



**Professional Services, Engineering,  
US 75 Consultant**

**RFQ 2016-062**

**Collin County  
Attn: Matt Dobecka, CPPO, CPPB, CPCP  
2300 Bloomdale Road, Ste. 3160  
McKinney, TX 75071**

**(P) 972-548-4103 (F) 972-548-4694**

# Collin County, Texas

## Bid Information

**Bid Owner** Matt Dobecka, CPPO, CPPB, CPCP Functional Analyst  
**Email** mdobecka@co.collin.tx.us  
**Phone** 1 (972) 548-4103  
**Fax** 1 (972) 548-4694  
  
**Bid Number** 2016-062  
**Title** Professional Services, Engineering, US 75 Consultant  
**Bid Type** RFQ  
**Issue Date** 12/22/2015  
**Close Date** 1/14/2016 2:00:00 PM Central

## Contact Information

**Address** 2300 Bloomdale Rd. Ste. 3160 McKinney, TX 75071  
**Contact** Matt Dobecka, CPPO, CPPB, CPCP Functional Analyst  
**Department** Purchasing  
**Building** Admin. Building  
**Floor/Room** Ste.3160  
**Telephone** 1 (972) 548-4103  
**Fax** 1 (972) 548-4694  
**Email** mdobecka@co.collin.tx.us

## Ship to Information

**Address**  
  
**Contact**  
**Department**  
**Building**  
**Floor/Room**  
**Telephone**  
**Fax**  
**Email**

## Supplier Information

**Company Name** \_\_\_\_\_  
**Contact Name** \_\_\_\_\_  
**Address** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
  
**Telephone** \_\_\_\_\_  
**Fax** \_\_\_\_\_  
**Email** \_\_\_\_\_  
  
**Signature** \_\_\_\_\_

## Supplier Notes

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
  
**Date**    /    /

## Bid Notes

## Bid Activities

Date	Name	Description
1/8/2016 5:00:00 PM	Intent to Submit Qualifications Statement	Do you plan to submit a qualifications statement?

## Bid Messages

## Bid Attachments

The following attachments are associated with this opportunity and will need to be retrieved separately

Line	Filename	Description
Header	General_Instructions_Qualifications.docx	General Instructions
Header	Terms of Contract_Qualifications.docx	Terms of Contract_Qualifications
Header	RFQ_Engineering_Services_US75Consultant.docx	RFQ Engineering Services for US75Consultant
Header	CIQ_113015.pdf	Conflict of Interest Questionnaire

---

**Bid Attributes**

Please review the following and respond where necessary

#	Name	Note	Response
1	Exceptions	Do you take exceptions to the specifications. If so, by separate attachment, please state your exceptions. Valid Responses: [Please Select], Yes, No	_____ (Required)
2	Debarment Certification	I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations.  Please initial.	_____ (Required)
3	Immigration and Reform Act	I declare and affirm that my company is in compliance with the Immigration and Reform Act of 1986 and all employees are legally eligible to work in the United States of America.  I further understand and acknowledge that any non-compliance with the Immigration and Reform Act of 1986 at any time during the term of this contract will render the contract voidable by Collin County.  Please initial.	_____ (Required)
4	Disclosure of Certain Relationships	Chapter 176 of the Texas Local Government Code requires that any vendor considering doing business with a local government entity disclose the vendor's affiliation or business relationship that might cause a conflict of interest with a local government entity. Subchapter 6 of the code requires a vendor to file a conflict of interest questionnaire (CIQ) if a conflict exists. By law this questionnaire must be filed with the records administrator of Collin County no later than the 7th business day after the date the vendor becomes aware of an event that requires the statement to be filed. A vendor commits an offense if the vendor knowingly violates the code. An offense under this section is a misdemeanor.  By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.  Please send completed forms to the Collin County County Clerk's Office located at 2300 Bloomdale Rd., Suite 2104, McKinney, TX 75071.  Please initial.	_____ (Required)

5 Disclosure of Interested Parties \_\_\_\_\_ (Required)

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section.

Section 2252.908 applies only to a contract entered into on or after January 1, 2016.

Please initial.

6 Offeror Acknowledgment \_\_\_\_\_ (Required)

Offeror acknowledges that they understand the specifications, any and all addenda, agrees to the terms and conditions, and can provide the minimum requirements stated herein. Offeror acknowledges they have read the document in its entirety and is familiar with local conditions under which work is to be performed and will be responsible for any and all errors in the statement submitted resulting from Offeror's failure to do so. If statement is accepted, offeror further certifies and agrees to furnish any and all services upon conditions in the specifications of the Statement of Qualifications. Please initial.

