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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, HALFF ASSOCIATES, INC., a TEXAS 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 provide engineering design services for the Dallas North Tollway Southbound Frontage Road from US 380 to FM 428 and to perform other related services in Collin County, hereinafter referred to as the "Project"; and

WHEREAS, the Engineer desires to render such engineering services for the County upon the terms and conditions provided herein.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

1. Retention of the Engineer

The County hereby agrees to retain the Engineer to perform general civil engineering consulting services in connection with the Project; Engineer agrees to perform such services in accordance with the terms and conditions of this Agreement, exercising the same degree of care, skill, and diligence as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances.

II. Scope of Services

2.1 The parties agree that Engineer shall perform such services as are set forth herein and described in Exhibit "A", which is attached hereto and thereby made a part of this Agreement. Work for each phase shall be preceded by a Notice to Proceed issued by County. The parties understand and agree that deviations or modifications in the form of written contract amendments may be authorized from time to time by the County.

2.2 The Engineer will serve as the County's professional engineering representative under this Agreement, providing professional engineering, consultation, advice and furnishing customary services incidental thereto. 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 Fee Schedule attached hereto as Exhibit "B" and thereby made a part of this Agreement. Engineer further agrees that it will prepare and present such progress reports and itemized statements per the fee schedule described in said Exhibit "B". Payment will be made in accordance with The Texas Government Code, Title 10, Subtitle F, Chapter 2251. Engineer further agrees to the following terms prior to payment being due by County:

A. Invoice and Payment

- (1) The Engineer shall provide the County sufficient documentation to reasonably substantiate the invoices.
- (2) The Engineer will issue monthly invoices for all work performed under the Agreement.
- (3) In the event of disputed or contested billing, only that portion so contested will be withheld from payment, and the undisputed portion will be paid. The County will exercise reasonableness in contesting any portion thereof. NO interest will accrue on any contested portion of the billing until mutually resolved.
- (4) In the event of any conflict between Paragraph IV and Chapter 2251 of the Texas Government Code, The Texas Government Code shall prevail.

V. Information to be provided by the County

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

5.2 The County will make its facilities accessible to the Engineer as required for the Engineer's performance of its services. The Engineer represents that it understands the scope of this Agreement and can fully perform its obligations pursuant to this Agreement. Any failure of the Engineer to acquaint itself with the available information will not relieve the Engineer from its responsibilities pursuant to this Agreement.

5.3 The County shall disclose, to the extent known to the County, the results of prior tests, inspections or investigations conducted for the Project upon request by the Engineer.

VI. Progress Meetings

In addition to providing 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 "D" which is attached hereto and thereby made a part of this Agreement.

VIII. Indemnity

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

IX. Independent Contractor

In the performance of services hereunder, the Engineer shall be deemed an independent contractor and shall not, with respect to its acts or omissions, be deemed an agent, subcontractor or employee of the County.

X. Assignment and Subletting

The Engineer agrees that neither this Agreement nor the services to be performed hereunder will be assigned or sublet without the prior written consent of the County. The Engineer further agrees that the assignment or subletting or any portion or feature of the services required in the performance of this Agreement shall not relieve the Engineer from its full obligations to the County as provided by this Agreement.

XI. Audits and Records/Prohibited Interest

11.1 The Engineer agrees that at any time during normal business hours, and as often as County may deem necessary, Engineer shall make available to representatives of the County for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of the County to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, all for a period of three (3) years from the date of final settlement of this Agreement or of such other or longer period, if any, as may be required by applicable statute or other lawful requirements.

11.2 The Engineer agrees that it is aware of the conflict of interest requirements of the state law which are applicable to persons entering into contracts with the County and will abide by the same. Further, a lawful representative of Engineer shall execute the Affidavit shown in

Exhibit "E". 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 lettered "A" through "E", constitute the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument, signed by the County and the Engineer.

15.2 Warranties contained in this Agreement are in addition to and not in lieu of, any and all other liability imposed upon the Engineer by law with respect to the Engineer's duties, obligations, and performance hereunder. The Engineer's liability hereunder shall survive the County's final acceptance and payment for the Project. All representations and warranties set forth in this Agreement, including without limitation, this paragraph, shall survive the final completion of the Work or earlier termination of this Agreement. The Engineer acknowledges that the County is relying upon the Engineer's skill and experience in performing the services pursuant to this Agreement.

