

ENGINEERING SERVICES AGREEMENT

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

WITNESSETH:

WHEREAS, the CCTRA desires to engage the services of the Engineer to perform engineering in connection with the Preliminary Engineering Study (ROW Footprint) at the interchange of US 75 and the Collin County Outer Loop in Collin County, hereinafter referred to as the "Project"; and

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

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

I. Retention of the Engineer

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

II. Scope of Services

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

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

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

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

III. Schedule of Services

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

3.2 In the event that the Engineer is delayed in the progress of the work on the Project by an act or neglect of the CCTRA, CCTRA's employees, or separate contractors employed by the CCTRA, or by changes ordered in the Project, fire, adverse weather conditions not reasonably anticipated, unavoidable casualties or other causes beyond the Engineer's control, or delay authorized by the CCTRA pending arbitration, or by other causes which the CCTRA and Engineer agree may justify delay, then the Contract Time shall be reasonably extended by Change Order. The CCTRA shall have the right at any time to delay or suspend the work or any part thereof for any reasonable time and if this happens, the Engineer's sole remedy for any delays or suspension shall be any extension of time. However, should the delay continue for more than one year past the original completion date in the completion schedule, the Engineer may request to renegotiate their professional fee provided that the fee is reasonable and substantiated by documents showing the need for the requested increase. Any request for a fee increase shall be submitted to the CCTRA for final approval. The CCTRA shall not be independently liable to the Engineer for any delay or interference caused by circumstances beyond the CCTRA's control or any delay caused by any other person or entity.

IV. Compensation and Method of Payment

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

A. Invoice and Payment

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

V. Information to be provided by the CCTRA

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

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

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

VI. Progress Meetings

In addition to providing the monthly progress reports as required under Paragraph IV herein above, Engineer agrees to attend all monthly progress meetings scheduled by CCTRA, and at such meetings to outline work accomplished and special problem or delays encountered in connection with the Project during the previous report period, as well as planned work activities and special problems and delays anticipated for the next report period. The Engineer agrees to cooperate and coordinate with other design professionals, the CCTRA and its contractors to help facilitate efficient construction of the Project and maintain the Project schedule.

VII. Insurance

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

VIII. Indemnity

8.1 The Engineer agrees to the fullest extent permitted by law, to indemnify and hold harmless the CCTRA, Collin 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 CCTRA.

X. Assignment and Subletting

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

XI. Audits and Records/Conflict of Interest

11.1 The Engineer agrees that at any time during normal business hours, and as often as the CCTRA may deem necessary, Engineer shall make available to representatives of the CCTRA for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of the CCTRA to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, all for a period of three (3) years 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 conflict of interest requirements of the state law which are applicable to persons entering into contracts with the CCTRA and will abide by the same. Further, a lawful representative of Engineer shall execute the Affidavit shown in Exhibit "F". Engineer understands and agrees that the existence of a conflict of interest during the term of this Agreement will render the agreement voidable.

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

XII. Contract Termination

The parties agree that the CCTRA shall have the right to terminate this Agreement without cause upon thirty (30) days written notice to Engineer. In the event of such termination without cause, Engineer shall deliver to 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 the CCTRA in the event of the CCTRA's breach of any material term of this Agreement, including but not limited to compensation and method of payment. Regardless of which party initiates termination, Engineer shall be entitled to compensation for any and all services completed to the satisfaction of the CCTRA in accordance with the provisions of this Agreement prior to termination.

XIII. Cost Estimates

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

XIV. Ownership of Documents

Original drawings and specifications (Instruments of Service) created by Engineer are the property of the Engineer; however, the Project is the property of the CCTRA, and Engineer may not use the drawings and specifications for any purpose not relating to the Project without the CCTRA's consent. CCTRA shall be furnished with such reproductions of drawings and specifications as the CCTRA may reasonably require. Upon completion of the services or any earlier termination of this Agreement under Article XII, and payment in full of all monies due Engineer, Engineer will revise drawings to reflect significant changes made by data furnished to the Engineer by or through the CCTRA. Engineer will promptly furnish the CCTRA with one (1) complete set of reproducible record prints. All such reproductions shall be the property of the CCTRA who may use them without the Engineer's permission for any proper purpose relating to the Project, including but not limited to, maintenance of the Project, additions to the Project, or completion of the Project. Prints shall be furnished, as an additional service, at any other time requested by the CCTRA. The CCTRA may use such drawings in any manner it desires; provided, however, that the Engineer shall not be liable for the use of such drawings for any project other than the Project described herein.

