

PROFESSIONAL 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, ALLIANCE GEOTECHNICAL GROUP, a Texas Corporation, hereinafter referred to as "Firm", to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the County desires to engage the services of the Firm to perform related engineering services in connection with Geotechnical and Material Testing Services for Roads and Buildings in Collin County, hereinafter referred to as the "Project"; and

WHEREAS, the Firm 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. Retention of the Firm

The County hereby agrees to retain the Firm to perform professional engineering services in connection with the Project; Firm 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 Firm 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 Firm will serve as the County's professional engineering representative under this Agreement, providing professional engineering, consultation, advice and furnishing customary services incidental thereto. The Firm 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 Firm 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 Firm shall also advise the County concerning the results of same. Such survey, test, and investigations shall be furnished to the County.

14 OCT 16 AM 10:27

RECEIVED
PURCHASING AGENT

mat

2.4 The presence or duties of the Firm's personnel at a construction site, whether as on-site representatives or otherwise, do not make the Firm 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 Firm 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 Firm will make periodic recommendations for periodic construction progress payments to the construction contractor. Recommendations by the Firm to the County for periodic construction progress payments to the construction contractor will be based on the Firm'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 Firm agrees, if required by project, to provide a complete and coordinated set of drawings and specifications for the construction of the Project, if required by 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 Firm 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 Firm, if required by the project, 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 Firm 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. Firm 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 Firm 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 Firm 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 Firm's control, or delay authorized by the County pending arbitration, or by other causes which the County and Firm 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 Firm's sole remedy for any delays or suspension shall be any extension of time. The County shall not be independently liable to the Firm 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 Firm shall be compensated for all services provided pursuant to this Agreement in the amount and manner described and set forth in the Fee Schedule attached hereto as Exhibit "C" and thereby made a part of this Agreement. Firm 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. Firm further agrees to the following terms prior to payment being due by County:

A. Invoice and Payment

- (1) The Firm shall provide the County sufficient documentation to reasonably substantiate the invoices.
- (2) The Firm 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 Firm, prior to the Firm'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 Firm as required for the Firm's performance of its services. The Firm 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 Firm to acquaint itself with the available information will not relieve the Firm 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 Firm.

VI. Progress Meetings

In addition to providing the monthly progress reports as required under Paragraph IV herein above, Firm 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 Firm 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

Firm 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 Firm 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 Firm's breach of any of the terms or provisions of this Agreement, or by any other negligent act, error or omission of the Firm, its agents, servants, employees, subcontractors, licensees, invitees, or any other persons or entities for whose acts the Firm is legally liable.

8.2 In claims against any person or entity indemnified under this Section 8.1 by an employee of the Firm, anyone directly or indirectly employed by the Firm or anyone for whose acts the Firm 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 Firm under workers' compensation acts, disability benefit acts or other employee benefit acts.

IX. Independent Contractor

In the performance of services hereunder, the Firm 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 Firm 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 Firm 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 Firm from its full obligations to the County as provided by this Agreement.

XI. Audits and Records/Conflict of Interest

11.1 The Firm agrees that at any time during normal business hours, and as often as County may deem necessary, Firm 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 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 Firm 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 Firm shall execute the Affidavit shown in Exhibit "F". Firm 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 Firm acknowledges to the County that it has made full disclosure in writing of any existing prohibited interest or potential prohibitive 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 Firm. In the event of such termination without cause, Firm shall deliver to County all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Firm in connection with this Agreement. Firm 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, Firm 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. Ownership of Documents

Original drawings and specifications (Instruments of Service) created by Firm are the property of the Firm; however, the Project is the property of the County, and Firm 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 Firm, Firm will revise drawings to reflect significant changes made during construction as per the marked-up prints, drawings, and other data furnished to the Firm by or through the County or Contractor. Firm 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 Firm'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 Firm to be complete and accurate. As such, Firm 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 Firm shall not be liable for the use of such drawings for any project other than the Project described herein.

XIV. Complete Contract

14.1 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 Firm.

