

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, Lockwood, Andrews, and Newman, Inc. a Texas Corporation, 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 related engineering services in connection with FM 1378 South of Stacy Road to Farmstead Street in City of Fairview in Collin County to provide additional work required to extend the project limits north 0.6 miles for the schematic and environmental assessment (EA) in 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

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 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.

2.2 The Engineer will serve as the County'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 County and its contractors to help facilitate efficient construction of the Project and maintain the Project schedule.

2.3 The Engineer shall advise the County 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 County concerning the results of same. Such survey, test, and investigations shall be furnished to the County.

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 County'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 County 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 County 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 County 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 County 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 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.

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 County, County's employees, or separate contractors employed by the County, 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 County pending arbitration, or by other causes which the County and Engineer agree may justify delay, then the Contract Time shall be reasonably extended by Change Order. The County 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. The County shall not be independently liable to the Engineer for any delay or interference caused by circumstances beyond the County'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 County:

A. Invoice and Payment

- (1) The Engineer shall provide the County 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 County 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 County

5.1 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.

5.2 The County 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 County shall disclose, to the extent known to the County, 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 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. The Engineer agrees to cooperate and coordinate with other design professionals, the County 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 County 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 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

11.1 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.

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 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.

11.3 The Engineer acknowledges to the County 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 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 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. All such reproductions shall be the property of the County 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 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 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 County 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 County'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 County 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 County permitted or required under this Agreement shall be addressed to the County 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:

Nancy D. Mitchell, PE, Sr. Project Manager
Lockwood Andrews and Newnam
8350 N Central Expwy, Suite 1400
Dallas, TX 75206-1631

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. The venue for any litigation related to this Agreement shall be 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.

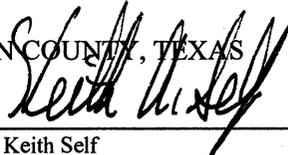
H. Observe and Comply

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 County 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: 12/13/10

COLLIN COUNTY, TEXAS

By: 

Keith Self
County Judge
Court Order No. 2010-1008-12-13

Date: 1/4/2011

LOCKWOOD, ANDREWS AND NEWNAM

By: 

Title: Associate



ACKNOWLEDGMENT

STATE OF TEXAS }
COUNTY OF Bexar }

BEFORE ME, Elizabeth Rubio on this day personally appeared Carol Luschen, of Lockwood, Andrews & Newman, Inc., a TEXAS 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 4th day of January, 2011.

Elizabeth A. Rubio
Notary Public, State of Texas



Elizabeth A. Rubio
Printed Name

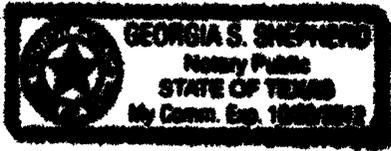
My Commission expires on the 2nd 4th day of September, 2013

STATE OF TEXAS }
COUNTY OF COLLIN }

BEFORE ME, Georgia Shepherd on this day personally appeared Keith Self 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 13th day of December, 2010.

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

Services to be Provided by the Engineer
Function Codes 110, 120 & 150

County : Collin
Control : 1392-01-032
Highway : FM 1378
Limits : South of Stacy Road to Farmstead Street in City of Fairview in Collin County
Length : Approximately 0.6 miles

The ENGINEER is to provide additional work required to extend the project limits north 0.6 miles for the schematic and environmental assessment (EA) as defined in Work Authorization No. 6 for a Finding of No Significant Impact (FONSI).

The proposed project will widen the existing 2-lane facility to a 4-lane divided urban arterial. There will be a raised median with an approximate width of 44 feet.

The EA's logical termini will now read from "Street to be determined south of White Rock Creek" to Farmstead Street.

The additional work also includes survey services South of Stacy Road to Farmstead Street in City of Fairview in Collin County.

I. PROJECT MANAGEMENT (FC 110)

Additional work to modify the project work plan to include separate contract for Collin County.

Additional work to document the preparation of invoices, progress reports, and schedules on a monthly basis in accordance with current STATE requirements and format.

Summary of Deliverables

1. Modified project management plan.
2. Monthly invoices
 - a. Progress reports.
 - b. Schedule report

J. DATA COLLECTION (FC 110)

The ENGINEER is to collect and review additional project data including a photographic record of the extended project limits.

As-built plans.

Utility maps.

ROW maps.

BRINSAP report.

K. ROUTE STUDY (FC 110)

The ENGINEER is to evaluate the collected data before developing alternatives to determine design and environmental constraints. The ENGINEER will also re-create documented highway features in Microstation design files (CAD) that will be referenced in the evaluation of all the documents. The ENGINEER is to determine three (3) route alternatives and evaluate their effects. The alternatives are widen left, widen right and widen about the existing road's center line. The alternatives will include improvement to the reverse curve between Farmstead Road and Stacy Road for a 45 MPH design speed. The typical section to be used will be that illustrated in the Program Assessment (or as substituted by the STATE).

The ENGINEER will provide additional work to include the northern extension in City of Fairview in a preliminary Design Summary Report (DSR) containing roadway, bridge and hydraulic design criteria for discussion and evaluation in the Project Kick-Off Meeting.

