11	\$1,650	35	\$2,800	16	\$1,120	251	\$32,630	\$38,200
SCHEMATIC									
Coordination Meeting	8	\$1,200	16	\$1,280	5	\$350			\$2,830
Preliminary Schematic	30	\$4,500	100	\$8,000	160	\$11,200			\$23,700
Coordination with TxDOT	9	\$1,350	40	\$3,200	16	\$1,120			\$5,670
Final Schematic	16	\$2,400	60	\$4,800	40	\$2,800			\$10,000
Subtotal:	63	\$9,450	216	\$17,280	221	\$15,470	0	\$0	\$42,200
ENVIRONMENTAL ASSESSMENT									
Coordination Meeting	8	\$1,200	14	\$1,120	10	\$700			\$3,020
Draft Environmental Assessment	16	\$2,400	200	\$16,000	80	\$5,600			\$24,000
Incorporate TxDOT Comments	14	\$2,100	190	\$15,200	40	\$2,800			\$20,100
Final Draft Environmental Assessment	16	\$2,400	150	\$12,000	40	\$2,800			\$17,200
TxDOT Coordination	16	\$2,400	80	\$6,400	8	\$560			\$9,360
Final Environmental Assessment	20	\$3,000	150	\$12,000	16	\$1,120			\$16,120
Subtotal:	90	\$13,500	784	\$62,720	194	\$13,580	0	\$0	\$89,800
PUBLIC HEARINGS AND TxDOT MEETINGS									
Attend Hearings and Meetings	22	\$3,300	15	\$1,200					\$4,500
Subtotal:	22	\$3,300	15	\$1,200	0	\$0	0	\$0	\$4,500
TOTAL ENGINEERING FEE:	186	\$27,900	1050	\$84,000	431	\$30,170	251	\$32,630	\$174,700

THE STATE OF TEXAS

MISCELLANEOUS ORDER
FUNDING OF FM 2170 AND FM 2514
ENGINEERING

COUNTY OF COLLIN

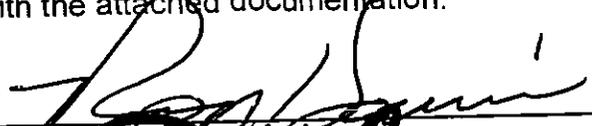
On April 12, 2005, the Commissioners Court of Collin County, Texas, met in regular session with the following members present and participating, to wit:

Ron Harris
Phyllis Cole
Jerry Hoagland
Joe Jaynes
Jack Hatchell

County Judge, Presiding
Commissioner, Precinct 1
Commissioner, Precinct 2
Commissioner, Precinct 3
Commissioner, Precinct 4

During such session the court considered a request for approval of funding of FM 2170 and FM 2514 utilizing 2003 Bond Program Discretionary Funds.

Thereupon, a motion was made, seconded and carried with a majority vote of the court for approval of funding of FM 2170 and FM 2514 utilizing 2003 Bond Program Discretionary Funds. Same is hereby approved in accordance with the attached documentation.



Ron Harris, County Judge



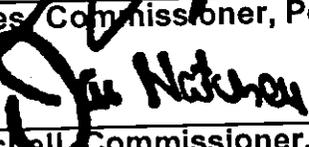
Phyllis Cole, Commissioner, Pct. 1



Jerry Hoagland, Commissioner, Pct. 2



Joe Jaynes, Commissioner, Pct. 3



Jack Hatchell, Commissioner, Pct. 4

ATTEST:

Brenda Taylor, Ex-Officio Clerk
Commissioners' Court
Collin County, T E X A S

COMMISSIONERS' COURT AGENDA REQUEST FORM

REQUESTS MUST BE RECEIVED NO LATER THAN 12:00 PM
ON THE TUESDAY PRIOR TO THE MONDAY MEETING

RECEIVED
This space for Court Clerk
PURCHASING AGENT 2005 APR - 5 AM
MAR 31 PM 12:47

AGENDA NUMBER: _____
REGULAR _____
CONSENT _____

INSTRUCTIONS ON THE REVERSE

REQUESTING DEPARTMENT

Date: 03/30/05 Court Date: 04/12/05 Phone/Ext: 3728 Department: Engineering

Description of Agenda Item: Request for Approval of Discretionary
Funds From the 2003 Bond Program for Schematic Design for
FM 2170 from FM 2551 to FM 1378 & FM 2514 from FM 2551 to
FM 1378
DEPARTMENT HEAD SIGNATURE: Ruben E. Delgado
By [Signature]

MUST COMPLETE FOR ALL EXPENDITURES/RFP'S
This item is part of the current budget: Yes
 No
Account Number: _____

PURCHASING DEPARTMENT ACTION & COMMENTS

Enter "not to exceed" cost estimate(s) for the requested item(s): _____

CHECK TWO OF THE BELOW			
ADVERTISE		BIDS	
AWARD		PROPOSALS	

BOND REQUIRED: _____ INS. REQ'D: _____
ANNUAL ACTION: _____ EFFECTIVE: _____
AD DATES: _____ OPEN DATE/TIME: _____

Item Description for Agenda: Commissioners' Court consideration and any action regarding approval to authorize funding of FM2170 and FM2514 using 2003 Bond Program Discretionary Funds.