XVI. Mailing of Notices

Unless instructed otherwise in writing, Engineer agrees that all notices or communications to the County permitted or required under this Agreement shall be addressed to the County at the following address:

Collin County Engineering
Attn: Clarence Daugherty, P.E.
4690 Community Ave., Ste. 200
McKinney, TX 75071

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

Halff Associates, Inc.
Attn: Dennis Satre, P.E.
3803 Parkwood Blvd., Ste. 800
Frisco, TX 75034-8641

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

XVII. Miscellaneous

A. Paragraph Headings

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

B. Interpret Contract Fairly

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

C. Venue/Governing Law

The parties agree that the laws of the State of Texas shall govern this Agreement, and that it is performable in Collin County, Texas. The venue for any litigation related to this Agreement shall be in Collin County, Texas.

D. Parties Bound

County and Engineer, and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

E. Severability

In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect.

F. Effective Date

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

G. Term of Agreement

The term of the contract shall be a period of one year commencing on the date of award and continuing through and including project completion.

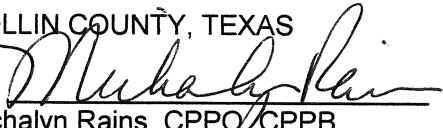
H. Observe and Comply

Engineer shall at all times observe and comply with all federal and State laws and regulations and with all City ordinances and regulations which in any way affect this Agreement and the work hereunder, and shall observe and comply with all orders, laws, ordinances and regulations which may exist or may be enacted later by governing bodies having jurisdiction or authority for such enactment. No plea of misunderstanding or ignorance thereof shall be considered. Engineer agrees to defend, indemnify and hold harmless County and all of its officers, agents, and employees from and against all claims or liability arising out of the violation or any such order, law, ordinance, or regulation, whether it be by itself or its employees.

WITNESS OUR HANDS AND SEALS on the date indicated below.

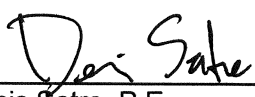
Date: 3-15-16

COLLIN COUNTY, TEXAS

By: 
Michalyn Rains, CPPQ/CPPB
Purchasing Agent
Court Order No. 2016-162-03-07

HALFF ASSOCIATES, INC.

Date: 14 MARCH 2016

By: 
Dennis Satre, P.E.
Title: Vice President

ACKNOWLEDGMENT

STATE OF TEXAS }

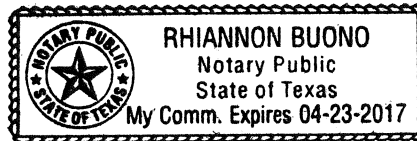
COUNTY OF COLLIN }

BEFORE ME, Dennis Satre on this day personally appeared Vice President, of Half Associates, Inc., a Texas 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 14th day of March, 2016.

Rhiannon Buono
Notary Public, State of Texas

Rhiannon Buono
Printed Name



My Commission expires on the 23rd day of April, 2017.

STATE OF TEXAS }

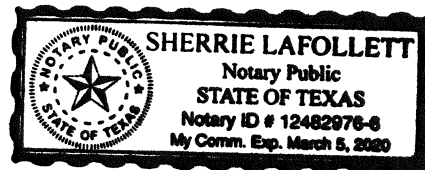
COUNTY OF COLLIN }

BEFORE ME, Sherrie LaFollett on this day personally appeared Michalyn Rains, Purchasing Agent of COLLIN COUNTY, TEXAS, a political subdivision of the State of Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as the act and deed of COLLIN COUNTY, TEXAS, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 15 day of March, 2016.