14.2 Warranties contained in this Agreement are in addition to and not in lieu of, any and all other liability imposed upon the Firm by law with respect to the Firm's duties, obligations, and performance hereunder. The Firm'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 Firm acknowledges that the County is relying upon the Firm's skill and experience in performing the services pursuant to this Agreement.

XVI. Mailing of Notices

Unless instructed otherwise in writing, Firm 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:

Collin County Purchasing Department
Matt Dobecka, CPPO, CPPB
2300 Bloomdale, Suite 3160
McKinney, TX 75071

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

Alliance Geotechnical Group
Robert Nance, President
7970 West Main Street
Frisco, TX 75033

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.

XVI. 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 Firm, 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 Firm.

H. Observe and Comply

Firm 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. Firm 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: 11/10/14

COLLIN COUNTY, TEXAS
By: *Michalyn Rains*
Michalyn Rains, CPPO, CPPB
Purchasing Agent
Court Order No. 2014-800-11-10

Date: 10/8/14

Alliance Geotechnical Group, Inc
By: *[Signature]*
Title: *President*

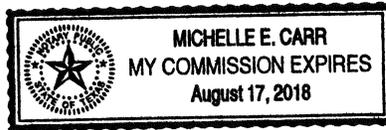
ACKNOWLEDGMENT

STATE OF TEXAS }
COUNTY OF Dallas }

BEFORE ME, Michelle Carr on this day personally appeared Robert P. Nance of Alliance Geotechnical Group, a Texas Corporation, known to me (or proved to me on the oath of Robert P. Nance) 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 8th day of October, 2014.

Michelle E. Carr
Notary Public, State of Texas



Michelle E. Carr
Printed Name

My Commission expires on the 17th day of August, 2018.

STATE OF TEXAS }
COUNTY OF COLLIN }

BEFORE ME, Sherrie LaFollett on this day personally appeared Michalyn Rains, CPPO, CPPB, 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 10 day of November, 2014.

Sherrie LaFollett
Notary Public, State of Texas

Sherrie LaFollett
Printed Name

My Commission expires on the 5 day of March, 2016.

EXHIBIT "A"

SCOPE OF SERVICES

- 1.0 Collin County will need various amounts and types of construction materials testing (laboratory and field) and quality control inspections to include, but not limited to the following categories:
 - 1.1 Soils:
 - 1.1.1 Atteberg limits
 - 1.1.2 Proctors
 - 1.1.3 Moisture-Density Relationships
 - 1.1.4 Lime series
 - 1.1.5 Gradations
 - 1.1.6 On-site inspections
 - 1.2 Subgrade, Preparations, Base Material, Test & Inspections:
 - 1.2.1 Material Acceptance Test
 - 1.2.2 Moisture- Density Relationship
 - 1.2.3 Field Density Test
 - 1.2.4 On-site Inspections
 - 1.3 Concrete:
 - 1.3.1 Material Acceptance Test
 - 1.3.2 Mix designs & conformations
 - 1.3.3 Field testing
 - 1.3.4 Sampling for slump
 - 1.3.5 Air entrainment
 - 1.3.6 Unit weight
 - 1.3.7 Compressive strengths
 - 1.3.8 Flexural strengths
 - 1.3.9 Cores
 - 1.4 Nondestructive Testing (Upon Request Only):
 - 1.4.1 Shop-Penetrant
 - 1.4.2 Field-Ultrasonic and Penetrant
 - 1.5 Other Test & Inspections:
 - 1.5.1 Drilled Pier Inspection
 - 1.6 The above listing must not be taken as all inclusive regarding test and procedures. Additional information or tests beneficial to the project should be noted in the information submittal. The final and actual specification sections and work may vary.

EXHIBIT "B"

COMPLETION SCHEDULE

The term of this contract shall be October 1, 2014 and continuing through and including September 30, 2015 with the option for two (2) one (1) year renewals.

Project Schedule will be determined by each individual project.

