

EXHIBIT "A"

County Road 317 at Wilson Creek SCOPE OF ENGINEERING SERVICES

I. Preliminary Alignment and Design

A. Topographic Survey

1. Topographical survey shall include a detailed on the ground route survey of 550 linear feet of CR 317 including all information necessary to establish the road alignment, bridge location, drainage needs and right-of-way limits. Cross sections along the roadway shall be taken every 25 feet and extend 50 feet in each direction from the centerline of the roadway.
2. Cross section the creek channel at a minimum of 500 feet upstream and 500 feet downstream of the bridge crossing. Cross section locations shall include the faces of the existing bridge, 10 and 100 feet upstream and downstream of the existing bridge face, and at 200-foot intervals thereafter. At a minimum, the flow line, toe of slope, edge of existing water, top of bank and ground shots up to 25 feet beyond top of bank shall be surveyed.
3. Locate and identify existing utilities (both overhead and underground). The location of utilities within the right-of-way will be determined as evidenced by on-site observation, markings on the ground requested from and provided by local utility providers or records provided by the client or local utility provider. The physical location of underground utilities will not be determined by probing, excavating or other means.
4. Existing easements, driveways, culverts, ditches, gates, fences, water valves, manholes, and other improvements should be located. Trees 8 inches in diameter or larger and situated within 50 feet of the edge of roadway pavement will be tagged and located.
5. Deed research, property location and ownership designation of each adjoining property to the above route shall be performed.
6. The site right-of way verification will consist of locating roadway monuments, the front property lot corners along County Road 317 and other forms of roadway limits for reference use and for use in establishing the alignment of the roadway (not a certified boundary survey).
7. Provide a minimum of two (2) permanent benchmarks (vertical) and two (2) control points (horizontal). Benchmarks shall not be set in telephone poles or trees located within the project limits.

8. Prior to construction, but within 18 months of establishment of project control, re-identify with flagging all site control and right-of-way monuments.

B. Right-of-Way Exhibits (4)

1. Provide up to four (4) Right-of-Way acquisition documents (if needed) for the above referenced site. This shall consist of the following:
 - a. Recovery of sufficient information of parent tract and adjacent tracts to properly delineate limits of property ownership
 - b. Basic research to identify ownership of all parent and adjacent tracts
 - c. Establishment of monuments at all right-of-way acquisition corners
 - d. Exhibit (graphic representation) of proposed right-of-way acquisition on 8.5" x 11" paper
 - e. Metes and Bounds description

C. Geo-technical Services

1. Obtain necessary information to identify geological features that will affect the engineering design for this project, including the following:
 - a. Field exploration (drilling and soil sampling of two (2) exploratory sample borings, one on each side of the existing bridge/creek crossing)
 - b. Laboratory testing of samples recovered
 - c. Engineering analysis and geotechnical recommendations
2. Provide traffic control for lane closure service

D. Flood Plain Analysis

1. Provide hydraulic modeling of existing and proposed conditions utilizing the U.S. Army Corps of Engineers HEC-RAS or HEC-2 software and current effective model.
2. Provide a summary report that demonstrates no adverse impacts to the 100-year floodplain based on the hydraulic analysis.

E. Permits - (No permits anticipated or included in scope)

F. Preliminary Plans

1. Prepare schematic bridge layout plan and profile drawings for review by the County. Drawings should include stationing, horizontal and vertical geometric alignment data, the location of existing easements, improvements and the proposed right-of-way limits.

G. Construction Cost Estimate

1. Provide preliminary construction cost estimate.

H. Preliminary Submittal

1. Submit two (2) sets of preliminary plans (11" X 17") and outline specifications for review and comment.

II. Final Plans, Specifications, and Estimates

A. Final Plans

1. Submit three (3) sets of final plans (11" X 17") and specifications for review. Plans should include, but are not limited to, the following:
 - a. Cover Sheet
 - b. General Notes
 - c. Boring Log
 - d. Survey Control Plan
 - e. Bridge Approach Grading Plans
 - f. Bridge Layout Plans and Detail Drawings
 - c. Storm Water Pollution Prevention Plan
 - d. Erosion Control Plan
 - e. Traffic Control Plan

B. Specifications

1. Prepare contract documents based on boiler plate provided by County and specifications based on *Texas Department of Transportation, 2004 Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges*.

