

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, DANNENBAUM ENGINEERING, 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 prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with County Road 419 over a Branch of Sister Grove Creek 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. However, should the delay continue for more than one year past the original completion date in the completion schedule, the Engineer may request to renegotiate their professional fee provided that the fee is reasonable and substantiated by documents showing the need for the requested increase. Any request for a fee increase shall be submitted to Collin County Commissioners' Court for final approval. 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

Mr. Jeff Durham, R.P.L.S.
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:

Dannenbaum Engineering
Attn: Mark Lorange, PE
4141 Blue Lake Circle
Suite 240
Dallas, TX 75244

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: 2/23/12

COLLIN COUNTY, TEXAS

By: Franklin Ybarbo
Franklin Ybarbo
Purchasing Agent
Court Order No. 2012-073-02-06

Date: 2/20/2012

DANNENBAUM ENGINEERING CORPORATION

By: Mark G. Lorange, P.E.
Title: North Texas Regional Manager

2/23/12
me

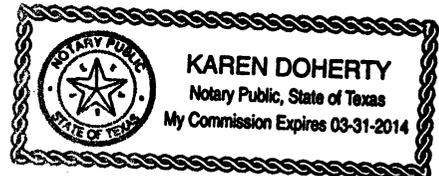
ACKNOWLEDGMENT

STATE OF TEXAS }
COUNTY OF Tarrant }

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 20 day of February, 2012.

Karen Doherty
Notary Public, State of Texas
Karen Doherty
Printed Name



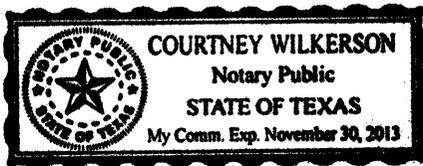
My Commission expires on the 31st day of March, 2014.

STATE OF TEXAS }
COUNTY OF Collin }

BEFORE ME, _____ on this day personally appeared 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 23 day of February, 2012.

Courtney Wilkerson
Notary Public, State of Texas
Courtney Wilkerson
Printed Name



My Commission expires on the 30 day of November, 2013.

EXHIBIT "A"

**SCOPE OF ENGINEERING SERVICES
COLLIN COUNTY BOND PROJECT
CR 419 BRIDGE**

Anything not expressly mentioned in this scope of services will be considered extra services to be negotiated separately with a Supplemental Agreement. In this scope of services, the term Engineer will represent Dannenbaum Engineering and the County will represent Collin County.

I. Preliminary Alignment and Design

A. Survey Services

1. Topographical survey should include all information necessary to establish the road alignment, bridge location, drainage needs and existing right-of-way limits.
2. Cross-section the creek channel at a minimum of 500 feet up stream and 500 feet downstream of bridge crossing for hydraulic studies. Locate and identify existing utilities (both overhead and underground). A plan sheet locating these utilities in relationship to the proposed right-of-way shall be provided to the County for review. When necessary for design, the depth of major utilities such as gas or water lines will be determined by the Engineer. The County's intent is to avoid or minimize the relocation of major utilities. Existing easements, driveways, culverts, gates, fences, significant trees (8 inches in diameter or larger) or other improvements within the project limits will also be located.
3. Locate property lines and provide a right-of-way strip map (11x 17 sheet size) with tracts identified by parcel number. A metes and bounds description with exhibit (8 ½ x 11 sheet size) will be prepared for each parcel. Exhibits will show the existing roadway and location of fences in relationship to the new right-of-way line along with indicating the gross acreage to be acquired, less the approximate acreage in prescriptive right-of-way, and reflect the net acreage to be acquired.
4. Provide a minimum of two (2) permanent benchmarks (vertical). Benchmarks will not be set in telephone poles or trees located within the project limits.
5. Monument the new right-of-way line with iron rods and metal t-posts. Establish at minimum two (2) permanent control points (horizontal) for construction staking. A coordinate list describing monuments set for control or along the new right-of-way line will be incorporated into the plan set.
6. Prior to construction, verify and/or re-establish right-of-way monuments, control points and benchmarks.

B. Geotechnical Services

1. Obtain necessary information to identify geological features that will affect the engineering design for this project. This will include 2 sample borings extending to a depth of 50 feet below existing grades. The soils will be tested for moisture content, liquid and plastic limits, unconfined compression tests and unit weight determinations.