---

## Line Items

---

#	Qty	UOM	Description	Response
1	1		Please upload your qualifications statement.	\$_____

Item Notes: If required to enter a price to continue please enter \$0.00.

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

## 1.0 GENERAL INSTRUCTIONS

### 1.0.1 Definitions

1.0.1.1 Offeror: refers to submitter.

1.0.1.2 Provider: refers to a Successful Service Provider.

1.0.1.3 Statement: refers to those documents required to be submitted to Collin County, by an Offeror.

1.0.1.4 SOQ: refers to Statement of Qualifications

1.0.1.5 RFQ: refers to Request for Qualifications

1.1 If Offeror does not wish to submit a statement at this time, please submit a No Bid/Response.

1.2 Awards shall be made not more than ninety (90) days after the time set for opening of submittals.

1.3 Collin County is always conscious and extremely appreciative of your time and effort in preparing your statement.

1.4 Collin County exclusively uses IonWave Technologies, Inc. (Collin County eBid) for the notification and dissemination of all solicitations. The receipt of solicitations through any other company may result in the receipt of incomplete specifications and/or addendums which could ultimately render your statement non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other company.

1.5 A statement may not be withdrawn or canceled by the offeror prior to the ninety-first (91<sup>st</sup>) day following public opening of submittals and only prior to award.

1.6 It is understood that Collin County, Texas reserves the right to accept or reject any and/or all Statements for any or all services covered in a SOQ and to waive informalities or defects in statements or to accept such statements as it shall deem to be in the best interest of Collin County.

1.7 All SOQ's submitted in hard copy paper form shall be submitted in a sealed envelope, plainly marked on the outside with the RFQ number and name. A hard copy paper form statement shall be manually signed in ink by a person having the authority to bind the firm in a contract. Statements shall be mailed or hand delivered to the Collin County Purchasing Department.

1.8 No oral, telegraphic or telephonic statements will be accepted. SOQ's may be submitted in electronic format via Collin County eBid.

1.9 All SOQ's submitted electronically via Collin County eBid shall remain locked until official date and time of opening as stated in the Special Terms and Conditions of the RFQ.

1.10 Time/date stamp clock in Collin County Purchasing Department shall be the official time of receipt for all SOQ's submitted in hard copy paper form. SOQ's received in the Collin County Purchasing Department after submission deadline shall be considered void and unacceptable. Absolutely no late submittals will be considered. Collin County accepts no responsibility for technical difficulties related to electronic submittals.

1.11 For hard copy paper form statements, any alterations made prior to opening date and time must be initialed by the signer of the SOQ guaranteeing authenticity. Statements cannot be altered or amended after submission deadline.

- 1.12 Collin County is by statute exempt from the State Sales Tax and Federal Excise Tax.
- 1.13 Any interpretations, corrections and/or changes to a RFQ and related Specifications or extensions to the opening/receipt date will be made by addenda to the respective document by the Collin County Purchasing Department. Questions and/or clarification requests must be submitted no later than seven (7) days prior to the opening/receipt date. Those received at a later date may not be addressed prior to the public opening. Sole authority to authorize addenda shall be vested in Collin County Purchasing Agent as entrusted by the Collin County Commissioners' Court. Addenda may be transmitted electronically via Collin County eBid.
- 1.13.1 Addenda will be transmitted to all that are known to have received a copy of the RFQ and related Specifications. However, it shall be the sole responsibility of the Offeror to verify issuance/non-issuance of addenda and to check all avenues of document availability (i.e. **Collin County eBid** <https://collincountytx.ionwave.net/>, telephoning Purchasing Department directly, etc.) prior to opening/receipt date and time to insure Offeror's receipt of any addenda issued. Offeror shall acknowledge receipt of all addenda.
- 1.14 All materials and services shall be subject to Collin County approval.
- 1.15 Collin County reserves the right to make award as it deems to be in the best interest of the County.
- 1.16 The Offeror shall comply with Commissioners' Court Order No. 96-680-10-28, Establishment of Guidelines & Restrictions Regarding the Acceptance of Gifts by County Officials & County Employees.
- 1.17 Offerors taking exception to the specifications shall do so at their own risk. By offering substitutions, Offeror shall state these exceptions in the section provided in the RFQ or by attachment. Exception/substitution, if accepted, must meet or exceed specifications stated therein. Collin County reserves the right to accept or reject any and/or all of the exception(s)/substitution(s) deemed to be in the best interest of the County.
- 1.18 Minimum Standards for Responsible Prospective Offerors: A prospective Offeror must meet the following minimum requirements:
- 1.18.1 have adequate financial resources, or the ability to obtain such resources as required;
- 1.18.2 be able to comply with the required or proposed delivery/completion schedule;
- 1.18.3 have a satisfactory record of performance;
- 1.18.4 have a satisfactory record of integrity and ethics;
- 1.18.5 be otherwise qualified and eligible to receive an award.
- Collin County may request documentation and other information sufficient to determine Offeror's ability to meet these minimum standards listed above.
- 1.19 Offeror shall bear any/all costs associated with it's preparation of an SOQ submittal.
- 1.20 Public Information Act: Collin County is governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. All information submitted by prospective bidders during the bidding process is subject to release under the Act.
- 1.21 The Offeror shall comply with Commissioners' Court Order No. 2004-167-03-11, County Logo Policy.