Sherrie LaFollett
Notary Public, State of Texas

Sherrie LaFollett
Printed Name



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

EXHIBIT "A"
SCOPE OF SERVICES

TO BE PROVIDED BY HALFF ASSOCIATES, INC.
TO COLLIN COUNTY FOR
DALLAS NORTH TOLLWAY SOUTHBOUND FRONTAGE ROAD
US380 to FM428

A. PROJECT DESCRIPTION

The COUNTY proposes to construct two (2) permanent southbound lanes of the Dallas North Tollway (DNT) frontage road (SBFR) between US380 and FM428 through the towns of Prosper and Celina including their respective ETJ's (collectively referred to as "CITY"). Total project length is approximately 6.2 miles. Services by the CONSULTANT shall include all aspects of the work set forth in the following scope of services. Surveying and Design Engineering shall generally include the following items:

- Survey for design including existing ground spot elevations taken along the DNT west ROW line at not less than 100' stations for the purpose of confirming roadway profile. Existing NTTA topographic mapping will be used for determination of earthwork quantities and project grading plans. Existing improvements will be surveyed at points where the proposed project makes connection to same. Survey for right of way/easement acquisition will be performed for proposed parcels adjacent to the existing west right of way line. It is assumed that there will not be more than twelve (12) separate parcels with exhibits/legal descriptions. Horizontal and Vertical datums will be the same as that used for the previous DNT NBFR design and construction.
- Roadway paving, grading and drainage for a two-lane SBFR that connects to the existing SBFR approximately 600' north of US380 and ends prior to a connection with FM428. Design a temporary one-lane crossover connection between the existing NBFR and the proposed SBFR for traffic connections at FM428. Design for cross street connections with the existing NBFR will be performed at Lovers Lane, First Street, Prosper Trail, Frontier Parkway and Light Farms Way. A temporary 500' 2-lane connection extending Light Farms Way to existing County Road #50 will also be included.
- Structural design for a bridge crossing over Doe Branch, bridge length not to exceed 1,000 linear feet. Design will include retaining walls along the existing west ROW line as necessary for the embankment of bridge abutments. Bridge shall include standard railing designs and substructure components.
- Geotechnical subsurface investigations, laboratory testing and design recommendations for bridge design, retaining wall design and pavement subgrade treatment.
- Hydraulic modeling for approximately 2,000 LF reach of Doe Branch and channel/overbank grading designs for maintaining appropriate 100-year water surface elevations upstream of the project. Hydrology and stream flow values will be based on models used for the hydraulic model performed for the NBFR design. Documentation for and processing of a FEMA CLOMR/LOMR is not included.
- Environmental documentation and permitting for required Section 404 permits. Prior natural resource evaluations and environmental assessment work for the existing

DNT extension corridor from US 380 to FM 428 included field surveys from 2002, 2006, and 2008. Halff will rely on the results and conclusions from these reports.

- Prepare an exhibit that includes a plan view and profile view for the modification of the Outer Loop and DNT interchange that allows for an at-grade connection of the frontage roads in “box” configuration. DNT ramping modifications between the Outer Loop and CR#7 (including profiles), DNT ML profile adjustment and southbound frontage road profiles will be shown.

B. TASK DESCRIPTIONS

1. Project Management

- a) CONSULTANT shall manage the work and keep the COUNTY apprised of the status of coordination efforts and any issues which could delay anticipated schedule. CONSULTANT shall respond to requests for information from the COUNTY as needed and for items commonly anticipated to be associated with this project scope. CONSULTANT shall occasionally visit the site during the design phase to make observations for changes in the DNT corridor, existing structures and adjacent property conditions.
- b) CONSULTANT shall coordinate with other agencies, including NTTA, CITY and/or consulting firm representatives to obtain updated information as necessary and to inform them of project specific information as approved by the COUNTY.
- c) CONSULTANT shall coordinate with utility companies as directed by Collin County to provide utility conflict analysis with the proposed improvements and provide electronic file data for relocation design.
- d) CONSULTANT shall submit plans and required permit information for TDLR review using an approved specialist and make necessary revisions to the plans to address accessibility comments.
- e) CONSULTANT shall prepare an exhibit detailing DNT main lane and frontage road changes at the interchange with the Outer Loop for the purpose of establishing a frontage road intersection “box” on the ground level and DNT mainlanes on the next level. Information will be prepared in the form of 11x17 exhibits for coordination and review with NTTA and will include NB and SB DNT frontage road profiles, two (2) ramp profiles and modifications to the DNT main lane profile, each for the area between Outer Loop and County Road 7 overpass. All information will be provided to the COUNTY in electronic format for the use of the Outer Loop design consultant to further develop the Outer Loop main lane profile and revised direct connector ramp alignments and profiles as necessary.