The ENGINEER will locate and incorporate available aerial orthophotographic mapping for background display use only.

The ENGINEER will incorporate additional as-built plan data into CAD and GIS.

Drainage features

Utilities

ROW boundaries

Existing road alignment (1-one)

Summary of Deliverables

- Additional Environmental Constraints Mapping.

L. PREPARE ALTERNATIVES (FC 110)

The ENGINEER will provide additional work to develop 3 alternative alignments and prepare the displays, one for each build alternative to the south 0.60 mi for the project limit extension for evaluation. The alternatives are widen left, widen right and widen about the existing road's center line. The displays will provide horizontal alignment to demonstrate the alternative's effect on the environment. The horizontal view will reference the existing conditions with aerial photography and topographic mapping. The displays will be prepared in color at a scale of 1"=200' in strip plot format for presentation and 1"=400' for 11x17 color prints for handouts at the scoping meetings.

Summary of Deliverables

- Extension of Alternative Displays to cover the extended project limits.
- Additional Alternative Typical Sections (basic information).

M. EVALUATE ALTERNATIVE PERFORMANCE (FC 110)

The ENGINEER will include the project extension when applying evaluation measures, evaluating alternative performance, summarizing in matrix format, recommending Alternative before public involvement, identifying the Preferred Alternative, and documenting the results in the EA.

Summary of Deliverables

- Additional alternative analysis.
- Alternative descriptions.

N. PREPARE DESIGN SCHEMATIC (FC 110)

The ENGINEER will provide additional engineering services to prepare a design schematic to cover the extended project limits and include the following components:

Additional typical sections for a four (4) lane divided road section with 44 foot raised median and the additional intersecting public roads.

Additional horizontal and vertical alignment work to cover the extended project limits.

Additional work to research and incorporate reference data such as property ownership, traffic counts, etc. on the schematic.

Additional work to identify existing drainage structures and perform preliminary capacity evaluation to determine proposed drainage structure needed.

Additional work to determine the proposed right-of-way requirements and any drainage easements based on the preliminary proposed typical section. Adjust the proposed typical sections to accommodate refinements in design of the proposed alternative. Such refinements may include widening of the pavement for turn lanes, changes in side slopes to minimize ROW and environmental impacts, modifications to the pavement design, and other changes in the roadway typical sections.

Additional work to run the preliminary earthwork analysis using GEOPAK applications and refine the proposed design based on these results. The earthwork analysis will be for the preferred technical alternative only. Provide additional preliminary design cross sections at 100-foot intervals and critical areas such as low points. Cross sections shall be plotted utilizing an appropriate scale and shall be delivered to TxDOT in 11x17 print format, microstation files, and in Adobe Acrobat PDF format. Existing ground information shall be derived from the DTM to be prepared from field survey performed by the ENGINEER.

Additional work to determine approximate limits of proposed retaining walls, if needed, will be depicted in the plan view of the schematic. Retaining wall elevations will not be developed for this work authorization. Retaining walls will be shown on cross sections.

Additional work to develop an opinion of probable construction cost estimate and draft a detailed quantity list for the approved preliminary design schematic based on major bid items and contingencies. The opinion of

probable cost will be developed according to the limit of the CSJ (as determined by the STATE) and summarized for a total project cost. The cost will be shown in a completed TxDOT/ Dallas District Annual Scope & Estimate Documentation Spreadsheet (ASED).

Additional construction sequencing that will require permits, additional coordination or that would impact ROW needs, design and/or construction.

Additional work to plot and QC deliverables submitted at the 30%, 90% and 100% development milestones as described below:

The 30% submittal will provide conceptual layouts, identification of any new issues/problem areas, and a preliminary ROW assessment. Three copies of the conceptual alternative displays at 1"=200' scale will be submitted.

The 90% submittal will be a complete geometric schematic, construction cost estimate and ROW determination with tabular listing by parcel. Cross-sections at 100-foot intervals and five copies of the schematic at 1"=200' scale and one copy of the cross sections at 1"=20' scale will be submitted.

The 100% submittal will be final delivery of the complete geometric schematic, construction cost estimate, ROW determination and cross sections. The plot output file will be delivered in digital format (hp-gl2 and/or Acrobat) to allow the STATE to distribute or print additional copies. The ENGINEER will provide 4 copies of the final schematic and two copies of the cross sections.

The following work items shall be considered additional work:

1. Performance of hydrology and hydraulic computations for drainage that is currently smaller than bridge class.
2. Performance of hydrology and hydraulic computations for parallel drainage that is currently smaller than bridge class.
3. Determination of access restrictions or control of access.
4. Work necessary to address review comments that are unsupported by TxDOT design manual, written policy, or agreed Design Summary Report or other cooperatively documented design parameter.
5. Traffic operations analysis.
6. Pavement contouring.
7. Bridge layouts for approvals other than schematic design.

8. Design of "off-ROW" public school access features.
9. Utility conflict analysis or design.
10. Determination of driveway grades.
11. Determination or display of roadside signs.