- 1.22 Openings: All statements submitted (Offeror's name) will be read at the county's regularly scheduled bid opening for the designated project. However, the reading of a bid at bid opening should be not construed as a comment on the responsiveness of such bid or as any indication that the county accepts such bid as responsive.

The county will make a determination as to the responsiveness of statements submitted based upon compliance with all applicable laws, Collin County Purchasing Guidelines, and project documents, including but not limited to the specifications and contract documents. The county will notify the successful offeror upon award of the contract and, according to state law; all statements received will be available for inspection at that time.

## 2.0 TERMS OF CONTRACT

- 2.1 Any resulting contract resulting from an accepted Statement of Qualifications shall be in the form of Collin County's standard Architects/Engineers agreement. No different or additional terms will become part of this contract with the exception of an Amendment.
- 2.2 No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All Amendments to the contract will be made in writing by Collin County Purchasing Agent.
- 2.3 No public official shall have interest in the contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.
- 2.4 The Provider shall comply with Commissioners' Court Order No. 96-680-10-28, Establishment of Guidelines & Restrictions Regarding the Acceptance of Gifts by County Officials & County Employees.
- 2.5 Design, strength, quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.
- 2.6 Statements must comply with all federal, state, county and local laws concerning the type(s) of product(s)/service(s)/equipment/project(s) contracted for, and the fulfillment of all ADA (Americans with Disabilities Act) requirements.
- 2.7 All products must be new and unused, unless otherwise specified, in first-class condition and of current manufacture. Obsolete products, including products or any parts not compatible with existing hardware/software configurations will not be accepted.
- 2.8 Provider shall provide any and all notices as may be required under the Drug-Free Work Place Act of 1988, 28 CFR Part 67, Subpart F, to its employees and all sub-contractors to insure that Collin County maintains a drug-free work place.
- 2.9 Provider shall defend, indemnify and save harmless Collin County and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, claims, actions, damages (including personal injury and or property damages), or demands of any character, name and description, (including attorneys' fees, expenses and other defense costs of any nature) brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of Provider's breach of the contract arising from an award, and/or any negligent act, error, omission or fault of the Provider, or of any agent, employee, subcontractor or supplier of Provider in the execution of, or performance under, any contract which may result from an award. Provider shall pay in full any judgment with costs, including attorneys' fees and expenses which are rendered against Collin County and/or participating entities arising out of such breach, act, error, omission and/or fault.
- 2.10 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.
- 2.11 The contract shall remain in effect until any of the following occurs: delivery of product(s) and/or completion and acceptance by Collin County of product(s) and/or service(s), contract expires or is terminated by either party with thirty (30) days written notice prior to cancellation and notice must state therein the reasons for such cancellation. Collin County reserves the right to terminate the contract immediately in the event the Provider fails to meet delivery or completion schedules, or otherwise perform in accordance with the specifications. Breach of contract or default authorizes

the County to purchase elsewhere and charge the full increase in cost and handling to the defaulting Provider.

- 2.12 Collin County Purchasing Department shall serve as Contract Administrator or shall supervise agents designated by Collin County.
- 2.13 Provider shall notify the Purchasing Department immediately if delivery/completion schedule cannot be met. If delay is foreseen, the Provider shall give written notice to the Purchasing Agent. The County has the right to extend delivery/completion time if reason appears valid.
- 2.14 Collin County shall generate a purchase order(s) to the Provider and the purchase order number must appear on all itemized invoices. Collin County will not be responsible for any services rendered without a valid purchase order number.
- 2.15 Invoices shall be mailed directly to the Collin County Auditor's Office, 2300 Bloomdale Road, Suite 3100, McKinney, Texas 75071. All invoices shall show:
  - 2.15.1 Collin County Purchase Order Number;
  - 2.15.2 Provider's Name, Address and Tax Identification Number;
  - 2.15.3 Detailed breakdown of all charges for the product(s) and/or service(s) including applicable time frames.
- 2.16 Payment will be made in accordance with V.T.C.A., Government Code, Title 10, Subtitle F, Chapter 2251.
- 2.17 All warranties shall be stated as required in the Uniform Commercial Code.
- 2.18 The Provider and Collin County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.19 The Provider agrees to protect Collin County from any claims involving infringements of patents and/or copyrights.
- 2.20 The contract will be governed by the laws of the State of Texas. Should any portion of the contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect. The contract is performable in Collin County, Texas.
- 2.21 The Provider shall not sell, assign, transfer or convey the contract, in whole or in part, without the prior written approval from Collin County.
- 2.22 The apparent silence of any part of the specification as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specification shall be made on the basis of this statement.
- 2.23 Provider shall not fraudulently advertise, publish or otherwise make reference to the existence of a contract between Collin County and Provider for purposes of solicitation. As exception, Provider may refer to Collin County as an evaluating reference for purposes of establishing a contract with other entities.
- 2.24 The Provider understands, acknowledges and agrees that if the Provider sub-contracts with a third party for services and/or material, the primary Provider (awardee) accepts responsibility for full and prompt payment to the third party. Any dispute between the primary Provider and the third