XV. Complete Contract

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

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

XVI. Mailing of Notices

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

Mr. Ruben Delgado, P.E., Director
Collin County Engineering Department
4690 Community Ave, Suite 200
McKinney, Texas 75071

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

Mr. Rusty Ozmer, PE
HNTB Corporation
5910 W. Plano Pkwy. Suite 200
Plano, TX 75093

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

C. Venue/Governing Law

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

D. Parties Bound

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

E. Severability

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

F. Effective Date

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

G. Term of Agreement

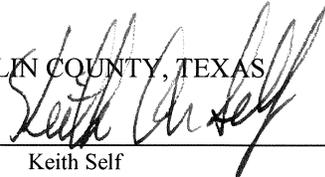
The term of Agreement shall conform to the schedule as stipulated in Exhibit "B" attached herein. No other extension shall be authorized unless granted by written agreement between the CCTRA and Engineer.

H. Observe and Comply

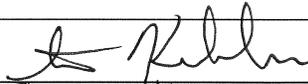
Engineer shall at all times observe and comply with all federal and State laws and regulations and with all City ordinances and regulations which in any way affect this Agreement and the work hereunder, and shall observe and comply with all orders, laws, ordinances and regulations which may exist or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

WITNESS OUR HANDS AND SEALS on the date indicated below.

Date: 12/16/13

COLLIN COUNTY, TEXAS
By: 
Keith Self
Collin County Toll Road Authority Board President
Court Order No. 2013-3017-11-11

Date: 12-13-13

By: 
STEPHEN KNORBE
Title: VICE PRESIDENT

ACKNOWLEDGMENT

STATE OF TEXAS }

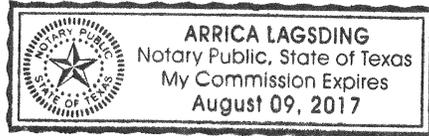
COUNTY OF COLLIN }

BEFORE ME, ARRICA on this day personally appeared STEVEN KNOSSE of HNJB, a MISSOURI Corporation, known to me (or proved to me on the oath of _____ or through DRIVERS LICENSE (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 13 day of DECEMBER, 2013.

Arrica Lagsding
Notary Public, State of Texas

ARRICA LAGSDING
Printed Name



My Commission expires on the 9 day of AUGUST, 2017.

STATE OF TEXAS }

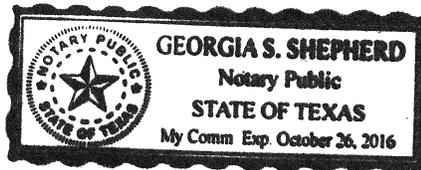
COUNTY OF COLLIN }

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ^{16th} day of December, 2013.

Georgia S. Shepherd
Notary Public, State of Texas

Georgia S. Shepherd
Printed Name



My Commission expires on the 26th day of October, 2016.

EXHIBIT "A"

SCOPE OF SERVICES

**US 75 at Collin County Outer Loop Interchange
Preliminary Engineering Study**

Updated:
September 3, 2013

Purpose

The purpose of the Preliminary Engineering Study is to provide the Collin County Toll Road Authority (CCTRA) with conceptual plan view alternatives that identify proposed preliminary right-of-way (ROW) lines for future project development at US 75 and the Collin County Outer Loop (CCOL) interchange. The Engineer will maximize the use of previous base mapping and survey collected from the schematic and final design development for the CCOL access road from US 75 to SH 121. The Engineer will provide preliminary environmental constraints map update; design criteria table, conceptual interchange layouts; alternative analysis evaluation; cost estimate and traffic operations analysis for the project.

The work described in this scope of services will be paid as lump sum, and include the following major work tasks: Project Management; Data Assembly and Review; and Alignment Studies.

I. Project Management

- A. Perform general management and administration duties required to maintain the project and coordinate with CCTRA, NCTCOG, TxDOT, and other project team members during the development of the project.
- B. The Engineer shall conduct monthly project reviews, update monthly schedules, and prepare monthly invoices for review by CCTRA. Progress reports shall include a brief discussion of the activities conducted during the reporting period and activities planned for the upcoming month, and describe any problems or delays encountered and remedial actions needed or exercised to alleviate the same.
- C. The Engineer shall attend up to three (3) project team meetings with CCTRA. The purpose of these meetings is to evaluate the project status and provide input on draft deliverables
- D. The Engineer shall provide Quality Control and Quality Assurance processes for each deliverable submitted to CCTRA. The Quality Control process shall specify detailed review, checking, back checking and documentation procedures to be performed for every plan, calculation and report and document prepared for submittal. The Quality Assurance process shall provide verification and documentation that the Quality Control processes were adequately performed through the incorporation of reviews, checklists, audits and corrective measures.