O. ENVIRONMENTAL ASSESSMENT (FC 120)

The ENGINEER shall provide additional environmental assessment of potential environmental impacts related to the 0.6-mile extension north on FM 1378 for documentation in the EA to address the following:

A. Agency Coordination

The ENGINEER will coordinate with additional interested parties, including the City of Fairview.

Purpose and Need for the Project

The ENGINEER will update the need and purpose to reflect data pertaining to the extended project limits, including bridge deficiencies.

Description of the Alternatives

The EA shall discuss the No-Build and Build Alternative. The Build Alternative will be the preferred alternative identified through the alternatives analysis. The footprint will include a four-lane roadway with a wide median as preferred by the City of Fairview.

Affected Environment and Environmental Consequences

Land Use and Public Facilities

The ENGINEER will provide additional work to document the effects of the extended improvements as based on local city/county land use plans, policies and trends.

Social Economic Impacts

The ENGINEER will provide additional work to document the local and regional economic impacts of the project in the extended project limits.

Right of Way and Relocation Impacts

The ENGINEER will provide additional work to document the area of right of way and/or easement required for each affected parcel for the build alternative to cover the extended project limits. The documentation will include the following information: an update on the estimate of the number of households to be displaced, the availability of decent, safe, and sanitary housing in the area, neighborhoods and families having special composition which may require special

relocation considerations, the measures to be taken where the existing housing inventory is insufficient, does not meet relocation standards, or is not within the financial capability of the displaced, an estimate of the numbers, descriptions, types of occupancy (owner/tenant) and size (number of employees) of businesses and farms to be displaced, and the relocation assistance services available.

Environmental Justice (EJ)

The ENGINEER will provide additional data on the demographic profile for the proposed area. Lovejoy ISD data will be included in the EA along with Census 2000 data in order to provide a better analysis of current residents.

Limited English Proficiency

The ENGINEER will provide additional analysis of the project area with regard to limited English proficiency. Lovejoy ISD data will be included in the EA along with Census 2000 data in order to provide a better analysis of current residents.

Historic Structure Studies

Historic resources studies will require pre-field preparation to identify known historic-age resources and potential property types in the study area and appropriate contexts within which to evaluate historic-age resources documented during fieldwork. A file search and literature review will take into consideration resources and contexts within 1,300-ft of the project area. Pre-field research will include contacting the local historic preservation organizations, which is limited to the Collin County Historical Commission for this study area.

With this pre-field documentation, the project historian will prepare a research design with a summary of the file search and literature review, recommendations to guide reconnaissance survey tasks, and associated production schedules. The research design will meet TxDOT-ENV's Standards of Uniformity for Non-Archeological Historic-Age Resources Research Designs.

Fieldwork will occur after TxDOT-ENV and, if necessary, Texas Historical Commission have approved the research design or, if they request modifications, after those revisions have been approved. A two-person crew meeting the Secretary of the Interior's professional qualifications standards for conducting historic resources studies will perform reconnaissance survey, based on the approved research design, to document historic-age Resources in the study area.

The reconnaissance survey will be performed in accord with standards of TxDOT ENV and the Texas Historical Commission. Fieldwork may include limited local research, if pertinent and as time allows, at local history collections and with knowledgeable informants.

Upon completion of the reconnaissance survey, a draft report presenting results will be prepared. The report will meet TxDOT-ENV's Standards of Uniformity for Non-Archeological Historic-Age Resources Reconnaissance Survey Reports. For land parcels with historic-age resources listed in or recommended as eligible for the National Register, the draft report will offer explicit

analysis justifying the applicable criterion, area and level of significance, and each of the seven aspects of integrity.

Archeology Studies

Fieldwork will be preceded by completion of an application for an Antiquities Permit from the Texas Historical Commission and a file search concerning previously recorded sites at the Texas Archeological Research Laboratory and using the Texas Historical Commission's Archeological Sites Atlas. Fieldwork will consist of an impact evaluation to identify existing impacts or other conditions that may preclude the presence of intact archeological deposits within the project area, followed by intensive pedestrian survey of areas to be impacted that have the potential for preserved archeological remains (assuming such areas are present). The archeological survey will be done by a two-person crew and will involve examining the ground surface and existing subsurface exposures to determine whether archeological remains are present. Because the project area is in a setting where thick Holocene deposits with the potential for deeply buried archeological sites are not present, trenching to look for such sites will not be needed.

Shovel testing to look for shallowly buried sites may be warranted in some areas, however, depending on ground surface visibility. The intensity of shovel testing will meet or exceed the requirements of the Texas Historical Commission's survey standards. Any archeological materials discovered will be recorded on State of Texas Archeological Site Data Forms for subsequent submittal in TexSite format to the Texas Archeological Research Laboratory.

Analysis of the information recovered and preparation of a report describing the work accomplished, the results, and recommendations concerning eligibility for State Archeological Landmark designation and listing in the National Register of Historic Places will be conducted following completion of the fieldwork. The report will meet the reporting requirements of the Texas Historical Commission. After receipt of any review comments, the report will be modified as necessary, and a final report will be produced.

Section 4(f) and Section 6(f)

The EA will identify any Section 4(f) and Section 6(f) properties within the 0.5-mile long project extension; however, preparation of a Section 4(f) report or de minimus is not included with this scope.