party, including any payment dispute, will be promptly remedied by the primary Provider. Failure to promptly render a remedy or to make prompt payment to the third party (sub-contractor) may result in the withholding of funds from the primary Provider by Collin County for any payments owed to the third party.

- 2.25 Criminal History Background Check: If required, ALL individuals may be subject to a criminal history background check performed by the Collin County Homeland Security prior to access being granted to Collin County. Upon request, Provider shall provide list of individuals to Collin County Purchasing Department within five (5) working days.
- 2.26 Non-Disclosure Agreement: When applicable, Provider shall be required to sign a non-disclosure agreement acknowledging that all information to be furnished is in all respects confidential in nature, other than information which is in the public domain through other means and that any disclosure or use of same by Provider, except as provided in the contract/agreement, may cause serious harm or damage to Collin County. Therefore, Provider agrees that Provider will not use the information furnished for any purpose other than that stated in contract/agreement, and agrees that Provider will not either directly or indirectly by agent, employee, or representative disclose this information, either in whole or in part, to any third party, except on a need to know basis for the purpose of evaluating any possible transaction. This agreement shall be binding upon Collin County and Provider, and upon the directors, officers, employees and agents of each.
- 2.27 Providers must be in compliance with the Immigration and Reform Act of 1986 and all employees specific to this solicitation must be legally eligible to work in the United States of America.
- 2.28 Certification of Eligibility: This provision applies if the anticipated Contract exceeds \$100,000.00 and as it relates to the expenditure of federal grant funds. By submitting a statement in response to this solicitation, the Provider certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of statement submission and time of award, the Provider will notify the Collin County Purchasing Agent. Failure to do so may result in terminating this contract for default.
- 2.29 Notice to Providers delivering goods or performing services within the Collin County Detention Facility: The Collin County Detention Facility houses persons who have been charged with and/or convicted of serious criminal offenses. When entering the Detention Facility, you could: (1) hear obscene or graphic language; (2) view partially clothed male inmates; (3) be subjected to verbal abuse or taunting; (4) risk physical altercations or physical contact, which could be minimal or possibly serious; (5) be exposed to communicable or infectious diseases; (6) be temporarily detained or prevented from immediately leaving the Detention Facility in the case of an emergency or "lockdown"; and (7) subjected to a search of your person or property. While the Collin County Sheriff's Office takes every reasonable precaution to protect the safety of visitors to the Detention Facility, because of the inherently dangerous nature of a Detention Facility and the type of the persons incarcerated therein, please be advised of the possibility of such situations exist and you should carefully consider such risks when entering the Detention Facility. By entering the Collin County Detention Facility, you acknowledge that you are aware of such potential risks and willingly and knowingly choose to enter the Collin County Detention Facility.
- 2.30 Delays and Extensions of Time when applicable:
- 2.30.1 If the Provider is delayed at any time in the commence or progress of the Work by an act or neglect of the Owner or Architect/Engineer, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Provider's control, or by delay authorized by the Owner pending mediation and arbitration, or by other causes which the Owner or Architect/Engineer determines may

justify delay, then the Contract Time shall be extended by Amendment for such reasonable time as the Owner/Architect/Engineer may determine.

- 2.30.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that the weather conditions had an adverse effect on the scheduled construction.

**NOTE:** All other terms and conditions (i.e. Insurance Requirements, Bond Requirements, etc.) shall be stated in the individual Solicitation documents as Special Terms, Conditions and Specifications.

