

## **ENGINEERING 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, LAMB-STAR ENGINEERING, L.P. a TEXAS Limited Partnership, hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

### **WITNESSETH:**

**WHEREAS**, the County desires to engage the services of the Engineer to update the County Subdivision and Floodplain Regulations, Drainage Design Manual and County Road Policy, and to perform other related services in Collin County, hereinafter referred to as the "Project"; and

**WHEREAS**, the Engineer 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:

#### **1. Retention of the Engineer**

The County hereby agrees to retain the Engineer to perform general civil engineering consulting 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 County. The parties understand and agree that deviations or modifications in the form of written contract amendments may be authorized from time to time by the County.

2.2 The Engineer will serve as the County's professional engineering representative under this Agreement, providing professional engineering, consultation, advice and furnishing customary services incidental thereto.

2.3 The preparation of plans and specifications for new roadways or drainage structures is not included in the scope of this contract.

#### **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 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. 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 County describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

3.2 The County shall not be independently liable to the Engineer 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 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 "B" and thereby made a part of this Agreement. Engineer further agrees that it will prepare and present such progress reports and itemized statements as are described in said Exhibit "B". 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 County:

##### **A. Invoice and Payment**

- (1) The Engineer shall provide the County 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 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 Engineer, prior to the Engineer's commencement of its services, all that information set forth and described on Exhibit "C", which is attached hereto and thereby made a part of this Agreement.

5.2 The County 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 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 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 Engineer.

#### **VI. Progress Meetings**

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

Engineer agrees to attend all 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.

#### **VII. Insurance**

Engineer 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**

Engineer agrees to indemnify the County to the fullest extent allowed by section 271.904 of the Texas Local Government Code, including payment of the County's reasonable attorneys' fees to the extent such is allowed under 271.904(b).

#### **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 County.

#### **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 County. 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 County as provided by this Agreement.

#### **XI. Audits and Records/Prohibited Interest**

11.1 The Engineer agrees that at any time during normal business hours, and as often as County may deem necessary, Engineer 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 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 County 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 County 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 County 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 County 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 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, Engineer 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. 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 County, and Engineer 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 Engineer, Engineer will revise drawings to reflect significant changes made during construction as per the marked-up prints, drawings, and other data furnished to the Engineer by or through the County or Contractor. Engineer 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 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. The aforementioned revisions will be based upon information supplied by the County's construction contractor and will be assumed by Engineer to be complete and accurate. As such, Engineer 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 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 "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, signed by the County 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 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 Engineer acknowledges that the County 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 County permitted or required under this Agreement shall be addressed to the County at the following address:

Collin County Engineering  
4690 Community Ave.  
Suite 200  
McKinney, TX 75071

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

Lamb-Star Engineering, L.P.  
5700 W. Plano Parkway  
Suite 1000  
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 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 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 the contract shall be a period of one year commencing on the date of award and continuing through project completion.

**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 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.

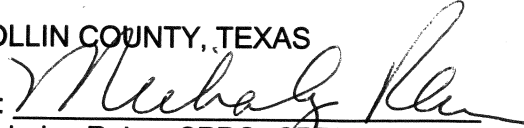
**I. Expenses for Enforcement**

In the event either Party hereto is required to employ an attorney to enforce the provisions of this Agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing Party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.

**WITNESS OUR HANDS AND SEALS** on the date indicated below.

Date: 2/26/18

COLLIN COUNTY, TEXAS

By: 

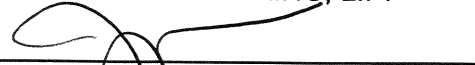
Michalyn Rains, CPPO, CPPB

Purchasing Agent

Court Order No. 2018-110-02-12

Date: 2/20/18

LAMB-STAR ENGINEERING, L.P.

By: 

Print: Jit Van Hoay

Title: Sr. Project Manager

ACKNOWLEDGMENT

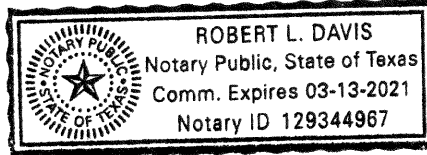
STATE OF TEXAS }

COUNTY OF COLLIN }

BEFORE ME, ROBERT DAVIS on this day personally appeared JILL VANHOEWYK of LAB-STAR ENGINEERING, LP, a TEXAS Limited Partnership, known to me (or proved to me on the oath of \_\_\_\_\_ or through Texas 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 limited partnership, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 20th day of FEBRUARY, 2018.

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



ROBERT DAVIS  
Printed Name

My Commission expires on the 13th day of MARCH, 2018.

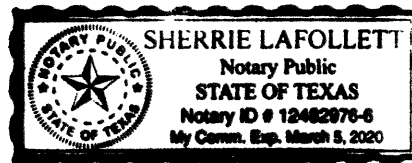
STATE OF TEXAS }

COUNTY OF COLLIN }

BEFORE ME, Sherric 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 26 day of February, 2018.

