

EXHIBIT A
SCOPE OF SERVICES
FOR
ENGINEERING DESIGN OF MEDIAN OPENING/LEFT TURN LANE
FOR BLOOMDALE ROAD EAST OF COMMUNITY AVENUE
(ADJACENT TO COLLIN COUNTY ADMINISTRATION BUILDING)
IN
COLLIN COUNTY, TEXAS

CP&Y was directed by Collin County to provide engineering plans to construct a median opening and a left turn lane for Bloomdale Road east of Community Avenue based on City of McKinney design criteria. The proposed median opening and left turn lane will provide access to the Collin County Administration Building.

Utilizing existing CAD files from the Bloomdale Road project and Collin County Administration Building project, the Engineer will generate layout, pavement typical section, signage/stripping and construction traffic control sheets for the proposed median opening and left turn lane. A field survey of existing roadway and driveway conditions will not be performed. The Engineer will also prepare an Opinion of Probable Cost for the construction of this work.

I. PROJECT MANAGEMENT & ADMINISTRATIVE TASKS

1. Project Management, Administration and Coordination

The Engineer will attend design meetings with the Owner and other entities on an as-needed basis during the project design.

II. DESIGN PHASE SERVICES

1. General Design

a. Design Criteria

The Engineer will utilize the City of McKinney's roadway design criteria for this project.

2. Roadway Design

a. Paving Layout

These plan sheets will be a minimum of 1"=40' half-size (11"x17") and contain topographic information, pavement edges, limits of sidewalks, limits of barriers and any other information necessary for pavement construction..

b. Other Roadway Design Elements

(i) Typical Sections

A pavement typical section will be prepared, matching the existing design for Bloomdale Road. This section will be based on the pavement and sub-grade design recommended in the geotechnical investigation to and approved by the Owner for the previously constructed Bloomdale Road project.

3. Signing and Striping

The Engineer will prepare Signing and Striping plans at a scale similar to the roadway paving sheets. The plans will be in accordance with the Texas Manual on Uniform Traffic Control Devices (TxMUTCD).

4. Quantities and Estimates

a. Quantities

Project quantities will be calculated and tabulated in a bid schedule. The pay items will be in accordance with the TxDOT's Standard Specifications for Construction of Highways, Streets and Bridges (2004) and supplemented where necessary with special specifications prepared by the Engineer. The bid schedule will be included in the Bid Documents and may be reproduced in the plan set, as required.

b. Construction Cost Analysis

An Engineer's Opinion of Probable Construction Cost will be prepared for the entire project using current unit cost data from TxDOT and the Engineer's database of recent bid information.

5. General Notes

a. General Notes

A list of general notes necessary for the project construction will be compiled by the Engineer.

b. Assemble and Incorporate Standard Drawings

The Engineer shall assemble, collect, and incorporate the necessary standard drawings needed for the plan set.

6. Traffic Control Plans

a. Final Sequence of Work / Traffic Control Plan

(i) Sequence of Work

Due to the limited complexity of this project with regard to construction phasing, the Engineer will not prepare detailed traffic control plans. Instead, the Engineer will prepare sequence of work plans showing the general phasing of construction activities, routing of traffic, and detours. Recommendations will be provided for appropriate signage and safety measures, but specific details will be left to the discretion of the contractor in accordance with the Texas Manual on Uniform Traffic Control Devices (TxMUTCD).

III. SPECIAL SERVICES

1. Public Meetings and/or Hearings

The Engineer will not conduct or attend a public meeting to inform the nearby residents of the nature of the project and to receive input from the community. Should this work become necessary, the County shall have the right to expand the scope of work for this project under the terms of the Additional Engineering and Services portion of this Contract.