Remarks: _____

PURCHASING AGENT SIGNATURE: [Signature] dh

AUDITOR'S OFFICE ACTION & COMMENTS

BUDGET/FUNDING VERIFICATION		BUDGET AMENDMENT REQUIRED	
BUDGETED		NON-EMERGENCY, Sec 111.011 LGC	
UNBUDGETED		EMERGENCY, Sec 111.010 LGC	
FUNDS NOT AVAILABLE		ACCOUNT NUMBER FOR AVAILABLE FUNDS (Needed for Agenda Submission)	

FUNDS TRANSFER RECOMMENDATION	AMOUNT	DEPARTMENT NAME	ACCOUNT NUMBER
\$	From	_____	_____
\$	From	_____	_____
\$	To	_____	_____
\$	To	_____	_____

Remarks: Funding recommendation and source of funds to be reviewed upon approval.

COUNTY AUDITOR SIGNATURE: Randall Blair

BUDGET DEPARTMENT ACTION & COMMENTS

COMMENTS RELATED TO BUDGET AMENDMENT JUSTIFICATION SUBMITTED BY DEPARTMENT
AWARD.

BUDGET OFFICER SIGNATURE: [Signature]

RECEIVED
COMMISSIONERS' COURT
2005 MAR 31 PM 4:38

RECEIVED
BUDGET OFFICER
2005 APR 05 11:05



To: Commissioners Court **Date:** 03/30/05

From: Ruben Delgado, Director of Engineering *RMD/BJ 2*

Subject: Approval of Funding and Request for Cost Proposals for Schematic Design for FM 2170, from FM 2551 to FM 1378 & FM 2514, from FM 2551 to FM 1378 - Location Map Attached - 2003 Bond Program Discretionary Funds

We request Commissioners Court consider approval to fund FM 2170 and FM 2514 for the preparation of schematic and preliminary alignment preparation. Should the Court approve, we will request engineering cost proposals. After we prepare the scope of services and receive the proposals we will ask the court to approve and allocate funds for the engineering proposals.

Because of the rapid urbanization and growth in these areas these two roads are congested during peak traffic periods. Our goal is to develop plans in order to be poised for future funding for right-of-way, final engineering and construction.

This request was recommended for approval by the Collin County Planning Board.

I will be available to respond to Commissioners Court questions and comments.

Xc: Bill Bilyeu
Darcie Hooten



ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made and entered by and between COLLIN COUNTY, TEXAS, a political subdivision of the State of Texas, hereinafter referred to as "County", and, BIRKHOFF, HENDRICKS & CONWAY, L.L.P., a Limited Liability Partnership, hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the County desires to engage the services of the Engineer to perform the preliminary planning for future paving and drainage improvements to FM 2514 (Parker Road), within Collin County, hereinafter referred to as the "Project"; and

WHEREAS, the Engineer desires to render such engineering services for the County 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 County 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

The parties agree that Engineer shall perform such services as are set forth 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 County. 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 County.

III. Schedule of Services

The Engineer agrees to commence its services immediately upon execution of this Agreement, or as otherwise directed in writing by the County, 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 County describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

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 V.T.C.A., Government Code, Title 10, Subtitle F, Chapter 2251.

V. Information to be provided by the County

The County 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.

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 County, 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.

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

The Engineer shall defend, indemnify and save harmless Collin County and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, claims, actions, damages, demands or other demands of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Engineer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from award. Engineer shall pay any judgment with cost which may be obtained against Collin County and participating entities growing out of such injury or damages.

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 or employee of the County.

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 County. 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 County as provided by this Agreement.

XI. Audits and Records/Prohibited Interest

The Engineer agrees that at any time during normal business hours, and as often as County may deem necessary, Engineer shall make available to representatives of the County for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of the County 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.

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 County 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.

XII. Contract Termination

The parties agree that County 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 County 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 County in the event of the County'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 County 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 County, and Engineer may not use the drawings and specifications therefor for any purpose not relating to the Project without County's consent. County shall be furnished with such reproductions of drawings and specifications as County 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 County or Contractor. Engineer will promptly furnish the County with one (1) complete set of reproducible record prints. The aforementioned revisions will be based upon information supplied by the County'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 County. The County shall not reuse or make any modification to the plans and specifications without the prior written authorization of the Engineer. The County agrees, to the fullest extent permitted by law to indemnify and hold Engineer harmless from any claim liability or cost (including reasonable attorneys fees and defense costs) arising out of or allegedly arising out of any unauthorized reuse or modification of the construction documents by the County or any person or entity that acquires or obtains the plans and specifications from or through the County without the written authorization of Engineer.