C. Hydraulic Analysis

1. Provide hydrologic study and analysis of through bridge discharges based upon HEC-1 or HEC-HMS, Texas Department of Transportation (TxDOT) Regression Equations Hydraulics Manual and TxDOT Regression Equations from the U.S. Geological Survey Report 96-4307.
2. Provide hydraulic analysis to model both existing and proposed conditions utilizing the Corp of Engineers HEC-RAS River Analysis computer model or HEC II, which performs one-dimensional hydraulic calculations to compute water surface profiles for a river or stream.
3. A formal hydraulic report will not be required. The hydraulic study will be represented by the water surface elevation on the bridge layout sheet.

D. Permits

1. Special Permits are not anticipated for this project and, therefore are not included in this scope

E. Preliminary Design Submittal (30%)

1. Preliminary Plans

a. Prepare schematic bridge layout plan, roadway plan and profile drawings for review by the County. Drawings should include stationing, horizontal and vertical geometric alignment data, the location of existing easements, proposed improvements and the proposed right-of-way limits. This will be presented as a 30% PS&E submittal.

b. The 2004 Texas Department of Transportation Specifications book will be utilized and referenced for the plans.

c. This bridge will be prepared as specified by the set of plans provided by Collin County.

d. Submit two (2) sets of preliminary plans (11 x 17) – one submittal only.

2. Cost Estimate

- a. Provide preliminary cost estimate.

3. Specifications

- a. Submit outline of specifications – one submittal only.

II. Final Plans, Specifications and Estimate

A. Final Submittal (100%)

- 1. Final Plans - Submit three (3) sets of Final Plans (11"x17") and Specifications for review (Only 1 Submittal). Plans will include:

- a. Title Sheet / Index of Sheet
- b. Typical Section
- c. Roadway Plan Profile Drawing
- d. Quantities Summary Sheet
- e. Standard Sheets
- f. Right-of-Way Exhibit
- g. Boring Log
- h. Sign Layout
- i. Detour Layout
- j. Storm Water Pollution Prevention Plan
- k. Bridge Layout Plan and Detail Drawings – using TxDOT standard 26 foot width bridge
- l. General Notes

- 2. Specifications.

- 3. Estimated Cost of Construction.

III. Bid Phase

A. Bidding

- 1. Provide bid documents, specifications and plans to the contractors for bidding.
- 2. Attend pre-bid conference.

Evaluate bids, prepare bid tabulation summary, and recommendation letter.

IV. Construction Phase

A. Construction

- 1. Respond to Requests for Information (RFIs).
- 2. Review material test reports.
- 3. Review shop drawings.

4. Perform specific inspections at major stages of construction and periodic inspections for general observations to help ensure that construction conforms to the project specifications and plans.
5. Provide status reports as necessary.
6. Prepare change orders.
7. Conduct final walk-thru with County representative.
8. Submit to County one set of 11"x17" signed paper copies and a CD with the CAD files of the design files. Electronic files in MS Word format will also be included on the CD submitted to TxDOT.

EXHIBIT "B"

COMPLETION SCHEDULE

Services shall be completed per the following project development schedule attached.

Agreement No. 01129-12

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. A derivation of the total contract fee amount is attached:

EXHIBIT "E"

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

1.2.4 If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the

end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.0 The required limits may be satisfied by any combination of primary, excess or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following form. The vendor may maintain reasonable and customary deductibles, subject to approval by 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+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 MARK C. LORANCE, P.E.
Title of Officer North Texas Regional Manager
Signature of Officer Mark C. Lorange, P.E.
Date: 2/20/2012

ACKNOWLEDGMENT

STATE OF TEXAS }
COUNTY OF Tarrant }

BEFORE ME, on this day personally appeared Mark Lorange, 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 20 day of February, 2012.

Karen Doherty
Notary Public, State of Texas

Karen Doherty
Printed Name

My Commission expires on the 31 day of March, 2014.