2014-264

EXHIBIT "C"

PAYMENT SCHEDULE

Invoices will be transmitted to the County on a monthly basis based on a percentage of work completed at that time. The Fee Schedule for Services is shown on the next page.

GENERAL FEE SCHEDULE

<u>CONSTRUCTION TESTING SERVICES</u>	<u>Unit Price</u>
<u>Earthwork Services</u>	
Moisture/Density Relations (ASTM D698)	\$ 165.00 Each
Moisture/Density Relations (ASTM D1557)	185.00 Each
Moisture/Density Relations (TEX 113-E)	225.00 Each
Moisture/Density Relations (TEX 114-E)	185.00 Each
Relative Density (ASTM 4253)	225.00 Each
Triaxial Compression for Disturbed Soils and Base Materials (TEX 117-E)	1450.00 Each
Atterberg Limits	55.00 Each
Lime Series Determination (5 point method)(PI Method)	275.00 Each
Lime Series, Ph Method	150.00 each
Soluble Sulfate Test for Paving Subgrade (TxDOT Method)	105.00 Each
Lime Gradations (Min. 3/trip)	15.00 Each
Lime Depth (Min. 3/trip)	15.00 Each
Lime PI Verification	55.00 Each
Free Swell Testing	85.00 Each
Percent Passing a #200.00 Sieve	40.00 Each
Field Sieve Analysis	15.00 Each
Nuclear Gauge Usage Fee (Full Time Technician) (No charge for Ind. Test)	75.00 Day
In-Place Density Test* (ASTM D-6938) (Min. 3/trip)	35.00 Each
Aggregate Gradation	75.00 Each
<u>Cast-In-Place Concrete Services</u>	
Concrete Mix Design Review (as needed)	\$ 150.00 Each
Concrete Test Cylinders (4 Cylinders per set)	18.00 Each
Flexural Strength	40.00 Each
<u>Masonry Inspection and Testing</u>	
Non-Shrink Grout Compression Test Cylinder (6 per set)	\$ 18.00 Each
Mortar Test Cubes (6-Samples per set)	18.00 Each
Masonry Prisms for each Masonry Type (4 Prisms per set)	105.00 Each
<u>Asphalt Services</u>	
Extraction and Gradation (By Ignition Oven)	\$ 175.00 Each
Molding & Stability (3 Specimens/test)	315.00 Set
Theoretical Maximum Specific Gravity	85.00 Each
Nuclear Gauge Usage Fee (Full Time Technician) (No Charge for Ind. Test)	75.00 Day
Core Density Test (Does Not Include Coring Labor)	45.00 Each
Hamburg Wheel Track	\$500.00 Each

Coring Services

2.0" Core (vertical) per inch plus technician time in field	\$ 8.50 Inch
4.0" Core (Vertical) per inch plus technician time in field	12.50 Inch
6.0" Core (Vertical) per inch plus technician time in field	15.50 Inch
4.0" Core (Horizontal) per inch plus scaffolding cost plus technician time in field	17.50 Inch
6.0" Core (Horizontal) per inch plus scaffolding cost plus technician time in field	19.50 Inch
Compressive Strength test (Concrete Cores)	30.00 Inch

MISCELLANEOUS LABORATORY TESTS

Specific Gravity of Coarse and Fine Aggregate	\$90.00 Each
Unit Weight Determination of Aggregates	15.00 Each
Sand Equivalent Test	95.00 Each
L.A. Abrasion	195.00 Each
Sulfate Soundness of Aggregates	285.00 Each
TxDOT Wet Ball Mill of Flexible Base	195.00 Each
Lime Specimen Compression Test (3 min per set)	45.00 each

ADDITIONAL SERVICES

High Speed Roadway Surface Profiling Mobilization	\$100.00 Hour
High Speed Roadway Surface Profiling	\$200.00 Hour
Concrete Batch Plant Inspection Services	\$55.00 Hour
Reinforced Concrete Inspection Services	\$55.00 Hour
Concrete Pipe for Storm Drainage Inspection Services	\$75.00 Hour
Subgrade Preparation Services	\$55.00 Hour
Asphaltic Concrete Inspection Services	\$55.00 Hour
Ductile Iron or PVC Pipe for Water or Wastewater Line inspection services	\$75.00 Hour