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



Sherric LaFollett  
Printed Name

My Commission expires on the 5 day of March, 2020.

AGR 2018-152

**EXHIBIT "A"**

**SCOPE OF ENGINEERING SERVICES**





LAMB-STAR

January 17, 2018

Ms. Tracy Homfeld  
Collin County  
Email: thomfeld@co.collin.tx.us  
Phone: 972-548-3733

Re: Collin County Permitting Documents

Ms. Homfeld:

Lamb-Star Engineering is pleased to provide Collin County with this Fee Proposal for Development of Permitting Documents for the above referenced project.

#### **Project Description**

Prepare documentation for use by Collin County that can be used for permitting within County and ETJ limits (extraterritorial jurisdiction). It is understood that the Consultant is not being asked to change the permitting process but is to provide guidance for engineering review within the current process.

#### **Deliverables**

1. Generate Development Process or Flow Chart
  - a. Flow chart for staff and developers as to what needs to be submitted as part of the review and approval process.
2. Updated Floodplain Regulations
  - a. Needs to meet minimum NFIP (National Flood Insurance Program); County will submit to FEMA (Federal Emergency Management Agency) for review
  - b. Requirements for CLOMR, LOMR (Conditional/Letter of Map Revision)
  - c. Design/permitting/procedural requirement "triggers" based on project size and/or type
  - d. Other items to be included: base flood determination, criteria for requiring elevation certificates for structures built in floodplain, water proofing requirements (if any)
  - e. Checklist for reviewers
3. Updated Subdivision Regulations
  - a. Reference (new) Drainage Design Manual (#4 below)
  - b. Guidelines for construction set, plat, approval process based on project size and type
  - c. Incorporate procedures for "minor plats or replats" – ie, adding/vacating easements, adjusting setback lines, etc.
  - d. When to require off-site easements
  - e. Define maintenance responsibilities for easements
  - f. Define Administrative Review Process for Land Development projects
  - g. Get input from Fire Marshal and other departments
  - h. Checklist for reviewers
  - i. Needs to address public vs private infrastructure (constructed to the same standards, but the difference is who is responsible for maintaining it in the future)
  - j. Will reference Road Policy (new document)
4. Develop Drainage Design Manual (including standards)
  - a. Prepare concise drainage manual for public and private development projects. Criteria will include:
    - i. Policy- how to handle drainage design for Commercial Development within each ETJ and unincorporated areas, protection of downstream properties, etc. Policy would list owner/developer plan requirements for commercial development; define what



- a commercial development is; describe grading requirements; define how to evaluate downstream conditions so that adjacent properties are not negatively impacted by concentrated flow from upstream development; include discussion regarding offsite easements as well as detention requirements. Subdivision projects are handled by cities.
  - ii. Hydrology - approved methods and storm frequency criteria for different project types
  - iii. Hydraulics – controlling criteria for ditches, bridges, culverts, etc.
  - iv. Detention – triggers for when detention is required (vs. obtaining a drainage easement) and criteria for design
  - v. Drainage standards
  - b. This is not intended to be an engineering design manual. Technical guidance – TxDOT (Texas Department of Transportation) reference manuals, iSWM (Integrated Stormwater Management), etc.- will be incorporated by reference.
5. Development Plan Review Checklist (Subdivision and Commercial Development) for reviewer and applicant. Purpose is to provide a consistent review process with proper documentation that can be distributed to potential applicants/developers.
- a. Predevelopment meeting requirement
  - b. Site/Paving Plan
  - c. Plats
  - d. Grading Plan
  - e. Drainage Plan
  - f. Utility Plan
  - g. Erosion control (not SW3P)
  - h. Criteria as to when a site plan review process is needed
  - i. Checklist for reviewers (should incorporate review requirements for Commercial Development projects and land development (generally small residential projects))
6. Update Road Policy
- a. Design
    - i. Design Criteria (horizontal, vertical, clear zone; refer to TxDOT standards)
    - ii. Roadway typical sections
    - iii. Pavement design requirements
    - iv. Standards
  - b. Construction
    - i. Materials requirements
      - 1. Which standards to meet – TxDOT 2014? NCTCOG (North Central Texas Council of Governments)?
      - 2. Audits
      - 3. Reporting
    - ii. Inspection requirements
      - 1. Pavement
      - 2. Stormwater
      - 3. Grading
    - iii. Checklist for inspectors
  - c. Maintenance
    - i. Responsibility
      - 1. Pavement
      - 2. Stormwater
      - 3. Easements
    - ii. Requirements



## Tasks

### 7. Meetings and Project Management

- a. Consultant to attend up to eight meetings with County (minimum of one for project kickoff and one at each step of the process shown above)
- b. Consultant to facilitate meeting with Stakeholder's (County officials) to review document
- c. Attend Commissioners Court once to present Subdivision Regulations and Flood Plain regulations
- d. Provide monthly progress reports with invoice