DANNENBAUM ENGINEERING CORPORATION
Collin County Bridges

Exhibit D
County Road 419
(Existing 2 - CMP)
Creek

Prepared by _____
 Reviewed by _____
 d by _____

TASK DESCRIPTION	Project Manager	Sr. Engineer	Project Engineer/RPLS	Struc/Drain Engineer	Jr. Engineer (EIT)	Sr. Engineer Tech	CADD Operator / Tech	Planner	Clerical	Total Labor Hrs. & Costs	No. of Dwgs.	Labor Hrs. per Sheet
ROADWAY DESIGN (160)												
PROJECT MANAGEMENT	2									2		
TITLE SHEET / INDEX OF SHEETS							2			2	1	2
TYPICAL SECTIONS							2			2	1	2
PLAN & PROFILE SHEETS		1	4		8		8			21	1	21
X-SECTIONS		1	2		4		8			15	5	3
PRELIMINARY QA/QC	2	4								6		
PRELIMINARY REVIEW MEETING		0								0		
ADDRESS PRELIMINARY COMMENTS		2	2		6		4			14		
ROADWAY QUANTITIES CALCULATIONS		0	0		0					0		
PREPARE ESTIMATE		2	2							4		
HORIZONTAL ALIGNMENT DATA SHEET										0	1	0
MISCELLANEOUS ROADWAY DETAILS										0	1	0
CONSTRUCTION TIME ESTIMATE										0	1	0
ROADWAY QUANTITIES SUMMARY		1			2		2			5	1	5
GENERAL NOTES		1								2	1	2
STANDARD SHEETS		1					1		1	2		
GRADING PLAN										0		
RIGHT OF WAY EXHIBITS		1			1		2			4	1	4
DELIVER CADD FILES							2			2		
HOURS SUB-TOTALS	4	14	10	0	21	0	31	0	1	81	14	
LABOR RATE PER HOUR	\$209.30	\$177.10	\$144.90	\$144.90	\$93.38	\$103.04	\$83.72	\$119.14	\$57.96			
DIRECT LABOR COSTS	837.20	2,479.40	1,449.00	0.00	1,960.98	0.00	2,595.32	0.00	57.96	9,379.86		
TOTAL (160)										\$9,379.86		

DANNENBAUM ENGINEERING CORPORATION
Collin County Bridges

Exhibit D
County Road 419
(Existing 2 - CMP)
Creek

Prepared by _____
 Reviewed by _____
 d by _____

TASK DESCRIPTION	Project Manager	Sr. Engineer	Project Engineer/RPLS	Struc/Drain Engineer	Jr. Engineer (EIT)	Sr. Engineer Tech	CADD Operator / Tech	Planner	Clerical	Total Labor Hrs. & Costs	No. of Dwgs.	Labor Hrs. per Sheet
DRAINAGE (161)												
MISCELLANEOUS DRAINAGE DESIGN			0	0	0					0		
DEFINE DRAINAGE AREA MAP				1	1					2		
DATA COLLECTION				1	1					2		
DEVELOP HEC-RAS MODEL OF REVISED EXISTING CONDITIONS				2	6					8		
MODIFY HEC-RAS MODEL-PROPOSED CONDITIONS				2	4					6		
SCOUR ANALYSIS				2	4					6		
PREPARE BRIEF REPORT WITH FINDINGS				1						1		
INTERNAL QA/QC		2								2		
										0		
										0		
HOURS SUB-TOTALS	0	2	0	9	16	0	0	0	0	27	0	
LABOR RATE PER HOUR	\$209.30	\$177.10	\$144.90	\$144.90	\$93.38	\$103.04	\$83.72	\$119.14	\$57.96			
DIRECT LABOR COSTS	0.00	354.20	0.00	1,304.10	1,494.08	0.00	0.00	0.00	0.00	3,152.38		
TOTAL (161)										\$3,152.38		
MISCELLANEOUS ROADWAY (163)												
DETOUR LAYOUT		1					4			5	1	5
SWAP LAYOUTS		1					4			5	1	5
SIGN DETAIL		1					2			3	1	3
HOURS SUB-TOTALS	0	3	0	0	0	0	10	0	0	13	3	
LABOR RATE PER HOUR	\$209.30	\$177.10	\$144.90	\$144.90	\$93.38	\$103.04	\$83.72	\$119.14	\$57.96			
DIRECT LABOR COSTS	0.00	531.30	0.00	0.00	0.00	0.00	837.20	0.00	0.00	\$1,368.50		
TOTAL (163)										\$1,368.50		
BRIDGE (170)												
BRIDGE LAYOUT (TXDOT STANDARD WIDTH SLAB BEAM BRIDGE)	1	8		8		28				45		
BORING LOGS		3		1	2	4	2			12		
ESTIMATED QUANTITIES		4		2	10	8	10			34		
ABUTMENT DETAILS				6	10	28				44		
STANDARDS DRAWINGS	1	1			4		2			8		
RETAINING WALL COORDINATION		0			0					0		
PRELIMINARY SUBMITTAL REVIEW		4							1	5		
FINAL SUBMITTAL REVIEW		4							1	5		
HOURS SUB-TOTALS	2	24	0	17	26	68	14	0	2	153	0	
LABOR RATE PER HOUR	\$209.30	\$177.10	\$144.90	\$144.90	\$93.38	\$103.04	\$83.72	\$119.14	\$57.96			
DIRECT LABOR COSTS	418.60	4,250.40	0.00	2,463.30	2,427.88	7,006.72	1,172.08	0.00	115.92	17,854.90		
TOTAL (170)										\$17,854.90		