2. Data Collection

- a) CONSULTANT shall collect, review and distribute all available construction plan and existing right-of-way information pertinent to this scope of work for use in determining project alignment, costs and/or other constraints. CONSULTANT shall organize and provide all information gathered to the COUNTY in digital format. CONSULTANT will rely upon provided plans for the accuracy of improvements that cannot be verified by other means as provided for in the scope of work.
- b) CONSULTANT shall prepare and maintain a project design criteria list based on review of COUNTY, NTTA and CITY design manuals and/or construction standards to define the basis for SBFR design and cost information.

- c) CONSULTANT will perform SUE in accordance with ASCE CI/ASCE 38-02 "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data." This standard defines the following Quality Levels:
- i. Quality Level A: Precise horizontal and vertical location of utilities obtained by the actual exposure and surveyed measurement of subsurface utilities. Minimally intrusive excavation equipment is typically used to minimize the potential for utility damage.
 - ii. Quality Level B: Information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities.
 - iii. Quality Level C: Information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating this information to Quality Level D information.
 - iv. Quality Level D: Information derived from existing records or oral recollections.

CONSULTANT will perform up to four (4) Level A utility locates not to exceed a bury depth of 10' each and up to 15,000 linear feet of Level B and C locates, excluding overhead electric/communication along the west ROW which will be located by Level D observations and survey.

Exclusions:

- 1) Utility relocation designs and/or adjustments.
- 2) Work on private property and mapping of private utilities.

3. Geotechnical Engineering

- a) CONSULTANT shall perform a field investigation program for the purpose of determining design values for subgrade stabilization, potential subgrade movements, bridge design, retaining wall design and contractor bid information. Boring program shall generally consist of:
- i. Soil Borings will be taken at approximately 2,500 feet for subgrade and pavement design (approximately 6 borings to a depth of 15 feet below existing grade for pavement subgrade only and 7 borings to a depth of 15' below existing grade for culvert and pavement subgrade),
 - ii. Soil Borings will be taken at approximately 200' intervals for bridge foundation design (approximately 5 borings penetrating 20 feet into intact rock and 2 borings for wall foundation design to a depth 35 feet below existing grade,
 - iii. Soil borings will be taken at each cross street location for traffic signal foundation design (3 borings to a depth of 20' below existing grade).
- b) CONSULTANT will prepare boring logs classifying all depths and types of soils encountered and provide readings on water table values at the time of drilling.
- c) CONSULTANT will provide recommendations for subgrade stabilization using sampling and testing methods generally recognized and/or used by TxDOT for determining PI reduction, pH, sulfate content and potential vertical movement. Pavement designs shall be based on traffic volumes provided by Collin County.

Exclusions:

- 1) Testing for hazardous materials.
- 2) Construction material testing.

4. Environmental

The project will involve the placement of fill material in waters of the United States that will require authorization from the U.S. Army Corps of Engineers (USACE) pursuant to Section 404 of the Clean Water Act (Section 404). It is anticipated that the extent of impacts will be such that the project will require authorization via individual permit. However, the scope also includes provisions for a pre-application meeting with the USACE to exhaust any possibilities that the project could be authorized via nationwide permit. The following provides a general outline of the permit components involved in getting Section 404 authorization