Personnel and Vehicle Services

Senior Principal	\$ 165.00 Hour
Principal	125.00 Hour
Senior Project Manager	90.00 Hour
Geotechnical Project Manager	90.00 Hour
Project Manager	75.00 Hour
ACI Certified Technician to perform concrete field testing	49.00 Hour
Nuclear Gauge Certified Technician to perform soils density testing	49.00 Hour
Senior Engineering Technician to perform reinforcing steel, density testing, or drilled pier observations	49.00 Hour
Senior Engineering Technician to perform concrete reinforcing steel, field density testing, or drilled pier observations	49.00 Hour
Pier Observations	49.00 Hour
Structural Steel Bolted Connection Inspections (Min. 5 hours)	70.00 Hour
Visual Inspection of Structural Steel by CWI (Min. 5 hours/trip)	70.00 Hour
Non-Destructive Structural Steel Testing by CWI (min 6 hours/trip)	75.50 Hour
Clerical (As Needed)	50.00 Hour
Vehicle Charge (Per Trip)	35.00 Trip
Vehicle Charge (Full Day)	70.00 Day
Travel Expense	0.55 Mile
Per Diem per Employee	125.00 Day

NOTES:

- Overtime rates of 1.5 times the regular hourly rate will be charged for hours worked Monday thru Friday, the 1st 40 hours will be charged a regular hourly rate no matter what time the work is performed and over 40 hours will be charged at 1.5 times the regular hourly rate. Service performed on Saturdays and Sundays will be billed at 1.5 times the regular hourly rate. Services performed on recognized Holidays will be billed at 2.0 times the regular hourly rate.
- All laboratory test fees are F.O.B. our laboratory; additional charge for sample pickup may apply.
- Any additional tests will be billed on a hourly rate and charged at the applicable rate, portal-to-portal.
- Additional test not specified in this proposal will be quoted upon request.
- This proposal does not include any technician stand-by, non-readiness charges, and/or trips or re-tests of the previous failing tests.
- An additional charge may be applied for structural steel Fab shop inspections outside of the DFW Metroplex. for overnight travel a per diem of \$125.00 per day will be charged.

**GEOTECHNICAL SERVICES
GENERAL FEE SCHEDULE**

<u>SERVICES</u>	<u>Unit Price</u>
<u>Drilling Services</u>	
Permitting, Safety Training	Quoted Upon Request
Clearing, Dozer Work	Quoted Upon Request
Truck Mounted Drilling Rig Mobilization	\$ 275.00 Mob
Daily Crew Travel	\$175.00/Day
ATV Buggy Rig Mobilization (Local)	\$425.00 Mob
Soil Drilling with Continuous Sampling (0 to 10')	\$ 16.00 Foot
Soil Drilling with Continuous Sampling (Over 10')	Quoted Upon Request
Soil Drilling with Intermittent Sampling (0' to 50')	\$ 13.50 Foot
Soil Drilling with Intermittent Sampling (50' to 75')	\$ 16.50 Foot
Soil Drilling with Intermittent Sampling (75' to 100')	\$ 21.00 Foot
Soil Drilling with Intermittent Sampling (Over 100')	Quoted Upon Request
Rock Coring (0' to 50')	\$ 25.00 Foot
Rock Coring (50' to 75')	\$ 27.50 Foot
Rock Coring (75' to 100')	\$ 30.00 Foot
Rock Coring (Over 100')	Quoted Upon Request
Temporary Casing or Hollow Stem Auger (In addition to above rates)	\$ 7.00 Foot
ATV Buggy Rig (Additional Footage Charges)	\$ 5.00 Foot
Pavement Penetration and Patching	\$ 125.00 Each
Standard Penetration Testing (SPT)	\$ 25.00 Each
Texas Cone Penetration Testing	\$ 30.00 Each
Minor Traffic Control (One Working Signs and Safety Cones)	\$ 150.00 Boring
Traffic Control	Quoted Upon Request
Drilling Services by the Hour	\$ 250.00 Hour
Standby	\$ 200.00 Hour
Other Drilling Services	Quoted Upon Request
<u>Personnel Services/Travel Expenses</u>	
Senior Principal Engineer	\$ 165.00 Hour
Principal Geotechnical Engineer	\$ 125.00 Hour
Geotechnical Engineer	\$ 110.00 Hour
Staff Engineer/Geologist	\$ 95.00 Hour
Senior Engineering Aide	\$ 85.00 Hour
Engineering Aide	\$ 70.00 Hour
AutoCad Tech.	\$ 55.00 Hour
Admin/Clerical	\$ 50.00 Hour
Per Diem Per Employee	\$ 125.00 Day

