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RIGHT OF WAY ACQUISITION SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between COLLIN COUNTY, TEXAS, a political subdivision of the State of Texas, hereinafter referred to as "County", and Amec Foster Wheeler Environment & Infrastructure, Inc., a Nevada company, hereinafter referred to as "Firm" to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, County desires to engage the services of the Firm to perform right-of-way acquisition services in connection with the acquisition of right-of way for the Dallas North Tollway, Collin County Outer Loop, and various other projects, hereinafter referred to as the "Project"; and

WHEREAS, Firm desires to render such right-of-way acquisition services for 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

County hereby agrees to retain the Firm to perform professional right-of-way acquisition 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

The parties agree that Firm shall perform such services as are set forth and described in Exhibit "A," which is attached hereto and thereby made a part of this Agreement. Work to be performed by Firm for each Project shall be preceded by a purchase order issued to Firm by County. The parties understand and agree that deviations or modifications to the scope of services to be provided by Firm may be authorized from time to time by the County in the form of written amendments.

III. Schedule of Services

Firm agrees to commence its services immediately upon execution of this Agreement, or as otherwise directed in writing by County, and to proceed diligently with said services to completion. 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, Firm shall, within a reasonable time of being prevented from performing, give written notice to County describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

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 Payment Schedule attached hereto as Exhibit "B" and thereby made a part of this Agreement. Firm further agrees that it will prepare and present such progress reports and itemized statements as are described in said Exhibit "C". Payment will be made in accordance with V.T.C.A., Government Code, Title 10, Subtitle F, Chapter 2251.

V. Information to be Provided by County

County agrees to furnish to Firm, prior to Firm's commencement of its services hereunder, all that information requested, set forth and described on Exhibit "C," which is attached hereto and thereby made a part of this Agreement.

VI. Meetings

In addition to providing the progress reports as required under Paragraph IV herein above, Firm agrees to attend all regularly scheduled meetings with the County and other meetings, as may be required, related to the Project and scheduled by County. Firm shall, at such meetings, outline work accomplished and any special problem(s) or delays encountered in connection with the Project during the previous reporting period, as well as planned work activities and any special problem(s) or delays anticipated for the next reporting period.

VII. Insurance

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

VIII. Indemnity

FIRM shall defend, indemnify and hold harmless Collin County and all its officials, officers, agents and employees, and all entities, their officers, agents, employees who are participating in this

contract from and against all suits, claims, actions, damages, demands or other demands, including settlements, of any character, name and description which are made, alleged or asserted against County by Firm, or arise in favor of Firm, originating from any source in connection with Firm's performance under this Agreement or any agreement which may result from the award of this Agreement. It is County and Firm's intent that FIRM defend, indemnify and hold harmless Collin County and all its officials, officers, agents and employees, and all entities, their officers, agents, employees who are participating in this contract from all the consequences of the negligence, fault, or liability of Firm, its officers, agents, employees, and/or subcontractors and/or any other person or entity which is not a County official, officer, agent or employee, including, but not limited to any injuries or damages received or sustained by any entity, person, or property.

IX. Independent Contractor

The parties hereto acknowledge and agree that 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 or employee of the County.

X. Assignment and Subletting

Firm agrees that neither this Agreement nor the services to be performed hereunder will be assigned or sublet without the prior written consent of County. 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 Firm from its full obligations to County as provided by this Agreement.

XI. Audits and Records/Prohibited Interest

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.

Firm agrees that it is aware of the prohibited interest requirements of Texas 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 "E." Firm understands and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable.

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 pursuant to this Section, 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.

XIV. Ownership of Documents

Original drawings and documents 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 documents therefor for any purpose not relating to the Project without County's prior written consent. County shall be furnished with such reproductions of drawings and documents as County may reasonably require. Any use of the Original drawings and documents for any other purpose other than the Project described herein will be at the County's sole risk and without liability or legal exposure to Firm, unless Firm specifically authorizes or agrees with such use.

XV. Complete Contract

This Agreement, including the exhibits attached hereto and numbered "A" through "E," 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.

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:

Mr. Clarence Daughtery, PE
Collin County Engineering
4690 Community Ave., Ste. 200
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:

Mr. Silverio Garza, Jr.
Amec Foster Wheeler Environment & Infrastructure, Inc
4801 Spring Valley Road, Ste. 125
Farmers Branch, TX 75244

All notices or communications required to be given in writing by one party or the other shall be considered as having been given on the date such notice or communication is sent by the sending party.

XVII. Miscellaneous

A. Paragraph Headings

The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

B. Interpret Contract Fairly

Although this Agreement is drafted by County, should any part be in dispute, the parties agree that the Agreement shall not be construed more favorable for either party.