### 8. Data Gathering and Research

- a. Consultant will understand existing Collin County Storm Water Management Program, Flood Damage Prevention Regulations, and Subdivision Regulations.
- b. Consultant will meet with Collin County to discuss needs for this document.
- c. Consultant will identify state and federal program requirements.
- d. Consultant will gather existing drainage guidance/developer permitting process information from cities and iSWM and counties. (i.e. Tarrant County, Denton, McClennan, Tom Green, City of Fort Worth, Waco).
- e. Identify what governing document was used in the past. (County to provide)
- f. Target audience: developers, consultants, County personnel

### 9. Document Preparation (*Regulations and checklist*)

- a. County/Consultant to meet and review document (*Regulations and checklist*). (Consultant to send to County in advance)
- b. Consultant to update outline of document (*Regulations and checklist*) based on County's comments and then use this outline to develop final documents.
- c. County to provide sample reviewed plans so that consultant can use document as a tool to develop a checklist for County use and see examples of developer's use.

### 10. Implementation

- a. Consultant to review plan submittals for a determined period to test utility of document.
- b. Release final document upon testing and County Approval.

## Milestones

1. Kick-off meeting
2. Consultant to prepare document outline(s)
3. County Review/Discussion (in person)
4. Consultant to revise document outlines(s)
5. County Review/Discussion (in person or virtual)



LAMB-STAR

6. Consultant to prepare document(s)
7. County Review/Discussion (in person)
8. Consultant to revise document(s)
9. County Review/Discussion (in person or virtual)
10. Consultant to act as plan reviewer for County
11. Final review/discussion of document(s) over the use of final deliverable
12. Release to public

We appreciate the opportunity to provide the services indicated above to you. If additional information or clarification is needed, please do not hesitate to contact me. We look forward to working with you on this project.

Sincerely,

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**Lamb-Star Engineering**  
Jill Van Hoewyk, P.E.  
Sr. Project Manager

AGR 2018-152

**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. A derivation of the total contract fee amount is as follows:



**Lamb-Star Engineering, LP**

Client: \_\_\_\_\_  
Contract Number: \_\_\_\_\_  
Discipline: \_\_\_\_\_  
Date: \_\_\_\_\_

Collin County

Collin County Permitting Documents

Design & Engineering

January 10, 2018

<b>FEE SUMMARY</b>	<b>\$ 168,529.08</b>
Lamb-Star	\$ 84,030.00
Civil Consulting Group	\$ 84,499.08
<b>DIRECT EXPENSES - NON LABOR</b>	<b>\$ -</b>
<b>TOTAL</b>	<b>\$ 168,529.08</b>







**EXHIBIT "C"**

**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 "D"**

**INSURANCE REQUIREMENTS**

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

1.1.1 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.

1.1.2 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 at (512)440-3789).

1.1.2.1 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.

1.1.2.2 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.

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

1.1.2.4 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.

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

1.1.2.5.1 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

1.1.2.5.2 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.

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

1.1.2.7 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.

1.1.2.8 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.

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

1.1.2.9.1 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;

1.1.2.9.2 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;

1.1.2.9.3 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;

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

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

1.1.2.9.4.2 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;

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

1.1.2.9.6 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

1.1.2.9.7 contractually require each person with whom it contracts, to perform as required by paragraphs 1.1.2.1 through 1.1.2.7, with the certificates of coverage to be provided to the person for whom they are providing services.

1.1.2.10 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.

1.1.2.11 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.

1.1.3 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.

1.1.4 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.

1.2 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.

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

1.3.1 A waiver of subrogation in favor of Collin County, its officials, employees, volunteers and officers shall be contained in all policies.

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

1.3.3 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.

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

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

1.4.1 A financial rating of B+VI or better as assigned by the BEST Rating Company or equivalent.

1.5 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:

1.5.1 Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.

1.5.2 Sets forth the notice of cancellation or termination to Collin County.

EXHIBIT "E"

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 Officer: Jill VanHoevyk
Title of Officer: Sr. Project Manager
Signature of Officer: [Handwritten Signature]
Date: 2/20/18

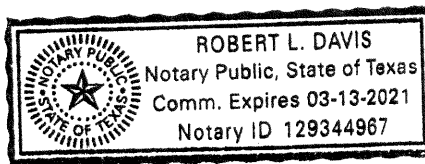
ACKNOWLEDGMENT

STATE OF TEXAS }
COUNTY OF Comal }

BEFORE ME, on this day personally appeared Jill VanHoevyk, known to me or proved to me on the oath of (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 20th day of FEBRUARY, 2018.

[Handwritten Signature]
Notary Public, State of Texas
ROBERT DAVIS
Printed Name



My Commission expires on the 13th day of March, 2021.