<b>3.0 GENERAL INFORMATION:</b>
---------------------------------

- 3.1 **PURPOSE:** The purpose of the Request for Qualifications (RFQ) is to provide Collin County with information necessary to determine the qualifications of firms interested in providing engineering consulting services to Collin County.
- 3.2 **PUBLIC INFORMATION:** All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure under the Texas Public Information Act (*Texas Government Code*, Chapter 552.001, *et seq.*) after a contract is awarded. The Owner strictly complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFQ information.
- 3.3 **TYPE OF CONTRACT:** Any contract resulting from this solicitation will be in the form of the Owner's Standard Engineer Agreement. (See Attachment A)
- 3.4 **INSURANCE:** Collin County shall require insurance per Exhibit "E" of the Engineering Services Agreement to be provided upon award of a contract.
- 3.5 **EVALUATION OF QUALIFICATIONS:** The evaluation of the Qualifications shall be based on the requirements described in this RFQ. All properly submitted Statement of Qualifications (SOQ) will be reviewed, evaluated, and ranked by the Owner. Qualifications shall not include any information regarding respondent's fees, pricing, or other compensation.
- 3.6 **OWNER'S RESERVATION OF RIGHTS:** The Owner may evaluate the Qualifications based on the anticipated completion of all or any portion of the Project. The Owner reserves the right to divide the Project into multiple parts, to reject any and all Qualifications and re-solicit for new Qualifications, waive any formalities or minor technical inconsistencies, or reject any and all proposals and temporarily or permanently abandon the Project. Owner makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this RFQ for any project and no such representation is intended or should be construed by the issuance of this RFQ.
- 3.7 **ACCEPTANCE OF EVALUATION METHODOLOGY:** By submitting its Qualifications in response to this RFQ, respondent accepts the evaluation process and acknowledges and accepts that determination of the "most qualified" firm(s) will require subjective judgments by the Owner.
- 3.8 **NO REIMBURSEMENT FOR COSTS:** Respondent acknowledges and accepts that any costs incurred from the respondent's participation in this RFQ shall be at the sole risk and responsibility of the respondent. The Owner will not compensate respondents for any expenses incurred in Qualifications preparation or for any presentations that may be made, unless agreed to in writing in advance or required by law.

## 4.0 SCOPE OF SERVICES

The Commissioners Court of Collin County desires to engage a consultant to assist the County, the cities in Collin County, the Texas Department of Transportation (TxDOT) and the Regional Transportation Council (RTC) to develop the next generation of US 75 in Collin County. It is intended that this effort not duplicate the efforts or responsibilities of TxDOT or the RTC; but, rather, to supplement them for the purpose of advancing the development of the future US 75.

### BACKGROUND

US 75 is the primary north-south transportation facility in the center of Collin County. The facility has been in a state of almost constant re-construction or widening for decades due to the extremely fast growth in Collin County. Even though the capacity of the segments in northern Collin County is currently being expanded, the southern sections are congested. Demographic and employment projections indicate that Collin County will add more people between now and 2040 than are currently in the County – and more growth will occur after 2040. TxDOT engaged a consultant who has developed various options for expansion of capacity to US 75 from IH 635 to the Sam Rayburn Tollway. The consultant has worked with the cities along the corridor to determine which scenarios will be acceptable. To-date no scenario is acceptable to all the cities.

### SCOPE OF WORK

Introduction: The consultant's objective will be to foster consensus among all the governmental entities involved in the further development of US 75 from IH 635 to the Sam Rayburn Tollway as to the configuration of the future facility and the proposed method of funding. The "entities involved" include, at a minimum, TxDOT, all the cities along this segment, Collin County, Dallas County, DART, the RTC and any other entities that have a role in transportation in this corridor. It is expected that the consultant will build the consensus by meeting with each entity separately and in groups as necessary to exchange information that is pertinent and helpful to the full understanding of all entities of all the facts affecting the future facility. Although the County will be open to recommendations about tasks, process and strategies by the consultant, the following are the minimum tasks that are anticipated to be required to accomplish the objective of this effort (some of these may be combined):

Task one: First the consultant must work with the various entities to identify their goals for US 75 so that all entities will be able to understand any varying perspectives from their own.

Task two: Work with TxDOT and RTC staffs to identify the key traffic elements that influence design and present these at meetings of all the entities so that everyone is aware of all the factors that have some influence on the design of the future facility.

Task three: Utilize the work done by TxDOT and their consultant to identify the advantages of the various configurations studied by the TxDOT consultant as well as the objections to those scenarios voiced by various entities; and to develop any other options proposed for consideration. Moderate discussion of the various perspectives.

Task four: Research and present to all the entities the transportation funding options, taking into account the changes approved in the last Legislature and the recent constitutional amendment election. Moderate discussion of the various perspectives.

Task five: Host and moderate meetings to discuss the options until a consensus is reached for the configuration, for the method of funding and for any strategies for staged development.

The consultant and the County will utilize any resources offered by the entities involved to further analyze the scenarios already studied and to analyze any additional scenarios identified in this process.