DANNENBAUM ENGINEERING CORPORATION
Collin County Bridges

Exhibit D
County Road 419
(Existing 2 - CMP)
Creek

Prepared by _____
 Reviewed by _____
 d by _____

TASK DESCRIPTION	Project Manager	Sr. Engineer	Project Engineer/RPLS	Struc/Drain Engineer	Jr. Engineer (EIT)	Sr. Engineer Tech	CADD Operator / Tech	Planner	Clerical	Total Labor Hrs. & Costs	No. of Dwgs.	Labor Hrs. per Sheet
BID / CONSTRUCTION PHASE (200)												
COORDINATE AND DISTRIBUTE PLANS	1	1							2	4		
PRE-BID CONFERENCE		3							1	4		
BIDDING ASSISTANCE	0	0	0				0		0	0		
BID OPENING	0	0								0		
BID TABULATION		0							0	0		
RECOMMENDATION OF AWARD	0									0		
SITE VISIT		14			14					28		
SHOP DRAWING REVIEW		8								8		
PREPARE AS-BUILT PLANS	0				0		0			0		
REQUEST FOR INFORMATION	2				2					4		
										0		
										0		
TOTAL (200)										0		
HOURS SUB-TOTALS	3	26	0	0	16	0	0	0	3	48	0	
LABOR RATE PER HOUR	\$209.30	\$177.10	\$144.90	\$144.90	\$93.38	\$103.04	\$83.72	\$119.14	\$57.96			
DIRECT LABOR COSTS	627.90	4,604.60	0.00	0.00	1,494.08	0.00	0.00	0.00	173.88	6,900.46		
ENGINEER TOTAL LABOR HOURS	9	69	10	26	79	68	55	0	6	322		
ENGINEER TOTAL LABOR COSTS	\$1,883.70	\$12,219.90	\$1,449.00	\$3,767.40	\$7,377.02	\$7,006.72	\$4,604.60	\$0.00	\$347.76	\$38,656.10		
DIRECT EXPENSES			Quantity	Unit	Cost	Total						
SURVEY			1	EA	8,305.00	\$8,305.00						
GEOTECH			1	EA	5,490.00	\$5,490.00						
MILEAGE				Miles	\$0.585	\$0.00						
PER DIEM				Day(S)	\$36.00	\$0.00						
HOTEL				Day(S)	\$85.00	\$0.00						
AIRFARE				Trip(S)	\$250.00	\$0.00						
CAR RENTAL				Day(S)	\$60.00	\$0.00						
PRINTING AND REPRODUCTION												
MYLAR PLOTS (11" X 17")				Each	\$3.00	\$0.00						
CADD PLOTS				Sq Ft	\$1.25	\$0.00						
DIGITAL ORTHO PLOTTING				Sq Ft	\$2.50	\$0.00						
COPIES (8 1/2" X 11")				Each	\$0.15	\$0.00						
COPIES (11" X 17")				Each	\$0.20	\$0.00						
MISCELLANEOUS EXPENSES				Lump Sum		\$0.00						
PRELIMINARY SUBMITTAL				Sheet	\$0.20	\$0.00						
100% SUBMITTAL				Sheet	\$0.20	\$0.00						
OVERNIGHT DELIVERY SERVICES				Package(s)	\$20.00	\$0.00						
TOTAL DIRECT EXPENSES						\$13,795.00						
County Road 419	(TOTAL LABOR, CADD & DIRECT EXPENSE)										\$52,451.10	