Noise Analysis

The ENGINEER will prepare additional noise analysis, including predicted noise levels and the consideration and evaluation of noise mitigation, in accordance with the State's Noise Guidelines and 23 CFR 772. Noise sensitive land uses in the vicinity of the Preferred Alternative will be identified. Existing and predicted noise levels, using the current version of the FHWA Highway Traffic Noise Prediction Model (TNM version 2.5) will be calculated for a representative sample of noise sensitive receptors for the design year traffic conditions. The predicted design year noise levels will be compared to the existing noise levels, the FHWA Noise Abatement Criteria (NAC) and the TxDOT Noise Guidelines, and noise abatement measures will be determined. A summary of the noise analysis will be included in the Environmental Assessment. One noise workshop will be conducted if noise barriers are proposed within the extended project limits.

Air Quality

The ENGINEER will document additional air quality analysis in accordance with the State's Air Quality Guidelines.

Ecological Investigations

The ENGINEER will document ecology field survey and investigation to assess the project's impact on the ecological setting, soils, vegetation, wildlife, threatened and endangered species, water resources, floodplains, and prime farmlands.

Soils

The ENGINEER will document the geophysical environment of the project, including an understanding of the project area bedrock geology and soils which may affect or be affected by the proposed project.

Vegetation and Wildlife

The ENGINEER will calculate impacts to all vegetation types in the extended project limits and identify areas requiring compensatory mitigation. Impacts to wooded areas will be reported on TxDOT Woodland Data forms and included in the EA.

Threatened and Endangered Species

During field investigations, an assessment of the suitability of affected habitats to support listed species, including mollusks within White Rock Creek, will be made.

Water Quality

Impacts to White Rock Creek and other waters within the extended project limits will be discussed in the EA.

Waters of the U.S.

Jurisdictional determinations for waters of the U.S. will be conducted for the Build Alternative. Delineations will be conducted using the three-parameter approach as outlined in the Great Plains Interim Regional Supplement to the 1987 Wetland Delineation Manual. If wetlands are identified, wetland data forms will be completed for each wetland. Stream data forms will be completed for each jurisdictional water crossing. Copies of all data forms will be provided with the environmental document.

Permits

An assessment will be made of the project's compliance with the Nationwide Permit Program and TxDOT will be informed if a Section 404, Section 10 permit or a pre-construction notification (PCN) will be required. The EA will identify the appropriate Section 404 permit required; however, preparation of a PCN would be a separate scope of services.

Floodplain Impacts

National Flood Insurance Program (NFIP) maps will be used to determine whether an alternative will encroach on the base (100-year) floodplain. Floodplain areas within the study area will be determined and mapped.

Farmlands

A discussion of impacts on farmlands will be included in the EA . Acres of lands utilized for agriculture, or pasture and grazing will be calculated, the Conversion Impacts Rating Form CPA 106 will be processed, and coordination will occur with the United States Natural Resources Conservation Service (NRCS) to determine prime, unique, and other lands that are of statewide or local importance within the construction and right-of-way limits of the reasonable build alternatives.

Visual Impacts

An assessment will be made of the character of the visual environment and the visual impacts arising from each project, and the potential mitigation in accordance with FHWA guidance memorandum of August 29, 1990.

Hazardous Materials

The initial site assessment shall determine the potential for encountering hazardous materials in the study area, including possible environmental liability, increased handling requirements and costs, and construction worker safety. The assessment shall be in accordance with the applicable sections of the State's draft "Hazardous Materials in Project Development Guidance"

A regulatory agency database search (list search) and/or review of regulatory agency files will be performed. Additional land use information obtained from less readily available resources such as fire insurance maps, deed records, city directories, property tax files, and other sources as appropriate for the project would be conducted as a separate scope of services.

Construction Impacts

The ENGINEER will provide discussion of the potential construction related impacts the build alternative will have on adjacent properties, roadways, traffic, utilities, emergency vehicles, environment, railroads, air-highway permits and other related items for this project.

Indirect Effect Analysis

The ENGINEER will provide an indirect impact assessment for the proposed project. The assessment will be conducted in accordance with FHWA and Council on Environmental Quality (CEQ) regulations and guidance documents, as well as TxDOT's updated "*Guidance on Preparing Indirect and Cumulative Impact Analyses*," June 2009.

Cumulative Effect Analysis

The ENGINEER will provide a cumulative impact assessment for the proposed project. The assessment will be conducted in accordance with FHWA and Council on Environmental Quality (CEQ) regulations and guidance documents, as well as TxDOT's updated "*Guidance on Preparing Indirect and Cumulative Impact Analyses*," June 2009.

The ENGINEER will provide additional cumulative impacts analysis using the 8-step process will be accomplished in order to meet Federal legal sufficiency standards and to view the direct and indirect impacts of the Build Alternative within the larger context of past, present, and future activities that are independent of the Build Alternative, but which are likely to affect the same resources.

Draft EA Quality Assurance/Quality Control

The ENGINEER will provide additional work to review draft report, exhibits, and research data for conformance to TxDOT and FHWA guidelines prior to each milestone submittal. The scope assumes there will be one District QC review submittal, two TxDOT-ENV submittals, and two FHWA submittals.