- a) Jurisdictional Determination – CONSULTANT will delineate all waters of the United States between the western edge of right-of-way and the existing northbound frontage road (ultimate). This will serve as a baseline assessment for determining project impacts.
- b) Alternatives Analysis – The USACE must permit the least damaging practicable alternative. CONSULTANT will identify alternatives considered to the preferred alternative, and demonstrate that the proposed project is the least damaging practicable alternative.
- c) Threatened and Endangered Species – CONSULTANT will demonstrate the effect (or lack thereof) of the project to federal-listed species whose range is known to include Collin County. CONSULTANT will conduct an absence/presence survey for State listed aquatic species (primarily Mollusks) to satisfy Texas Parks and Wildlife assessment requirements. It is not anticipated that the project will have any effect on listed species.
- d) Mitigation Credit Assessment– CONSULTANT will conduct a functional assessment consistent with USACE Fort Worth District to determine necessary mitigation requirements through the use of regional mitigation banks in the DFW area. The project scope does not include the preparation of a permittee-responsible (i.e.; onsite or near-site) compensatory mitigation plan. CONSULTANT will assist the County with any correspondence or sharing of information between the bank sponsor and the County, and ensure that the USACE receives proper notification once credits have been acquired.
- e) Permit Preparation and Public Review/Comment – CONSULTANT will compile all permit documentation and submit to USACE for approval. CONSULTANT will prepare a public notice for the USACE which will be submitted to adjacent property owners along the corridor. A standard step in the review process is providing a summary report to USACE that responds to comments that may be received from landowners and/or reviewing agencies. Public Notice publication costs are not included.

5. Surveying

Upon approval of preliminary design plans, the CONSULTANT shall survey, render field notes, and prepare individual parcel exhibits for any additional ROW and/or easements needed for the Project. Exhibits shall include a standard signed and sealed exhibit and a reprint of the boundary information on color aerial photography. It is anticipated that the scope will include not more than four (4) Right-Of-Way documents and not more than four (4) Easement documents. Individual parcel exhibits shall be in both hard copy (8 1/2" x 11") and pdf format and shall be sealed, signed and dated by a Registered Professional Land Surveyor.

- a) Survey field efforts shall include:
 - i. Recover project control and establish new control as needed.

- ii. Locate boundary corners for parcels that will have R.O.W. and/or Easement takes.
 - iii. On-the-ground design surveying to supplement existing aerial topographic mapping, to include: profile (approx. 100-foot interval) along proposed west right-of-way line, detailed survey at major culverts, driveways, creeks or wetland areas, street intersections and similar critical features, along and/or crossing the project that will connect to or be directly impacted by the proposed construction.
- b) Survey office efforts shall include:
- i. Deed and right-of-way document research.
 - ii. Processing of field survey ties.
 - iii. Calculating boundaries for proposed R.O.W. and Easement takes.
 - iv. Preparation of Exhibits and Metes and Bounds Descriptions for proposed R.O.W. and Easement Takes.
 - v. Coordination between Engineer and Field Staff to ensure all necessary design surveying needs are met.

Exclusions:

- 1) Boundary Surveying, except as needed for tracts with proposed R.O.W and Easement takes.
- 2) Obtaining Right-of-Entry.
- 3) Title Commitments and/or Easement Research from same.

6. Drainage Studies

The project includes one bridge crossing of Doe Branch and is also anticipated to include eight (8) bridge class culvert crossings. All culvert crossings, bridge class or otherwise, shall be designed using the hydrologic and hydraulic data derived in the NBFR construction plans and are intend to be only that amount of culvert which is necessary to provide conveyance under the proposed SBFR project. CONSULTANT will coordinate with COUNTY, CITY and NTTA to confirm the culvert sizing and limits of construction for this project. CONSULTANT will be compensated with additional fees for the lengthening of culvert limits across the DNT right of way and/or for the preparation of revised hydrologic and hydraulic studies. CONSULTANT will use the hydrologic models for fully developed conditions provided by Carter Burgess, dated 9 January 2004, for Light Ranch as previously used for the design of the NBFR improvements at Doe Branch.