## **5.0 STATEMENT OF QUALIFICATIONS**

The qualifications submittal shall be divided into tabbed, marked sections, further explained in 7.0, and shall include but not limited to information for each of the following:

### **RESPONDENT'S STATEMENT OF QUALIFICATIONS AND AVAILABILITY TO UNDERTAKE THE PROJECT (Maximum of two (2) printed pages per question)**

- 5.1 Provide a statement of interest for the project including a narrative describing the Prime Firm's and sub-consultant unique qualifications as they pertain to this particular project.
- 5.2 Provide a statement on the availability and commitment of the Prime Firm and consultant's assigned principal(s) and professionals to undertake the assigned project in accordance with the project planning schedule.
- 5.3 Provide a brief history of the Prime Firm and consultant(s) proposed for the assigned project including when the firms were established, type of ownership and office locations. If more than one office is listed indicate the office of each firm that will manage that firm's part of the project and only list offices that may assist with this project; no more than five (comments may be made that indicates the total number of the firm's offices). If the firm has changed name or ownership within the last three (3) years indicate the former name.
- 5.4 Provide an Organization Chart for the team proposed for the project if necessary to illustrate how the project will be managed (this may not be necessary for smaller projects).
- 5.5 Provide resumes of key personnel (project manager, designer, other technical professionals, etc.) from the Prime Firm and sub-consultants who will be assigned to this Project. Resumes limited to one (1) page per person. If these personnel are not available at the time of execution of the contract, resumes of substitutes must be submitted for evaluation. County reserves the right to rescind the selection decision and negotiate with the next firm.

### **PRIME FIRM'S ABILITY TO PROVIDE SERVICES**

- 5.6 Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
- 5.7 Provide any details of all past or pending litigation or claims filed against your company that would affect your company's performance under a Contract with the Owner.
- 5.8 Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.
- 5.9 Does any relationship exist by relative, business associate, capital funding agreement, or any other such kinship between your firm and any Owner employee or elected official? If so, please explain.
- 5.10 Provide a claims history under professional malpractice insurance for the past five (5) years for the Prime Firm and any team members proposed to provide professional engineering services.

## **RESPONDENT'S PERFORMANCE ON PAST REPRESENTATIVE PROJECTS**

- 5.11 Provide descriptions of three (3) to five (5) projects/engagements you have performed which are similar to this project (5 is not better than 3; emphasis should be on applicability to this project). List the projects in order of priority, with the most relevant project listed first. For all sub-consultants named in the response indicate which of the listed projects they also worked on. Projects listed must be only projects performed by individuals who are currently available to perform work in this proposed contract. It is acceptable to list a project performed by a listed professional when that person worked for another firm IF that person had a key role. This must be clearly stated. Provide the following information for each project listed:
- 5.11.1 Project name, location, and description
  - 5.11.2 Color images (photographic or machine reproductions)
  - 5.11.3 Description of professional services Prime Firm provided for the project
  - 5.11.4 Roles performed by professionals listed in this SOQ.
  - 5.11.5 Firm's References (for each project listed above, identify the following):
    - 5.11.5.1 The Owner's name and representative who served as the day-to-day liaison of the project, including telephone number and e-mail address.
    - 5.11.5.2 Length of business relationship with the Owner.

References shall be considered relevant based on specific project participation and experience with the Respondent. The Owner may contact references during any part of this process. The Owner reserves the right to contact any other references at any time during the RFQ process.

- 5.12 If any, identify completed projects, of any type, up to a maximum of three (3) for which the Prime Firm received an award for excellence from a recognized organization and provide a short descriptive narrative for each.

## **RESPONDENT'S KNOWLEDGE OF BEST PRACTICES**

- 5.13 Describe your cost estimating methods. How do you develop cost estimates and how often are they updated? For any combination of three (3) projects listed in response to 5.11, provide examples of how these techniques were used and what degree of accuracy was achieved.
- 5.14 Describe the way in which your firm develops and maintains work schedules to conform to the Owner's project schedule. For any combination of three (3) projects listed in response to Criteria 5.11, provide examples of how these techniques were used.
- 5.15 Describe the project team's approach to assuring timely completion of this project including the types of records, reports, monitoring systems, and information management systems that your firm used in the management of the projects listed above. Describe how you used these systems for any combination of three (3) projects listed in response to 5.11. Include methods used for schedule recovery if it was necessary.
- 5.16 Describe how you track Owner input and review comments confirm that they have been addressed. Provide examples of reports/logs used for tracking response to and closure on Owner comments.

- 5.17 Describe the firm's approach to working with multiple government agencies for the purpose of developing a consensus.