II. Data Assembly and Review

A. The Engineer shall collect, review, and update map information within the study area to provide an updated Environmental Constraints Map for up to two (2) submittals.

The Engineer shall request the following current data to be provided by CCTRA:

- Digital aerial images
- Thoroughfare Plan
 - Future Highways and Major Arterials
- City and County Boundaries
- Railroad
- Roads
- Contours (2ft)
- Tier 2 Hazardous Material Sites
- Watersheds
- River and Streams
- County Parks
- Watersheds
- Schools and cemeteries
- Appraisal District Parcels

B. The Engineer shall request the following information from TxDOT on behalf of CCTRA:

- Approved 2008 Schematic along US 75 from Telephone Road to County Line Road (Grayson County Line)
- All available electronic files (pdf, dgn, gpk, dtm)

The Engineer shall compile all base mapping information provided by CCTRA and TxDOT and update the existing DTM from the CCOL PSE survey.

III. Alignment Studies

A. The Engineer shall prepare a geometric design criteria table in accordance with the latest version of the TxDOT Roadway Design Manual and the AASHTO Policy on Geometric Design of Highways and Streets.

B. The Engineer shall develop up to two (2) conceptual interchange alternative layouts in plan view only. The conceptual alternatives will be developed on colorized 200 scale rolls with available aerials and planimetric topo for base mapping. The Engineer shall develop up to two (2) submittals of each conceptual alternative. The conceptual alternatives shall contain the following:

- Horizontal alignments and curve data
- Pavement edges, face of curbs and shoulder lines, striping
- Typical sections of existing and proposed roadways

- Proposed bridge limits
 - Preliminary ROW requirements and control-of-access locations
 - Direction of traffic flow and the number of lanes on all roadways
 - Traffic Data if available
 - Profiles will not be included
 - Retaining wall limits will not be included
 - Super-elevation will not be included
 - Large guide signs will not be included
 - Drainage analysis will not be included
 - Cross-sections for earthwork will not be included
 - Traffic Control Phasing will not be included
- C. The Engineer shall develop an alternative analysis matrix for up to two (2) submittals based on the following:
- Perform an initial assessment of right-of-way impacts to properties along each alignment.
 - Evaluate interchange construction feasibility.
 - Evaluate access considerations with respect to the locations of slip ramps and direct connector ramps.
 - Assess impacts to existing major utilities through the use of GIS to identify potential conflicts.
- D. Once a technically preferred conceptual alternative has been selected by the County, the Engineer shall develop a conceptual level assessment of probable construction cost for the project using the current TxDOT average unit bid prices of the State bid items. The conceptual level assessment shall be determined from estimated quantities and unit costs of major construction items, including preparing ROW, pavement, bridge/retaining wall structures and ROW. A contingency shall be added to the estimate to account for items not detailed in the conceptual level assessment. The Engineer shall make up to two (2) submittals of the cost estimate.
- E. Once a technically preferred alternative has been selected by the County the Engineer shall perform a detailed level-of-service (LOS) analysis using Highway Capacity Software (HCS) for the project using the design year traffic provided by the North Central Texas Council of Governments (NCTCOG). The LOS analysis will be provided for the design year only. A summary memo with traffic line diagrams will be prepared documenting the LOS results for up to two (2) submittals.

Summary of Deliverables for each submittal:

- Two (2) hard copies and one (1) electronic PDF of the environmental constraints map
- Five (5) hard copies and one (1) electronic PDF of the design criteria table
- Two (2) hard copies and one (1) electronic PDF of the conceptual alternative layouts
- Five (5) hard copies and one (1) electronic PDF of the alternative analysis matrix
- Five (5) hard copies and one (1) electronic PDF of the cost estimate
- Two (2) hard copies and one (1) electronic PDF of the LOS memo

Agreement No. 2013-426

EXHIBIT "B"

COMPLETION SCHEDULE

See attached

Agreement No. 2013-426

EXHIBIT "C"

PAYMENT SCHEDULE

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

A derivation of the total contract fee amount is attached.