- a) CONSULTANT will coordinate with the COUNTY and CITY to prepare hydraulic models for Doe Branch that have been approximately modified from the existing NBFR bridge design models to reflect proposed construction of all DNT improvements as shown on NTTA's schematic plans and to incorporate new channels immediately adjacent to the DNT right of way corridor. Other tasks to be performed include the following:
- i. Convert the current effective conditions hydraulic model to HEC-RAS v. 4.1.0, if currently in HEC-2 format.
 - ii. Modify the proposed conditions model used for NBFR design and insert cross sections to create a revised existing conditions hydraulic model.
 - iii. Compare revised existing conditions results to prior model results from NBFR design.
 - iv. Modify revised existing conditions model to create a proposed conditions model, incorporating proposed design conditions and updated cross section

- data for the area immediately downstream of DNT based on channel section topographic survey.
- v. Prepare a hydraulic study in the form of a memorandum to delineate hydraulic impacts (water surface elevation, valley storage, and velocity) to ensure the project meets COUNTY, CITY and NTTA criteria.
 - vi. Modify proposed conditions model per COUNTY and CITY comments on preliminary design changes.
 - vii. Create digital copy of models and hydraulic study and provide to COUNTY, CITY and NTTA.
- b) CONSULTANT will prepare documentation and coordinate submittal to FEMA for a Doe Branch Letter of Map Revision (LOMR). The LOMR will be prepared and submitted after acceptance by COUNTY of the completed construction. CONSULTANT will perform required as-built surveys of the constructed conditions within the project limits and make necessary modifications to the proposed Doe Branch hydraulic model.

Exclusions:

- 1) FEMA review and map modification fees are not included.

7. Roadway Design

The CONSULTANT shall prepare and submit Design Plans for review and final construction documents using 11" X 17" format. 22" X 34" full-scale sheets will be provided at specific request only. Plans shall generally be prepared for 1"=100' on 11"x17" prints and 1"=60' or 1"=20' for specific areas requiring greater detail. Progress percentage Design Plans shall be approved by the COUNTY prior to the Engineer commencing with the preparation of the subsequent progress percentage Design Plans. Design Plans shall include, at a minimum, the following categories of information:

- Title Sheet
- Sheet Index
- Project Layout / Survey Control
- General Notes and Summary Quantity Tables
- Existing and Proposed Typical Sections
- Traffic Control Plan and Sequence Narrative
- Removal Plan
- Paving Plan/Profile
- Street Intersection Layouts with Contours
- Retaining Wall Layouts
- Offsite Drainage Area Map
- Roadway Drainage Area Map
- Runoff and Hydraulic Calculations
- Culvert and Storm Drain Plan/Profiles
- Erosion Control Layout
- Bridge Layout and Typical Sections
- Bridge Foundation and Framing Plans
- Bridge Abutment and Bent Details
- Bridge Slab Plan
- Signing and Pavement Markings
- Traffic Signal Plans

- Standard Drawings (no modifications anticipated to COUNTY, CITY, TxDOT, NTTA and/or NCTCOG standards)
- Earthwork Cross sections

Bridge design shall be accomplished using standard TX## precast concrete girders with approximate 80' spans to match the designs used for the existing NBFR bridge design at Doe Branch. Retaining walls will be incorporated in the abutment designs as necessary along the west right-of-way line and shall be based on TxDOT and/or approved contractor provided wall construction standard drawings. CONSULTANT shall be responsible for evaluating existing bearing capacities and global stability for proposed wall site conditions.

- Prepare bridge designs and construction drawings to include and be in accordance with the following:
 - i. Bridge Layout, sections and construction quantities.
 - ii. Bearing seat elevation calculations using TxDOT BGS software.
 - iii. Abutment designs and details according to AASHTO and the TxDOT Bridge Design and Detailing Manuals.
 - iv. Bent Cap designs and details according to AASHTO and the TxDOT Bridge Design and Detailing Manuals.
 - v. Girder designs and details according to AASHTO and the TxDOT Bridge Design and Detailing Manuals.
 - vi. Column designs and details according to AASHTO and the TxDOT Bridge Design and Detailing Manuals.
 - vii. Superstructure slab plans and typical sections including miscellaneous details
 - Prepare retaining wall drawings to include wall plan, layout and typical section. Wall plan and elevation layout shall be a scale of 1" = 100'. Provide design data necessary for contractor designed walls using mechanically stabilized means.
 - Prepare miscellaneous drainage structure designs and details that are not covered by standard design sheets.
- a) CONSULTANT shall prepare and submit plans for review at approximately 30%, 60% and 90% levels of completion. An estimate of probable construction cost shall be submitted with each progress plan set. Final plans shall be submitted for COUNTY approval prior to signing and sealing.
- b) CONSULTANT will prepare the Bid Proposal with assistance from the COUNTY which will provide all necessary contracts, bonds and other special conditions in electronic format for use in the project bid and construction documents. CONSULTANT will assist COUNTY in preparation of executable construction documents prior to contract award.
- c) CONSULTANT will provide bid phase services as follows:
- i. The CONSULTANT shall provide technical interpretation of the Bid Documents and shall prepare proposed responses to all contractors' questions and requests to be approved by the COUNTY. The responses may be in the form of addenda. The CONSULTANT shall conduct and document in writing a pre-bid meeting attended by potential contractors.
 - ii. The CONSULTANT shall assist the COUNTY in issuing Addenda to the Bid Documents and shall provide electronic files to be approved and distributed by the COUNTY.