XV. Complete Contract

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.

XVI. Mailing of Notices

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

Contractual Issues:

Collin County Purchasing Department
Attn: Darci Hooten, CPPB
210 S. McDonald, Suite 230
McKinney, Texas 75069

Engineering/Technical Issues:

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:

Mr. Ronald V. Conway, P.E.
BIRKHOFF, HENDRICKS & CONWAY, L.L.P.
7502 Greenville Ave., Suite 220
Dallas, Texas 75231

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 County, 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.

D. Parties Bound

County 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 County and Engineer.

WITNESS OUR HANDS AND SEALS on the date indicated below.

Date: 8/9/05

COLLIN COUNTY, TEXAS

By: Franklin Ybarbo
Franklin Ybarbo, Purchasing Agent
Approved by Court Order No. 2005-538-07-26

Date: 8/5/05

BIRKHOFF, HENDRICKS & CONWAY, L.L.P.

By: Donald V Conway
Title: Partner

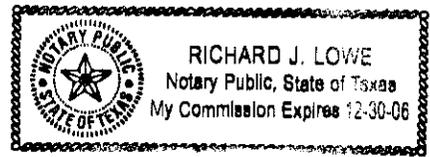
ACKNOWLEDGMENT

STATE OF TEXAS }
 }
COUNTY OF Dallas }

BEFORE ME, _____ on this day personally appeared Ronald V. Conway of BIRKHOFF, HENDRICKS & CONWAY, L.L.P., a Limited Liability Partnership, 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 05 day of August, 2005.

Richard J. Lowe
Notary Public, State of Texas
Richard J. Lowe
Printed Name



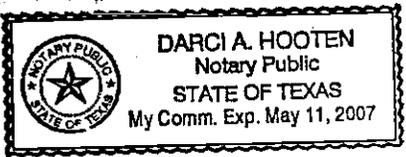
My Commission expires on the 30 day of December, 2006.

STATE OF TEXAS }
 }
COUNTY OF COLLIN }

BEFORE ME, a notary public on this day personally Franklin Ybarbo, Purchasing Agent of COLLIN COUNTY, TEXAS, 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 COLLIN COUNTY, TEXAS, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 9th day of August, 2005.

Darci A. Hooten
Notary Public, State of Texas
Darci A. Hooten
Printed Name



My Commission expires on the 11th day of May, 2007.

EXHIBIT "A"

SCOPE OF SERVICES

This agreement includes engineering and surveying services required for the preliminary planning for future paving and drainage improvements to FM2514 in Collin County. The scope of work will include field surveying and preparation of the schematic and environmental assessment as required by the Texas Department of Transportation. The limits of the project are from FM2551 in Parker to just east of FM1378 in Saint Paul as shown on the project location map. The project will be approximately 14,700 ft (2.78 miles) long.



COLLIN COUNTY, TEXAS	
F.M. 2514 FROM F.M. 2551 TO F.M. 1378 PROJECT LOCATION MAP	
BIRKHOFF, HENDRICKS & CONWAY, L.L.P. CONSULTING ENGINEERS DALLAS, TEXAS	AUG., 2005

EXHIBIT "B"

COMPLETION SCHEDULE

The Project Schedule shall be as shown on the attached Estimated Project Schedule.

COLLIN COUNTY
ENGINEERING SERVICES FOR
F.M. 2514
From F.M. 2551 to Just East of F.M. 1378
By
BIRKHOFF, HENDRICKS & CONWAY, L.L.P.
August 5, 2005

PRELIMINARY PLANNING FOR PAVING & DRAINAGE IMPROVEMENTS

ESTIMATED PROJECT SCHEDULE

Activity Description	TIME IN MONTHS																			
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
SURVEYING																				
Existing Data Collection																				
Field Survey																				
SCHEMATIC																				
Preliminary Schematic																				
Coordination with TxDOT																				
Final Schematic																				
ENVIRONMENTAL ASSESSMENT																				
Draft Environmental Assessment																				
Incorporate TxDOT Comments																				
Final Draft Environmental Assessment																				
TxDOT Coordination																				
Final Environmental Assessment																				
PUBLIC HEARINGS																				

EXHIBIT "C"

PAYMENT SCHEDULE

Compensation shall be based on the lump sum fee of \$174,700.00. Invoices will be transmitted to the County on a monthly basis based on a percentage of completion up to that time. A derivation of the total contract fee amount is as shown on the attached Estimate of Projected Man-Hours and Costs.

COLLIN COUNTY

ENGINEERING SERVICES FOR

F.M. 2514

From F.M. 2551 to Just East of F.M. 1378

By

BIRKHOFF, HENDRICKS & CONWAY, L.L.P.