**RESPONDENT'S ABILITY TO IDENTIFY AND RESOLVE PROBLEMS  
ON PAST PROJECTS**

- 5.18 What do you perceive are the critical issues for this project?
- 5.19 For any three (3) of the projects listed in response to 5.11, describe any conflicts with the Owner, Consultants, or entities and describe the methods your firm used to resolve those conflicts.

## **6.0 RANKING CRITERIA**

The evaluation of professional qualifications will be based on the following criteria:

<b>DESCRIPTION</b>	<b>POINTS</b>
Statement Of Qualifications and Ability to Undertake The Project – Proposed Personnel	20
Prime Firm’s Ability To Provide Services	10
Respondent’s Performance On Past Representative Projects	45
Respondent’s Knowledge Of Best Practices	10
Respondent’s Ability To Identify And Resolve Problems On Past Projects	10
Respondent’s Proposal Format	5
<b>TOTAL</b>	<b>100</b>

## **7.0 FORMAT FOR STATEMENT OF QUALIFICATIONS**

### **GENERAL INSTRUCTIONS**

- 7.1 Qualifications shall be prepared SIMPLY AND ECONOMICALLY, providing a straightforward, CONCISE description of the respondent's ability to meet the requirements of this RFQ. Emphasis shall be on the QUALITY, completeness, clarity of content, responsiveness to the requirements, and an understanding of Owner's needs.
- 7.2 Qualifications shall be a MAXIMUM of fifty (50) PRINTED PAGES. The cover, table of contents, divider sheets, Collin County RFQ document and signature page do not count as printed pages.
- 7.3 Collin County prefers that you submit that you submit your qualification statement by uploading it to Collin County eBid or by providing them on a flash drive or CD-ROM.
- 7.4 If you elect to submit manually, Qualifications shall be printed on letter-size (8-1/2" x 11") paper and GBC or spiral bound (No 3-ring binders).
- 7.5 Respondents shall carefully read the information contained in this RFQ and submit a complete response to all requirements and questions as directed. Incomplete qualifications will be considered non-responsive and subject to rejection.
- 7.6 Qualifications and any other information submitted by respondents in response to this RFQ shall become the property of the Owner.
- 7.7 Qualifications that are qualified with conditional clauses, alterations, items not called for in the RFQ documents, or irregularities of any kind are subject to rejection by the Owner, at its option.
- 7.8 Qualifications shall consist of answers to questions identified in Section 5 of the RFQ. It is not necessary to repeat the question in the Qualifications; however, it is essential to reference the question number with the corresponding answer.
- 7.9 Separate and identify each criteria response to Section 5 of this RFQ by use of a divider sheet with an integral tab for ready reference or by the use bookmarks in an Adobe Acrobat PDF document.
- 7.10 Failure to comply with all requirements contained in this Statement of Qualifications may result in the rejection of the Qualifications.
- 7.11 Additional attachments shall NOT be included with the Qualifications. Only the responses provided by the respondent to the questions identified in Section 5 of this RFQ will be used by the Owner for evaluation.

### **TABLE OF CONTENTS:**

- 7.12 Submittals shall include a "Table of Contents" and give page numbers for each part of the Qualifications.

### **PAGINATION:**

- 7.13 Number all pages of the submittal sequentially using Arabic numerals (1, 2, 3, etc.)

## **8.0 SIGNATURE**

This Statement of Qualification must be signed, and included as part of the respondent's Statement of Qualifications. Failure to sign may result in rejection of the Statement of Qualifications. Signing a false statement may void the submitted qualifications or any agreements or other contractual arrangements, which may result from the submission of respondent's qualifications. A false certification shall be deemed a material breach of contract and, at owner's option, may result in termination of any resulting contract or purchase order.

**REPRESENTATIONS:** By signing below, Respondent represents and warrants that:

- 8.1 the Qualifications and all statements and information prepared and submitted in response to this RFQ are current, complete, true and correct;
- 8.2 it is not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount trip, favor or service to a public servant in connection with the submitted Qualifications or any subsequent proposal. Failure to sign below, or signing a false statement, may void the Response or any resulting contracts at the Owner's option, and the Respondent may be removed from all future proposal lists at this County;
- 8.3 the individual signing this document and the documents made part of the RFQ is authorized to sign such documents on behalf of the Respondent and to bind the Respondent under any contract which may result from the submission of the Response;
- 8.4 no relationship, whether as a relative, business associate, by capital funding agreement or by any other such kinship exists between Respondent and an employee of Collin County, Texas
- 8.5 no compensation has been received for participation in the preparation of this SOQ (ref. Section 2155.004 Texas Government Code);
- 8.6 Respondent complies with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action;
- 8.7 to the best of its knowledge, no member of Collin County Commissioners' Court or other Collin County Elected official has a financial interest, directly or indirectly, in the Project; and
- 8.8 each individual or business entity proposed by Respondent as a member of its team that will engage in the practice of engineering will be selected based on demonstrated competence and qualifications only.