**Preliminary Engineering Study
US 75 at Collin County Outer Loop Interchange
Updated September 3, 2013**

	Project Manager \$185	Project Engineer \$160	Traffic Engineer \$150	Environmental Planner \$122	Engineer II \$93	EIT \$76	Clerical \$88	Total
I. Project Management								
A. General Mgmt/Administration								
1. General project management and administration (6 months)	30						12	42
B. Prepare and update schedules								
1. Prepare and update project schedule	3	12						15
C. Attend up to (3) Meetings								
1. Preparation	9	12						21
2. Facilitate/Attend	12	12			8	4		36
3. Prepare Meeting Notes	3	6						9
D. Quality Control/Quality Assurance								
1. QA/QC	15	20						35
II. Data Assembly and Review								
A. Obtain current aerials and GIS layers from the County								
1. Review current aerials, County GIS layers, and incorporate into base mapping		4		4	6	10		24
2. Prepare updated Environmental Constraints Map	2	2		20				24
B. Obtain Approved TXDOT Schematic files and incorporate into base mapping								
1. Review TXDOT files and incorporate into compiled DTM	4	16			20	15		55
III. Alignment Studies								
A. Develop Design Criteria	2	4			4			10
B. Develop Up to two (2) conceptual interchange alternatives	20	50			160	125		355
C. Develop Alternative Analysis Matrix	2	8		5	16	12		43
D. Develop Cost Estimate of Technically Preferred Alternative	4				8	16		28
E. Develop LOS Analysis and Memo for the Technically Preferred Alternative	10	5	60		10	15		100
Total Hours	116	151	60	29	232	197	12	797
Labor	\$21,460.00	\$24,160.00	\$9,000.00	\$3,538.00	\$21,576.00	\$14,972.00	\$1,056.00	\$95,762.00
Total Labor Expenses	\$95,762.00							\$4,219.00
TOTAL FEE								\$99,981.00

Expenses	Quantity	Unit	Unit Cost	Total
Travel	600	mi	\$0.565	\$339.00
8.5 x11 (B/W)	500	EA	\$0.04	\$20.00
11x17 (B/W)	500	EA	\$0.09	\$45.00
8.5x11 (Color)	500	EA	\$0.38	\$190.00
11x17 (Color)	500	EA	\$0.75	\$375.00
Color Plotting	2500	SF	\$1.30	\$3,250.00
Total Expenses				\$4,219.00

- Notes:**
- Does not include X-Sections
 - Base mapping combined from existing TXDOT, NCTCOG, and Collin County data
 - NCTCOG to provide traffic volumes
 - Does not provide profiles
 - Does not provide drainage analysis
 - Does not provide Traffic Control Phasing Plan

EXHIBIT “D”

INFORMATION TO BE PROVIDED BY THE CCTRA

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

EXHIBIT "E"

INSURANCE REQUIREMENTS

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

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

1.2 Workers Compensation insurance at statutory limits, including employers liability coverage at \$500,000.00. 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 \$1,000,000 combined single limits per accident for bodily injury and property damage, including owned, non-owned, and hired vehicle coverage.

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

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

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

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

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

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

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

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

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

- 4.1 A financial rating of B+VII or better as assigned by the BEST Rating Company or equivalent.
- 5.0 Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:
 - 5.1 Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
 - 5.2 Sets forth the notice of cancellation or termination to the Collin County Toll Road Authority.

EXHIBIT "F"

AFFIDAVIT OF REGULATION OF CONFLICTS OF INTEREST

The undersigned declares and affirms that during the term of this contract they will maintain compliance as 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 conflict of interest at any time during the term of this contract will render the contract voidable.

Name of Engineer: STEPHEN KNOSSE

Title of Officer: VICE PRESIDENT

Signature of Officer: 

Date: 12 - 13 - 13

ACKNOWLEDGMENT

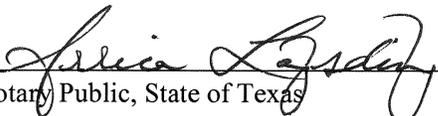
STATE OF TEXAS }

 }

COUNTY OF COLLIN }

BEFORE ME, on this day personally appeared STEPHEN KNOSSE, known to me (or proved to me on the oath of _____ or through DRIVERS LICENSE (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 13 day of DECEMBER, 2013.


 Notary Public, State of Texas

ARICA LAGSDINGER
 Printed Name

My Commission expires on the 9 day of AUGUST, 2017.