August 5, 2005

PRELIMINARY PLANNING FOR PAVING AND DRAINAGE IMPROVEMENTS

ESTIMATE OF PROJECTED MAN-HOURS AND COSTS

Activity Description	Project Mgr.		Design Engineer		Steno or Tech		Survey		Total
	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	
SURVEYING									
Coordination Meeting	2	\$300	2	\$160			2	\$260	\$720
Existing Data Collection	2	\$300	8	\$640			2	\$260	\$1,200
Field Survey	2	\$300	8	\$640	4	\$280	190	\$24,700	\$25,920
Property Survey	2	\$300	8	\$640	4	\$280	53	\$6,890	\$8,110
Survey Coordination	3	\$450	9	\$720	8	\$560	4	\$520	\$2,250
Subtotal:	11	\$1,650	35	\$2,800	16	\$1,120	251	\$32,630	\$38,200
SCHEMATIC									
Coordination Meeting	8	\$1,200	16	\$1,280	5	\$350			\$2,830
Preliminary Schematic	30	\$4,500	100	\$8,000	160	\$11,200			\$23,700
Coordination with TxDOT	9	\$1,350	40	\$3,200	16	\$1,120			\$5,670
Final Schematic	16	\$2,400	60	\$4,800	40	\$2,800			\$10,000
Subtotal:	63	\$9,450	216	\$17,280	221	\$15,470	0	\$0	\$42,200
ENVIRONMENTAL ASSESSMENT									
Coordination Meeting	8	\$1,200	14	\$1,120	10	\$700			\$3,020
Draft Environmental Assessment	16	\$2,400	200	\$16,000	80	\$5,600			\$24,000
Incorporate TxDOT Comments	14	\$2,100	190	\$15,200	40	\$2,800			\$20,100
Final Draft Environmental Assessment	16	\$2,400	150	\$12,000	40	\$2,800			\$17,200
TxDOT Coordination	16	\$2,400	80	\$6,400	8	\$560			\$9,360
Final Environmental Assessment	20	\$3,000	150	\$12,000	16	\$1,120			\$16,120
Subtotal:	90	\$13,500	784	\$62,720	194	\$13,580	0	\$0	\$89,800
PUBLIC HEARINGS AND TxDOT MEETINGS									
Attend Hearings and Meetings	22	\$3,300	15	\$1,200					\$4,500
Subtotal:	22	\$3,300	15	\$1,200	0	\$0	0	\$0	\$4,500
TOTAL ENGINEERING FEE:	186	\$27,900	1050	\$84,000	431	\$30,170	251	\$32,630	\$174,700

EXHIBIT "D"

INFORMATION TO BE PROVIDED BY THE COUNTY

The County 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) indicating the coverage to remain in force throughout the term of this contract.

1.1 Commercial General Liability insurance at minimum combined single limits of (\$500,000 per-occurrence and \$1,000,000 general aggregate) for bodily injury and property damage, which coverage shall include products/completed operations, independent contractors, and contractual liability each at \$500,000 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 Workers Compensation Commission; (Note: If you have questions concerning these requirements, you are instructed to contact the TWCC at (512)440-3789).

1.2.1 Definitions: Certificate of coverage ("certificate"). A copy of a certificate of authority of self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, OR TWCC-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 ("subcontractor" in 406.096) includes 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, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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 Texas Labor Code, Section 401.011(44) 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 Texas Labor Code, Section 401.011(44) 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 the required policy is not continually renewed. 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 Collin County.

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 Collin County, its officials, employees, volunteers and officers shall be contained in the workers compensation coverage.
 - 3.2 The vendor's insurance coverage shall name Collin County as additional insured under the General Liability policy.
 - 3.3 All insurance policies shall be endorsed to require the insurer to immediately notify Collin County of any decrease in the insurance coverage limits.
 - 3.4 All insurance policies shall be endorsed to the effect that Collin County 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+VI 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 Collin County.

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: Birkhoff, Hendricks & Conway, L.L.P.

Title of Officer: Partner

Signature of Officer: *Ronald V. Conway*
Ronald V. Conway, P.E.

Date: 8/5/05

ACKNOWLEDGMENT

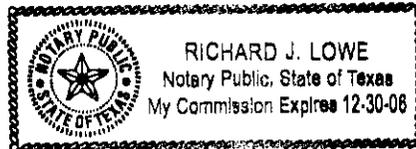
STATE OF TEXAS }
 }
COUNTY OF DALLAS }

BEFORE ME, on this day personally appeared Ronald V. Conway, 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 05 day of AUGUST, 2005.

Richard J. Lowe
Notary Public, State of Texas

Richard J. Lowe
Printed Name



My Commission expires on the 30 day of December, 2006.