IV. Additional Services

1. Engineering Redesign

At various points during the design phase, the Engineer will submit work in progress plan sets for review by the Owner. Such sets should receive a thorough review by the Owner for compliance with the Owner's expectations for the Project. (Note: the Owner is not required to review such plan sets for design conformance, code compliance, or other requirements deemed to be the responsibility of the Engineer). Once these plans are reviewed and returned to the Engineer, they shall be considered accepted by the Owner except as noted in the review comments. **Subsequent changes requested by the Owner shall constitute Additional Services outside of the scope of this agreement. In such cases, the Engineer shall be granted a Supplemental Agreement for additional compensation in an amount sufficient to cover any and all costs incurred by the Engineer while completing the redesign effort.**

2. Public Meetings

As noted above in Section III, the Engineer shall not be required to prepare for or attend any Public Information Meetings and/or formal Public Hearing (as required by the State of Texas in some cases). Any request for such additional meetings shall constitute Additional Services outside of the scope of this agreement.

V. Expenses

The Engineer will necessarily incur reasonable expenses in conjunction with the design and administration of this project. Such expenses have been estimated from similar experiences and included as a line item on the Fee Summary (Exhibit D). These expenses include:

- Travel to and from the job site and meetings related to the project
- Printing of reports, letters and related materials
- Printing of plan sets for review and construction

These expenses will be limited to every extent possible and will be reimbursed by the Owner as part of this agreement. If the scope of the project changes or if the required number of submittals and/or copies changes appreciably from that indicated in Exhibit B, the Engineer reserves the right to seek additional compensation for the additional expenses.

EXHIBIT B
LIST OF SUBMITTALS
FOR
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Construction Plans (100%) - to be submitted in sheet format on 11"x17" pages, suitable for reproduction. Three (3) sets of plans will be provided for the Owner's records. These final plan sets will be copies of the signed and sealed engineering plans to be used in the bidding and construction phases of the project. The original mylar sheets will be maintained by the engineer until construction is complete.

Construction Cost Analysis — at 100% plan stages the Engineer will submit an Opinion of Probable Construction Cost for review by the Owner. This cost analysis will be based on estimates of material quantities and unit cost data from recent bid openings within the project area. This information is provided to the Owner for informational purposes. The Engineer does not guarantee that the information provided in such analysis will reflect actual construction bid price or the final cost of the project.

EXHIBIT E

SCHEDULE

FOR

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The Engineer will work diligently to complete the design within thirty (30) days from the contract Notice to Proceed date.

EXHIBIT F
INSURANCE REQUIREMENTS
FOR
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Before commencing work, the Engineer shall be required, at its own expense, to furnish the City with copies of all insurance certificate(s) indicating the coverage to remain in force throughout the term of this contract.

Broad Form Commercial General Liability insurance at minimum combined single limits of (\$500,000 per-occurrence and \$1,000,000 general aggregate) for bodily injury and property damage, which coverage shall include products/completed operations, independent contractors, and contractual liability each at \$500,000 per occurrence. Coverage must be written on an occurrence form.

Workers Compensation insurance at statutory limits, including employer's liability coverage at minimum limits. In addition to these, the contractor must meet each stipulation below as required by the Texas Workers Compensation Commission; (Note: If you have questions concerning these requirements, you are instructed to contact the TWCC at (512)440-3789).

Definitions: Certificate of coverage ("certificate"). A copy of a certificate of authority of self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, OR TWCC-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.

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.

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

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.

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

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

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.

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

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.

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.

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

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;

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;

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;

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

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

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;

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

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

Contractually require each person with whom it contracts, to perform as required with the certificates of coverage to be provided to the person for whom they are providing services.

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.

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.

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.

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.

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

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

A waiver of subrogation in favor of the City of Wylie, its officials, employees, volunteers and officers shall be contained in the workers compensation coverage.

The vendor's insurance coverage shall name the City of Wylie as additional insured under the General Liability policy.

All insurance policies shall be endorsed to require the insurer to immediately notify the City of Wylie of any decrease in the insurance coverage limits.

All insurance policies shall be endorsed to the effect that the City of Wylie will receive at least thirty (30) days notice prior to cancellation, non-renewal or termination of the policy.

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

All insurance shall be purchased from an insurance company that meets the following requirements: A financial rating of B+VII or better as assigned by the BEST Rating Company or equivalent.

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:

Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.

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