DELIVERABLES

Deliverables for Function Code 120 will include the following:

- 1) Environmental Assessment
- 2) Copies of agency coordination
- 3) Monthly meeting minutes
- 4) Noise analysis
- 5) HazMat Initial Site Assessment update and data list search
- 6) Indirect and cumulative impact analysis and assessment
- 7) Five submittals of Environmental documents will be delivered in hard copy and electronic (pdf and WORD) format.

The following items will be considered additional work:

1. Preparation of Section 4(f) and/or 6(f) documents
2. Section 404 permit coordination or preparation of a PCN
3. EA submittals that exceed five review cycles.

P. PUBLIC INVOLVEMENT (FC 120)

The ENGINEER will provide additional services to cover the extended project limits in the City of Fairview. All public involvement procedures will be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations Title 23, Part 771 and the current Environmental Affairs Manual.

- A. The ENGINEER will produce a project mailing list, deliver a meeting notice, and secure a meeting facility.
 1. The ENGINEER will determine ownership using CCAD search. The ownership will be documented in a spreadsheet based mail list. The ENGINEER will prepare a GIS shape file with delineated property boundaries.
 2. The ENGINEER will research and prepare property ownership documents at 2 phases: 1) Route Study, Public meeting; and 2) Prior to Public Hearing.

The ENGINEER will participate in up to twenty (20) Public Officials/Stakeholders meetings regarding the project. The ENGINEER will provide exhibits and/or meet with local and regional officials and interested Stakeholders to present the project and obtain any input, as deemed necessary by the STATE.

The ENGINEER will provide a Public Meeting for the project.

The format will be a come and go open house.

The ENGINEER will publish ads as prescribed by the Environmental Manual.

The ENGINEER will prepare the public meeting displays and exhibits to explain the study limits, route study process, considered alternatives, funding, alternative analysis, and the engineer's recommendation. Exhibits will be printed in color.

The ENGINEER will attend a pre-public meeting meeting with TxDOT staff.

The ENGINEER will staff the public meeting. The ENGINEER will set up the meeting space, provide personnel to facilitate the meeting, and provide comment cards and/or surveys to obtain public opinion on the proposed project.

The ENGINEER will document the public meeting according to Environmental Manual and EA preparation guidelines.

Public Hearing

The ENGINEER will provide additional work to prepare the public hearing displays and exhibits to include the extended project limits. The ENGINEER will also provide additional work to address comments received by the additional property owners.

STATE Review

Displays and exhibits to be shown to Public Officials shall be submitted to the STATE for review ten working days prior to the meeting.

Displays and exhibits to be shown at the public meetings and hearing shall be submitted to the STATE for review at least ten working days prior to the advertisements for the meetings and hearing.

Summary of Deliverables

- Displays
- Public Meeting documentation
- Public Hearing Summary & Analysis
- Stakeholder Meeting Summaries.
- Meeting agendas and attendance list.
- Public Hearing verbatim transcripts.
- Public Hearing notice content for STATE publication.
- Property ownership spreadsheet

The following items are considered additional work

- Advertisement purchase

IX. SURVEY SERVICES

The limits of the additional survey work will be from South of Stacy Road to Farmstead Street in City of Fairview in Collin County.

- A. All Data will be collected with TxDOT VRS/RTK GPS network. User name and password will be supplied by TxDOT Dallas District Survey.
- B. Profile and cross section side streets for 200 feet. Cross sections will be taken at 25 foot intervals and extend 25 feet beyond the existing ROW on each side.
- C. Obtain Right of Entry.
 - a. Provide research of deed records for adjoining property owners and create a right of entry request to perform survey services that are off STATE ROW. The request will be reviewed and approved by the STATE.
 - b. Prepare a ROE tracking list of property owners from whom ROE is required.
 - i. The list will be maintained in a spreadsheet and track names, address, date mailed, date ROE received, and comment any issues.
 - ii. Right-of-entry letters will be prepared and mailed by Certified Mail, Return Receipt requested.
- D. Create existing ROW base file in Microstation V8 using available ROW maps, deed records and field monuments.
- E. Split the existing roadway to identify horizontal control. Set a sufficient number of horizontal control points (4 maximum) with an iron rod to maintain control during construction. Provide a minimum of three ties to permanent features (monumentation), for each horizontal control point set. Four GPS control points set in concrete with standard GPS type marker or 2 inch brass disk set in a drop inlet or headwall tied to TxDOT VRS/RTK network 3 different times at 180 epochs of data and means to a value of + or - 0.04 feet signed and sealed by an R.P.L.S. Raw data will be supplied to TxDOT.

- F. Perform a complete topographic survey using cross sections consisting of random spot shots taken at specific features, grade breaks or points of importance such as fencing, riprap, old abutment structures remaining under existing bridges, culverts, metal beam guard fence, driveways, mailboxes, etc. at every half station as a minimum and driveway turnouts and mailbox turnouts.

