

## Jon Kleinheksel

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**From:** Matt Dobecka  
**Sent:** Thursday, July 26, 2012 3:49 PM  
**To:** Jon Kleinheksel  
**Cc:** Gary Enna  
**Subject:** FW: CR559 Approach

Matt Dobecka, CPPB  
Collin County Purchasing  
972-548-4103  
214-491-4862 Fax  
[mdobecka@collincountytx.gov](mailto:mdobecka@collincountytx.gov)

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**From:** Richard Arvizu [<mailto:raa@binkleybarfield.com>]  
**Sent:** Thursday, July 26, 2012 3:46 PM  
**To:** Matt Dobecka  
**Subject:** RE: CR559 Approach

Matt,

By having us do the traffic control plan the liability for any issues associated with traffic control falls on us (our professional liability insurance) and should remove liability from the County.

**Richard A. Arvizu, P.E., CFM**  
Project Manager



1801 Gateway Blvd., Suite 103  
Richardson, Texas 75080

214.377.7766 Tel  
214.377.7775 Fax

[raa@binkleybarfield.com](mailto:raa@binkleybarfield.com)  
[www.binkleybarfield.com](http://www.binkleybarfield.com)

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**From:** Matt Dobecka [<mailto:mdobecka@co.collin.tx.us>]

**Sent:** Thursday, July 26, 2012 3:44 PM

**To:** Richard Arvizu

**Subject:** CR559 Approach

Richard,

What are the liability issues, if any, should the County choose to create its own traffic control plan?

Thanks,

Matt



## Jon Kleinheksel

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**From:** Monika Arris  
**Sent:** Monday, July 23, 2012 8:59 PM  
**To:** Matt Dobecka; Jon Kleinheksel  
**Cc:** Gary Enna  
**Subject:** RE: Fee Proposal - CR 559 Approach Slab Repair

Jon has budgeted road/bridge construction/maintenance dollars remaining, so from my end I don't see why it would need to go to Court. Is there anything on Purchasing's end that would make it need to go to court?

Regards,

***Monika Arris, CGFO, CIO***  
Director of Budget & Finance  
**Collin County**  
Phone: 972-548-4603  
Fax: 972-548-4699  
[MArris@collincountytx.gov](mailto:MArris@collincountytx.gov)  
[www.collincountytxas.gov](http://www.collincountytxas.gov)

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**From:** Matt Dobecka  
**Sent:** Monday, July 23, 2012 3:32 PM  
**To:** Jon Kleinheksel; Monika Arris  
**Cc:** Gary Enna  
**Subject:** RE: Fee Proposal - CR 559 Approach Slab Repair

Will any of this need to go to Court for approval before we proceed?

Matt Dobecka, CPPB  
Collin County Purchasing  
972-548-4103  
214-491-4862 Fax  
[mdobecka@collincountytx.gov](mailto:mdobecka@collincountytx.gov)

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**From:** Jon Kleinheksel  
**Sent:** Monday, July 23, 2012 3:13 PM  
**To:** Monika Arris  
**Cc:** Matt Dobecka; Gary Enna  
**Subject:** FW: Fee Proposal - CR 559 Approach Slab Repair  
**Importance:** High

Monika~

This is the proposal regarding the bridge issue I talked to you about... We have funding available in our Road Maintenance Acct....

Would this Acct work ?

Jon

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**From:** Matt Dobecka  
**Sent:** Monday, July 23, 2012 12:44 PM  
**To:** Jon Kleinheksel  
**Cc:** Gary Enna  
**Subject:** FW: Fee Proposal - CR 559 Approach Slab Repair  
**Importance:** High

Attached is the fee proposal from Binkley and Barfield. Please review and let me know if you wish to adjust any of the work contemplated. We do have our own geotech company that we will use for an independent inspection.

Matt

Matt Dobecka, CPPB  
Collin County Purchasing  
972-548-4103  
214-491-4862 Fax  
[mdobecka@collincountytx.gov](mailto:mdobecka@collincountytx.gov)

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**From:** Richard Arvizu [<mailto:raa@binkleybarfield.com>]  
**Sent:** Monday, July 23, 2012 12:27 PM  
**To:** Matt Dobecka  
**Subject:** Fee Proposal - CR 559 Approach Slab Repair

Matt,

Please review the attached proposal and contact me with any questions, concerns or comments.