C. Construction Cost Estimate

1. Prepare final cost estimate

III. Bid Phase

A. Bidding

1. Provide bid documents, specifications and plans to contractors for bidding.
2. Provide PDF version of bid documents, specifications and plans to County for use in uploading to BidSync and/or County website.
3. Maintain a list of plan holders including name, address, phone number, fax number and e-mail address (if available).
4. Furnish bid documents, specifications and plans for up to four (4) plan review rooms.
5. Prepare and distribute addenda to bid documents as necessary.
6. Attend pre-bid conference.
7. Evaluate bids and provide contractor recommendation letter.

IV. Construction Phase

A. Construction

1. Attend pre-construction meeting
2. Respond to RFI's.
3. Review material test reports.
4. Review shop drawings.
5. Perform specific inspections at major stages of construction and periodic inspections for general observations to ensure that construction conforms to

the project specifications and plans.

6. Provide status reports as necessary.
7. Prepare change orders.
8. Conduct final walk-thru with County representative.
9. Submit "as built" drawings to:

TxDOT
P.O. Box 133067
Dallas, Texas 75313
Attn: TBD
(214) 320-4423

EXHIBIT "B"

PROJECT SCHEDULE

Services shall be completed per the following project development schedule.

ITEM	DAYS	2014								'15
		JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	
SURVEY	30									
WETLANDS DELINEATION	30									
GEOTECHNICAL INVESTIGATION	30									
HYDRAULIC ANALYSIS	50									
PRELIMINARY BRIDGE PLANS	75									
ROW AND EASEMENT DOCUMENTS/ACQUISITION	75									
UTILITY RELOCATION COORDINATION	105									
FINAL DESIGN	30									
PROJECT BID	1								♦	
PROJECT AWARD FOR CONSTRUCTION	1									♦

NOTES:

1. SCHEDULE ASSUMES START DATE OF JUNE 1, 2014. SCHEDULE WILL BE ADJUSTED PER ACTUAL START DATE DICTATED BY COUNTY. OVERALL LENGTH OF PROJECT WILL NOT CHANGE.
2. SCHEDULE IS APPROXIMATE AND BASED ON A SEVEN (7) MONTH SCHEDULE. SCHEDULE MAY BE ADJUSTED PURSUANT TO COUNTY REQUIREMENTS.
3. SCHEDULE ASSUMES NO U.S. ARMY CORPS OF ENGINEERS 404 PERMITTING REQUIRED.

EXHIBIT "C"

CR 317 at Wilson Creek

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:

<u>BASIC SERVICES</u>	<u>LUMP SUM FEE</u>	<u>SUBTOTAL</u>
Preliminary Design	\$35,000	
Final Design	\$16,000	
Bid Phase	\$3,500	
Construction Phase	\$7,500	
Basic Services Total		\$62,000
<u>SPECIAL SERVICES</u>		
Geotech Services	\$7,500	
Survey Services		
Design Survey	\$8,500	
ROW Exhibits 4 @ \$1,400 (if needed)	\$5,600	
 Special Services Total		 \$21,600
<u>Expenses</u>		<u>\$3,000</u>
 Grand Total		 \$86,600

ITEMS CONSIDERED AS ADDITIONAL SERVICES

1. Alignment Modification of CR 317
2. Wetlands Delineation and 404 Permit Application
3. Conversion of Plans from AutoCAD to Microstation
4. Roadway Plans
5. Re-establishment of Survey Site Control beyond 18 Months from Establishment
6. CLOMR/LOMR

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. County contour maps in electronic file format
2. Construction daily inspection
3. Construction contract administration
4. Floodplain models
5. Access to private property for the purpose of design surveys, geotech services and delineation.

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 _____

Title of Officer _____

Signature of Officer _____

Date: _____

ACKNOWLEDGMENT

STATE OF TEXAS }

COUNTY OF COLLIN }

BEFORE ME, on this day personally appeared Richard A. Arvizu, P.E., CFM, 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 _____ 2014.

Notary, Public, State of Texas

Printed Name

My Commission expires on the _____ day of _____.