C. Venue/Governing Law

The parties agree that the laws of the State of Texas shall govern this Agreement, and that it is performable in Collin County, Texas.

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

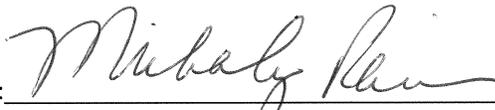
This Agreement shall be effective from and after execution by both parties hereto.

G. Term of Agreement

The term of this Agreement shall the effective date through and including September 30, 2015 with the option to renew for an additional three (3) additional one (1) year terms. No other extension shall be authorized unless granted by written agreement between the County and Firm.

WITNESS OUR HANDS AND SEALS on the date indicated below.

COLLIN COUNTY, TEXAS

By: 

Michalyn Rains, CPPO, CPPB, Purchasing Agent

Date: 6/22/15

Approved by Court Order No. 2015-300-06-08

AMEC FOSTER WHEELER ENVIRONMENT & INFRASTRUCTURE INC.

By: 

Title: Vice President

Date: June 17, 2015

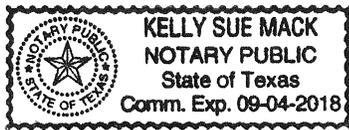
ACKNOWLEDGMENT

STATE OF TEXAS }

COUNTY OF Travis }

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 17th day of June, 2015.



Kelly Sue Mack

Notary Public, State of Texas

Kelly Sue Mack

Printed Name

My Commission expires on the 4th day of Sept., 2018.

STATE OF TEXAS }

COUNTY OF COLLIN }

BEFORE ME, Sherrie LaFollett on this day personally appeared Michalyn Rains, 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 22 day of June, 2015.

Sherrie LaFollett

Notary Public, State of Texas

Sherrie LaFollett

Printed Name

My Commission expires on the 5 day of March, 2016

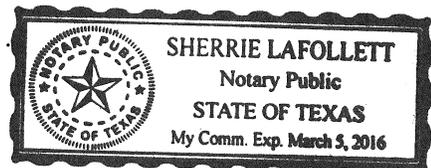


EXHIBIT "A"

SCOPE OF SERVICES

All services performed by Amec Foster Wheeler Environment & Infrastructure, Inc. in association with the acquisition of right-of-way services shall be performed per RFP 2015-033, Professional Services, Right-of-Way Acquisition Services.

EXHIBIT "B"

PAYMENT SCHEDULE

Invoices will be transmitted to the County on a monthly basis based on a percentage of completion up to that time.

Amec Foster Wheeler Environment & Infrastructure, Inc. agrees to perform right-of-way acquisition services per the fee schedule included in their proposal. Any additional services required by the County shall be paid in accordance with the fee schedule included with their proposal. Any additional services shall be approved by the County prior to commencing work.

EXHIBIT "C"

INFORMATION TO BE FURNISHED BY THE COUNTY

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

EXHIBIT "D"

INSURANCE REQUIREMENTS

1.0 Before commencing work, the vendor shall be required, at its own expense, to obtain insurance in the amounts and as described below. Further before commencing work, vendor shall furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s) indicating the coverage obtained. This coverage shall remain in force throughout the term of this Agreement.

1.1 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 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, the contractor must meet each stipulation below as required by the Texas Department of Insurance, Division of Workers' Compensation; (Note: If there are any questions concerning these requirements, vendor is instructed to contact the DWC at (512)440-3789).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.0 The required limits may be satisfied by any combination of primary, excess or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella

is following form. The vendor may maintain reasonable and customary deductibles, subject to approval by Collin County.

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

3.1 A waiver of subrogation in favor of Collin County, its officials, employees, volunteers and officers shall be contained 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 the effect that Collin County will receive at least thirty (30) days notice prior to cancellation, non-renewal or termination of the policy.

3.4 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+VI 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 All endorsements and insurance coverages are in accordance with the requirements and instructions contained herein.

5.2 Any notice of cancellation or termination shall be delivered to Collin County in accordance with the requirements and instructions contained herein.

EXHIBIT "E"

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.

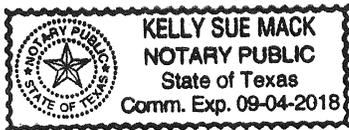
Name of Firm: Amec Foster Wheeler Environment & Infrastructure, Inc
Title of Officer: Vice President
Signature of Officer: [Signature]
Date: June 17, 2015

ACKNOWLEDGMENT

STATE OF TEXAS }
COUNTY OF Travis }

BEFORE ME, on this day personally appeared Jam Watson, 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 17th day of June, 2015.



[Signature]
Notary Public, State of Texas
Kelly Sue Mack
Printed Name

My Commission expires on the 4th day of Sept., 2018.