Best regards,

**Richard A. Arvizu, P.E., CFM**  
Project Manager



1801 Gateway Blvd., Suite 103  
Richardson, Texas 75080

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Houston  
Dallas/Fort Worth | Austin

July 23, 2012

Mr. Matt Dobecka, CPPB  
Collin County Purchasing  
2300 Bloomdale Rd., Suite 3160  
McKinney, Texas 75071

RE: CR 559 Bridge Over Lake Lavon – North Approach Slab Repair

Dear Mr. Dobecka:

Attached is the Scope of Services, schedule, payment schedule and a list of County responsibilities for the north approach slab repair for the CR 559 Bridge over Lake Lavon, generally located north of US 380 between Princeton and Farmersville, Texas. The project includes the preparation of construction drawings and a traffic control plan to remove & replace the structural approach slab. We propose to provide basic engineering and special services for the fee amount of \$13,000 as outlined in Exhibit "C" of the attached proposal. Also enclosed is a preliminary construction cost estimate for the repair.

If you have any questions, please contact me.

Sincerely,

Binkley & Barfield, Inc.  
Consulting Engineers

A handwritten signature in blue ink, appearing to read 'Rich Arvizu', written over a horizontal line.

Richard A. Arvizu, P.E., CFM  
Project Manager

**EXHIBIT "A"**  
**CR 559 Bridge Over Lake Lavon – North Approach Slab Repair**  
**SCOPE OF ENGINEERING SERVICES**

**PROJECT DESCRIPTION:**

Preparation of construction documents for the removal and replacement of the bridge approach slab at the north end of the CR559 Bridge over Lake Lavon.

**BASIC SERVICES:**

**A. Design Standards**

1. This project shall be designed in accordance with the following:

Texas Department of Transportation, 2004 Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges.

2. All plans submitted to the County shall be signed and sealed in accordance with state law.

**B. Investigation and Data Collection**

1. Meet with Collin County public works staff to discuss the project.
2. Perform an on-site site inspection.
3. Obtain record drawings.

**C. Preliminary Design —**

1. Structural design
  - a. The structural design will be for the repair of the bridge approach elements.
  - b. One structural design will be provided. Modifications due to changing requirements or unanticipated site conditions shall be negotiated under a separate scope.
  - c. It is assumed that Collin County will contract a materials testing firm to observe the construction process. The testing firm will perform materials test on soil and construction materials as required.
2. Prepare preliminary construction plans including following sheets:
  - Cover sheet with bridge location map
  - Plan sheet with quantities, notes and details
  - Standard detail sheets as necessary

Information required can be combined on sheets if the information can be clearly shown and is approved by the Collin County Director of Public Works.

3. Prepare an estimate of construction quantities and develop the preliminary statement of probable construction cost.
4. Submit three (3) sets of 11" x 17" preliminary plans and preliminary statement of probable construction cost to the County for review.

**D. Final Design —**

1. Revise preliminary plans incorporating comments from Collin County.
2. Finalize construction plans, quantities and construction cost estimate for proposed improvements.
3. Submit three (3) sets of 11"x17" final plans and final statement of probable construction cost to the County for review.

**E. Bid Phase Services — (if required)**

1. Provide a schedule of bid items. Prepare the bid documents. Furnish plans and bid documents for bidding. Cost for these to be recouped by non-refundable deposit from contractors. Maintain a list of plan holders.
2. Furnish plans and bid documents for up to 3 plan review rooms to be determined by the County. These documents are to be furnished at no cost to the plan review rooms.
3. Assist County staff in conducting a pre-bid conference, if required.
4. Prepare and distribute addenda to bid documents as necessary.
5. Provide a bid tabulation within 4 working days of the bid opening.
6. Evaluate the low and second to low bidders. Prepare a letter of recommendation to the County within 7 working days of the bid opening.
7. Assist County staff in a pre-construction conference.
8. Furnish three (3) half size sets of final construction plans and three (3) sets of the contract documents manual to the County for construction.

**F. Construction Administration —**

1. Provide written responses to requests for information or clarifications.
2. Prepare change orders.
3. Conduct final walk-thru with County representative.
4. Prepare construction "Record Drawings" based upon mark-ups and information provided by the construction contractor(s). Submit one blackline set to the County.