Collect topographic data for the cross sections and roadway features as follows:

- a. South of Stacy Road to 1000 feet north of Farmstead Street
 - b. 25 feet outside of the existing right of way on each side of the roadway
- G. Locate and field tie visible utilities that are within the ROW. Tie existing surface and subsurface utilities (location, elevation and direction) to project baseline or control traverse. Coordinate with underground utility registers such as "DIGTESS" or "Texas One Call" and tie all flagged underground utilities to the baseline. Identify locations of overhead power lines crossing the roadway and tie low chord elevations from existing pavement. Anytime setting rod longer than 15" DIGTESS should be called.
 - H. Upon selection of the preferred alternative, obtain additional cross section data to define the topographic features up to 25 feet outside the proposed ROW. Work to be performed following a second notice to proceed.
 - I. Assign each survey shot a unique point number using TxDOT's standard feature table and provide an ASCII point file and hard copy print.
 - J. Provide survey data in a MicroStation dgn compatible two-dimensional base map with a 3-D DTM model with spot contours, breaklines (3-D) and stationing along the centerline for the project limits based on the existing alignment and stationing as defined in the as-built plans or right of way maps. Provide a project tin file compatible with Geopak.
 - K. Provide TxDOT Dallas District Survey Department with control data which includes signed and sealed control sheets, along with all secondary control points set for project control.
 - L. Safety (TCP) will be used at all times on the project.
 - M. Traffic Control Plan information can be found online.

EXHIBIT "B"

COMPLETION SCHEDULE

TENTATIVE PROJECT SCHEDULE

Work Schedule

County : Collin
Control : 1392-01-032
Highway : FM 1378
Limits : South of Stacy Road to Farmstead Street in City of Fairview in Collin County
Length : Approximately 0.60 miles

The ENGINEER shall provide the Work Authorization services in a timely manner as described by the following project milestone dates.

MILESTONE	DATE
Notice to Proceed	December 21, 2010
Begin Stakeholder meetings	January 15, 2011
Public Meeting	April 2011
Submit Design Schematic to TxDOT Design Division	June 30, 2011
Submit EA to TxDOT Environmental Affairs Division	June 30, 2011
Public Hearing	September 2011
FONSI	October 2011

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 shown on the following pages.



FM 1378
Schematic, Environmental Assessment, Public Involvement & Surveying
Stacy Road to Farmstead Road 0.62 Miles

COLLIN COUNTY				
PROVIDER	DESC OF WORK	FUNCTION CODE	HOURS	CONTRACT AMOUNT
Lockwood, Andrews & Newnam	Schematics	110	550	\$62,281.20
Civil Associates, Inc.	EA & Public Inv	120	323	\$37,066.54
Prewitt & Associates	Cultural Resources	120	40	\$3,128.42
Lina T. Ramey	Survey	150	98	\$24,994.82
Total			1,011	\$127,470.98

Lockwood, Andrews & Newnam, Inc.
Schematic Design & Public Involvement
FM 1378 Stacy Road to Farmstead Road 0.62 Miles

Work Description	(Labor Rates)	MANHOURS						TOTAL HRS	TOTAL LABOR COSTS
		A	B	D	E	F	G		
I. Project Management (FC 110)									
Project Management Plan		2	0	0	0	0	2	4	\$428.64
Monthly Invoicing									
Schedule reporting		24	0	0	0	0	12	36	\$4,528.68
Progress Report, backup, invoice prep		24	0	0	0	0	12	36	\$4,528.68
II. Data Collection (FC 110)		0	0	0	12	0	0	12	\$1,118.16
III. Route Study (FC 110)									
Expand limits of DSR		1	4	0	4	0	0	9	\$1,036.67
Prepare Constraints Map									
Prepare base aerial mapping		0	1	0	4	0	0	5	\$497.94
Input as-built data to CAD/GIS		0	4	8	8	0	0	20	\$2,038.40
Identify performance measures and eval matrix		2	2	0	0	0	0	4	\$576.58
Identify Alt Const. & Standards		0	2	0	2	0	0	4	\$436.80
IV. Prepare Alternative Displays (FC 110)		1	32	0	16	0	0	49	\$5,660.99
V. Evaluate Alternative Performance (FC 110)		4	12	0	12	0	4	32	\$3,478.08
VI. Prepare Design Schematics (FC 110)									
Typical Sections		6	0	0	24	0	0	30	\$3,214.74
H&V alignments		4	16	0	16	0	0	36	\$4,146.68
Reference data -traf, owners, misc		1	0	0	9	0	0	10	\$1,001.69
Preliminary Drainage Evaluation		1	4	0	12	0	0	17	\$1,782.11
ROW determination		1	12	0	12	0	0	25	\$2,783.87
Cross Sections/Earthwork		2	34	0	16	0	0	52	\$6,074.50
Locate Retaining Walls		1	8	0	8	0	0	17	\$1,910.27
Cost Estimates (ASED format)		2	12	0	12	0	0	26	\$2,946.94
Identify construction issues		2	4	0	8	0	0	14	\$1,572.46
30% schematic		4	4	0	4	0	0	12	\$1,525.88
90% schematic		4	4	0	4	0	0	12	\$1,525.88
100% schematic		4	4	0	4	0	0	12	\$1,525.88
VIII. Public Involvement (FC 120)									
Property Owner research and notifications		2	0	0	12	0	0	14	\$1,444.30
1 Public Meeting		12	8	0	12	8	8	48	\$5,015.56
1 Public Hearing		2	4	0	0	8	0	14	\$1,355.82
TOTAL LAN DIRECT LABOR COST		106	171	8	211	16	38	550	\$62,156.20
% of Total Hours by Labor Classification		19%	31%	1%	38%	3%	7%		