Laboratory Testing Services
Identification And Classification Tests:

Liquid and Plastic Limits	\$ 55.00
Percent Finer than No. 200 Sieve	\$ 40.00
Sieve Analysis	\$ 75.00
Hydrometer	\$ 100.00
Specific Gravity	\$ 90.00

Physical Tests:

Water Content and Visual Classification	\$ 7.50
Density and Water Content	\$ 17.50
Permeability	\$ 700.00
pH of Soil	\$ 25.00
Laboratory Resistivity	\$ 110.00

Lime Stabilization

Lime/Atterberg Series, 5 points	\$ 275.00
---------------------------------	-----------

Strength Tests:

Penetrometer	\$ 2.50
Torvane	\$ 7.50

Unconfined Compression

Soil	\$ 45.00
Rock (including specimen end preparation)	\$ 55.00
Stress/Strain Graph	\$ 15.00

Triaxial Strength Tests:
Unconsolidated - Undrained

Per specimen	\$ 275.00
--------------	-----------

Consolidated - Undrained

1 Sample, 3 Stages of Loading at 3 different Confining Pressures	\$ 2,150.00
3 Samples tested at Different Confining Pressures	\$ 2,750.00

Consolidated - Drained

Per specimen, silt or clay	\$ 650.00
----------------------------	-----------

Direct Shear Tests, Per Specimen

\$ 800.00

Compressibility And Swell Tests:

Consolidation Test	\$ 400.00
Free Swell Test (percent swell under applied load).	\$ 85.00
Controlled Pressure Swell Test (swell pressure and percent swell)	\$ 200.00

California Bearing Ratio (CBR) - Dynamic:

CBR, Natural Soil, (per specimen)	\$ 100.00
CBR, with Stabilization Additive, (per specimen)	\$ 135.00
Remolding of Sample	\$ 55.00

Specialized Rock Testing:

Slake Durability (2 cycles)	\$ 650.00
Splitting Tensile	\$ 90.00

Sulfate Induced Heave Potential:

Soluble Sulfate, Per Sample (TxDOT Method)	\$ 105.00
--	-----------

EXHIBIT "D"

INFORMATION TO BE PROVIDED BY THE COUNTY

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

EXHIBIT "E"

INSURANCE REQUIREMENTS

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

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

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 REGULATION OF CONFLICTS OF INTEREST

The undersigned declares and affirm 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 prohibited interest at any time during the term of this contract will render the contract voidable.

Name of Firm Alliance Geotechnical Group, INC
 Title of Officer President
 Signature of Officer [Signature]
 Date: 10/8/14

ACKNOWLEDGMENT

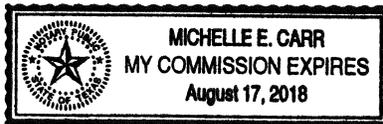
STATE OF TEXAS }
 COUNTY OF Dallas }

BEFORE ME, on this day personally appeared Robert P. Nance, known to me (or proved to me on the oath of Robert P. Nance 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 8th day of October, 2014.

[Signature]
 Notary Public, State of Texas

Michelle E. Carr
 Printed Name



My Commission expires on the 17th day of August, 2018.