### **CHECKLIST**

- 8.9 REQUESTED DOCUMENTATION INCLUDED?
- 8.10 ORIGINAL AND FOUR (4) COPIES INCLUDED IF SUBMITTING MANUALLY?
- 8.11 ALL QUESTIONS ADDRESSED IN REQUIRED FORMAT?
- 8.12 COMPLETED SIGNATURE?

**TYPE OR PRINT:**

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE & TITLE

\_\_\_\_\_  
STREET ADDRESS and/or P.O. BOX NO.

PHONE: ( ) \_\_\_\_\_  
A/C PHONE NUMBER

\_\_\_\_\_  
CITY/STATE/ZIP CODE

FAX: ( ) \_\_\_\_\_  
A/C FAX NUMBER

\_\_\_\_\_  
FIRM'S TAX IDENTIFICATION NUMBER

\_\_\_\_\_  
E-MAIL ADDRESS

_____ SIGNATURE	/ _____ DATE
--------------------	-----------------

# 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, \_\_\_\_\_, a \_\_\_\_\_ Corporation, 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 prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with \_\_\_\_\_ 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 professional engineering 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 change orders 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. The Engineer 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 Engineer 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 Engineer shall also advise the County concerning the results of same. Such survey, test, and investigations shall be furnished to the County.

2.4 The presence or duties of the Engineer's personnel at a construction site, whether as on-site representatives or otherwise, do not make the Engineer 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 Engineer 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 Engineer will make periodic recommendations for periodic construction progress payments to the construction contractor. Recommendations by the Engineer to the County for periodic construction progress payments to the construction contractor will be based on the Engineer'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 Engineer agrees to provide a complete and coordinated set of drawings and specifications for the construction of 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 Engineer 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 Engineer 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 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 In the event that the Engineer 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 Engineer's control, or delay authorized by the County pending arbitration, or by other causes which the County and Engineer agree may justify delay, then the Contract Time shall be reasonably extended by Contract Amendment. 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 Engineer's sole remedy for any delays or suspension shall be any extension of time. However, should the delay continue for more than one year past the original completion date in the

completion schedule, the Engineer may request to renegotiate their professional fee provided that the fee is reasonable and substantiated by documents showing the need for the requested increase. Any request for a fee increase shall be submitted to Collin County Commissioners' Court for final approval. 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 "C" and thereby made a part of this Agreement. Engineer 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. 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 "D", 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 has reviewed and inspected the Project sites, 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 the monthly progress reports as required under Paragraph IV herein above, Engineer 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 Engineer 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**

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

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

## **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 "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 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:

---

---

---

---

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

---

---

---

---

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 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 Engineer.

**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.

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

COLLIN COUNTY, TEXAS

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Michalyn Rains, CPPO, CPPB  
Purchasing Agent  
Court Order No. \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

**STATE OF TEXAS**        }  
  }  
**COUNTY OF COLLIN**    }

**BEFORE ME,** \_\_\_\_\_ on this day personally appeared \_\_\_\_\_, of \_\_\_\_\_, a \_\_\_\_\_ Corporation, 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 corporation, for the purposes and consideration therein expressed and in the capacity therein stated.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE,** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

\_\_\_\_\_  
Printed Name

My Commission expires on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**STATE OF TEXAS**        }  
  }  
**COUNTY OF COLLIN**    }

**BEFORE ME,** \_\_\_\_\_ 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 \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

\_\_\_\_\_  
Printed Name

My Commission expires on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**EXHIBIT "A"**

**SCOPE OF ENGINEERING SERVICES**

**DRAFT**

**EXHIBIT "B"**

**PROJECT SCHEDULE**

**DRAFT**

**EXHIBIT "C"**

## 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 attached:

DRAFT

**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.

DRAFT

## EXHIBIT "E"

### 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 A-VII or higher 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.

DRAFT

**EXHIBIT "F"**

**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 Firm: \_\_\_\_\_

Title of Officer: \_\_\_\_\_

Signature of Officer: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF TEXAS }

COUNTY OF \_\_\_\_\_ }

**BEFORE ME**, on this day personally appeared \_\_\_\_\_, known to me (or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_ (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE**, this, the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

\_\_\_\_\_  
Printed Name

My Commission expires on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

## FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

### OFFICE USE ONLY

Date Received

**1** Name of vendor who has a business relationship with local governmental entity.

**2**  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** Name of local government officer about whom the information is being disclosed.

\_\_\_\_\_  
Name of Officer

**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