LAN - PROJECT DIRECT COSTS

Item	Quantity	Unit	Rate	Total
Printing and Reproduction				
Photocopies B/W (8x10)	0	each	\$0.08	\$0.00
Photocopies Color (8/10)	0	each	\$0.75	\$0.00
Photocopies B/W (11x17)	0	each	\$0.12	\$0.00
Photocopies Color (11x17)	0	each	\$1.50	\$0.00
Travel				\$0.00
Mileage	0	mile	\$0.55	\$0.00
		Rd		
Air Travel	0	Trip/person	\$225.00	\$0.00
Rental Car	0	day	\$65.00	\$0.00
Lodging/Hotel	0	day/person	\$85.00	\$0.00
Courier Services	5	each	\$25.00	\$125.00

"Labor Categories"
A = Project Manager
B = Senior Engineer
C = Project Engineer
D = Design Engineer
E = Sr. Engineer Tech
F = CADD Opr
G = Admin/Clerical

LAN DIRECT COSTS \$125.00

LAN TOTAL FEE \$62,281.20

Civil Associates, Inc.
Environmental Assessment & Public Involvement
FM 1378 Stacy Road to Farmstead Road

Work Description	(Labor Rates)	MANHOURS						TOTAL HRS	TOTAL LABOR COSTS
		A	B	C	D	E	F		
VII Prepare Environmental Assessment (FC 120)									
A. Agency coordination			1					1	\$125.22
B. Need and Purpose		1	2					3	\$410.60
C. Description of the Alternatives			1	1				2	\$227.14
D. Affected Environment and Consequences								0	\$0.00
1. Land Use and Public Facilities			2	2				4	\$454.28
2. Social Economic Impacts			2	2				4	\$454.28
3. ROW and Relocation Impacts			2	2				4	\$454.28
4. Environmental Justice			1	2	2			5	\$486.30
5. Limited English Proficiency				2	1			3	\$282.46
6. Historic Structures Studies				1				1	\$101.92
7. Archeology				1				1	\$101.92
8. Section 4(f) and 6(f)		12	20	30				62	\$7,483.92
9. Noise Analysis			12					12	\$1,502.64
10. Air Quality			1	1				2	\$227.14
11. Ecological Field Investigations			9					9	\$1,126.98
12. Soils				1				1	\$101.92
13. Vegetation and Wildlife			2	2				4	\$454.28
14. Threatened/Endangered Species			2	2				4	\$454.28
15. Water Quality				1				1	\$101.92
16. Waters of the U.S.				1				1	\$101.92
17. Permits				1				1	\$101.92
18. Floodplain Impacts			1					1	\$125.22
19. Farmlands			1					1	\$125.22
20. Visual Impacts				1				1	\$101.92
21. Hazardous Materials			1	1				2	\$227.14
22. Construction Impacts				1				1	\$101.92
23. Indirect Effect Analysis			4	4	4			12	\$1,223.04
24. Cumulative Effects Analysis			4	4	4			12	\$1,223.04
E. Draft EA / QA/QC			2					2	\$250.44
1 District Submittal			4	4				8	\$908.56
2 ENV Submittals			8	4				12	\$1,409.44
2 FHWA Submittals			8	4				12	\$1,409.44
VIII Public Involvement (FC 120)									
Prepare and Coordinate 1 Public Meeting		4	16	16	20		4	60	\$6,126.84
Attend 1 Public Meeting		6	6	6	6			24	\$2,795.52
Summary & Analysis of Public Meeting		2	8	32	8			50	\$5,212.48
TOTAL LAN DIRECT LABOR COST		25	120	129	45	0	4	323	\$35,995.54
% of Total Hours by Labor Classification		8%	37%	40%	14%	0%	1%		

LAN - PROJECT DIRECT COSTS

Item	Quantity	Unit	Rate	Total
Printing and Reproduction				
Photocopies B/W (8x10)	300	each	\$0.08	\$24.00
Photocopies Color (8x10)	300	each	\$0.75	\$225.00
Photocopies B/W (11x17)	100	each	\$0.12	\$12.00
Photocopies Color (11x17)	50	each	\$1.50	\$75.00
Travel				\$0.00
Mileage	200	mile Rd	\$0.55	\$110.00
Air Travel	0	Trip/person	\$225.00	\$0.00
Rental Car	0	day	\$65.00	\$0.00
Lodging/Hotel	0	day/person	\$85.00	\$0.00
Courier Services	5	each	\$25.00	\$125.00
Hazardous Materials Database Search	1	search	\$500.00	\$500.00
Required Permit Fees	0	each	\$500.00	\$0.00
Courier Services	0	each	\$25.00	\$0.00