**SPECIAL SERVICES:**

- A. Traffic Control Plan including coordinate with TxDOT area office concerning traffic control.
- B. Perform specific inspections at major stages of construction and periodic inspections for general observations to insure that construction conforms to the project specifications and plans.

**Exclusions**

The intent of this scope of services is to include only the services specifically listed herein and no others. Services specifically excluded from this scope of services include, but are not necessarily limited to, the following:

1. Surveying
2. Soils investigation
3. Environmental impact statements and assessments.
4. Fees for permits or advertising.
5. Environmental cleanup.
6. Quality control and testing services during construction.
7. Phasing of Contractor's work.
8. On-site safety precautions, programs and responsibility.
9. Consulting services by others not included in proposal.
10. Scour analysis.
11. Sight distance analysis.
12. SWPPP
13. Technical specifications other than reference to TXDOT specifications.

**EXHIBIT "B"**

**PROJECT SCHEDULE**

Services shall be completed per the following project development schedule.

90% Design Phase	3 Days
Final Design Phase	2 Days
Construction Observation Phase	As required

(Days do not include County review time or any required bid phase services)

**EXHIBIT "C"**

**CR 559 Bridge Over Lake Lavon – North Approach Slab Repair**

**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 as follows:

<b><u>BASIC SERVICES</u></b>	<b><u>FEE</u></b>	<b><u>SUBTOTAL</u></b>
<b>Investigation and Data Collection</b>	\$800	
<b>Preliminary Design</b>		
Plan Sheet Preparation & Design	\$4,600	
Construction Cost Estimate	\$300	
<b>Final Design</b>	\$700	
<b>Construction Phase</b>	\$1,000	
<b>Basic Services Total</b>		<b>\$7,400</b>
<b><u>SPECIAL SERVICES</u></b>		
<b>Traffic Control Plan</b>	\$5,000	
<b>Construction Inspection</b>	\$500	
<b>Expenses</b>	\$100	
<b>Special Services Total</b>		<b>\$5,600</b>
<b>Grand Total</b>		<b>\$13,000</b>
<b><u>OPTIONAL SERVICES</u></b>		
<b>Bid Phase Services</b>	\$1,600	

## 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.

1. Bridge inspection reports
2. Bridge record drawings
3. Construction daily inspection
4. Construction contract administration

## EXHIBIT "E"

### INSURANCE REQUIREMENTS

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

1.1 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 Workers Compensation Commission; (Note: If you have questions concerning these requirements, you are instructed to contact the TWCC at (512)440-3789).

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

Persons providing services on the project ("subcontractor" in 406.096) includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

1.2.2 The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

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

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

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

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

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

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

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

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

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

1.2.9.1 provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

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

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

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

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

1.2.9.4.2 a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage

period shown on the current certificate of coverage ends during the duration of the project:

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

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

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

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

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

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

1.4 Professional Liability Insurance at minimum limits of \$1,000,000. This policy must have a two (2) year extended period of coverage, (i.e. tail coverage). If 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 \_\_\_\_\_  
Title of Officer \_\_\_\_\_  
Signature of Officer \_\_\_\_\_  
Date: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF TEXAS            }  
                                          }  
COUNTY OF COLLIN        }

BEFORE ME, on this day personally appeared Tony Romo, P.E., 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 \_\_\_\_\_ day of \_\_\_\_\_ 2012.

\_\_\_\_\_  
Notary, Public, State of Texas

\_\_\_\_\_  
Printed Name

My Commission expires on the \_\_\_\_\_ day of \_\_\_\_\_.

**COUNTY ROAD 559 BRIDGE APPROACH SLAB REPLACEMENT**

<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Cost (\$)</b>	<b>Cost (\$)</b>
104	REMOVE APPROACH SLAB & SHOULDER DRAINS	69.6	SY	\$50.00	\$3,477.78
360	REINF. CONC. APPROACH SLAB W/ SHOULDER DRAINS	22.7	CY	\$400.00	\$9,098.77
502	TRAFFIC CONTROL	1	LS	\$4,500.00	\$4,500.00
	REMOVE TREES	4	EA	\$750.00	\$3,000.00
	ARMOR JOINT REMOVAL & RE-INTSALLATION	27	LF	\$100.00	\$2,700.00
	CONTINGENCY (10%)	1	LS	\$2,400.00	\$2,400.00
<b>BRIDGE TOTAL ESTIMATED COST</b>					<b>\$25,176.54</b>

7/23/2012 12:05