"Labor Categories"

A = Project Manager
 B = Sr. Environmental Specialists
 C = Environmental Specialists
 D = Jr. Environmental Specialists
 E = CADD Operator
 F = Admin/Clerical

**Prewitt & Associates
Cultural Resource Surveys
FM 1378 Stacy Road to Farmstead Road**

Work Description	Labor Rates)	MANHOURS										TOTAL HRS	TOTAL LABOR COSTS	
		A	B	C	D	E	F	G	H	I	J			
VII. Reconnaissance Historic Structures Survey (FC 120)														
Collin County Historic Commission Interview													0	\$0.00
Survey				4	2						4		10	\$880.20
Research				1	1								4	\$294.64
Draft Report				8	8						1		21	\$1,555.33
Final Report				1	1						1		5	\$398.25
TOTAL LAN DIRECT LABOR COST		0	0	14	12	0	0	0	6	0	8		40	\$3,128.42
% of Total Hours by Labor Classification		0%	0%	35%	30%	0%	0%	0%	15%	0%	20%			

LAN - PROJECT DIRECT COSTS

Item	Quantity	Unit	Rate	Total
Printing and Reproduction				
Photocopies B/W (8x10)	0	each	\$0.08	\$0.00
Photocopies Color (8x10)	0	each	\$0.75	\$0.00
Photocopies B/W (11x17)	0	each	\$0.12	\$0.00
Photocopies Color (11x17)	0	each	\$1.50	\$0.00
Travel				
Mileage	0	mile	\$0.55	\$0.00
Meals	0	day/person	\$36.00	\$0.00
Air Travel	0	Trip/perso	\$225.00	\$0.00
Rental Car	0	day	\$65.00	\$0.00
Lodging/Hotel	0	day/person	\$85.00	\$0.00
Backhoe Rental	0	day	\$800.00	\$0.00
Required Permit Fees	0	each	\$500.00	\$0.00
Courier Services	0	each	\$25.00	\$0.00

"Labor Categories"
 A = Principal Investigator
 B = Project Archeologist
 C = Sr. Proj. Historian
 D = Asst Proj Historian
 E = Geoarcheologist
 F = Archeological Technician
 G = Laboratory Technician
 H = GIS Specialist
 I = Graphics Asst
 J = Editor

PREWITT DIRECT COSTS \$0.00

PREWITT TOTAL FEE \$3,128.42

Lina T Ramey & Associates, inc.
Survey
FM 1378 Stacy Road to Farmstead Road

Work Description	Labor Rates)	MANHOURS						TOTAL HRS	TOTAL LABOR COSTS					
		A	B	C	D	E	F							
	\$	145.60	\$	189.28	\$	157.25	\$	107.74	\$	90.27	\$	64.06		
IX. Survey (FC 150)														
Right of entry		8	0	0	12	2	4	26	\$2,894					
Locate visible utilities/DIGTESS		2	8	0	3	2		15	\$2,309					
Flow lines of culverts		2	0	5	4	4		15	\$1,869					
Roadway sections and topo		2	8	20	4	8		42	\$6,104					
Provide determination of existing right of way		8	10	20	40	8		86	\$11,234					
TOTAL SURVEY DIRECT LABOR COST		22	16	45	63	24	4	98	\$ 24,411					
% of Total Hours by Labor Classification		22%	16%	46%	64%	24%	4%							

SURVEY - PROJECT DIRECT COSTS

Item	Quantity	Unit	Rate	Total
Printing and Reproduction				
Letter BW (EA)	5	each	\$0.08	\$0.40
Letter Color (EA)	5	each	\$0.75	\$3.75
11x17 BW (EA)	5	each	\$0.12	\$0.60
Registered mail	15	each	\$7.00	\$105.00
Travel				\$0.00
Mileage (MI)	800	mile Rd	\$0.53	\$424.00
Airfare	0	Trip/person	\$225.00	\$0.00
Car Rental	0	day	\$65.00	\$0.00
Lodging/Hotel	0	day/person	urrent state rate	\$0.00
Railroad Protective Insurance	0	per occur.	\$2,500.00	\$0.00
Overnight Delivery (EA)	2	each	\$25.00	\$50.00

"Labor Categories"
A = RPLS Manager
B = 3 Man Field Crew
C = 2 Man GPS Crew
D = Sr. Survey Tech.
E = Jr. Survey Tech.
F = Clerical/Admin

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) 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

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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 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 Engineer shall 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+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 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 Carol Luschen, PE
 Title of Officer Associate
 Signature of Officer Carol Luschen, PE
 Date: 1/4/2011

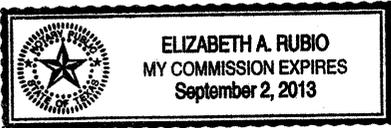
ACKNOWLEDGMENT

STATE OF TEXAS }
 }
 COUNTY OF Bexar }

BEFORE ME, on this day personally appeared Carol Luschen, 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 4th day of January, 2011.

Elizabeth A. Rubio
Notary Public, State of Texas



Elizabeth A. Rubio
Printed Name

My Commission expires on the 2nd day of September, 2013