- iii. The CONSULTANT shall assist the COUNTY in review of all bids and evaluate them for responsiveness and bid amount and prepare bid tabulation for all responsive bidders. The bid tabulation shall be delivered to the COUNTY in Excel and PDF format. The COUNTY shall make the final decision on the award of the contract for construction and the acceptance or rejection of all bids.
- iv. The CONSULTANT shall incorporate all addenda into contract documents and issue an original set of conformed project manual and plan sheets for record purposes. Not more than eight (8) copies of conformed documents shall be printed for construction distribution.

Exclusions:

- 1) Traffic counts and signal warrant studies.
- 2) Improvements to US 380 and FM428.
- 3) Sidewalk and pedestrian rail designs on bridge.
- 4) Special designs for aesthetic bridge elements.

9. Construction Phase Services – Not included at this time.

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EXHIBIT "B"

FEE SCHEDULE

Invoices will be transmitted to the County on a monthly basis based on a percentage of completion up to that time, and payments to the Engineer will be made as follows:

A derivation of the total contract fee amount is attached.

COLLIN COUNTY ENGINEERING
Dallas North Tollway 4A - Southbound Frontage Road Design
Project No. #####

Collin County Engineering Dallas North Tollway 4A - SBFR Fee Proposal- February 11, 2016	Labor Category																		hrs./sheet	All	All	Print	Plot	Deliv./Travel	Misc	All	All
	Project Mgr.	Principal	Sr. Civil Eng.	Civil Eng.	Civil EIT	Civil CADD	Sr. Struct. Eng.	Struct. Eng.	Struct. CADD / GIS	Sr. Env. Scientist	Env. Scientist	Survey RPLS	Survey SIT	Survey Crew	Clerical	SUE Crew	SUE Coordinator										
	Team Member	Hourly Billing Rate	All	All	All	All	All	All	All	All	All	All	All	All	All	All	All										
Task Description	Scope Reference	Plan Sheets																	Total Manhour	Total Labor \$	\$0.50	\$5.00			Total Expense \$	Total \$	
1.0 PROJECT MANAGEMENT / COORDINATION																											
1.a monthly status report, site visit and County meetings (6)	-	40		8	16	8									16				88	\$16,080	200	20	\$100	\$300		\$16,380	
1.b design coordination meetings with Cities/Consultants (6)	-	24		12	8	24	16								8				96	\$14,476	200	20	\$100	\$300		\$14,776	
1.c utility relocation coordination and misc exhibits	-	4			8	16	8								4			8	48	\$6,108	100	10	\$50	\$150		\$6,258	
1.d TDLR submittal and review	-	4			2	4	8	8							4				30	\$3,880	600		\$2,600	\$2,750		\$6,430	
1.e prepare exhibits for Outer Loop interchange mod.	-	4		8	16	24	16								2				70	\$9,478	200		\$100	\$200		\$9,678	
2.0 DATA COLLECTION																											
2.a collection and distribution of existing plans	-	4			16	24	8								8				60	\$7,536	1000		\$200	\$700		\$8,236	
2.b review City/NTTA standards and prepare design criteria	-	2			4	8		2	4										20	\$3,662	50			\$25		\$3,677	
2.c SUE locating and mapping	-				2	4	16						2	16	4	66	30		130	\$17,198	200		\$4,000	\$4,100		\$21,298	
3.0 GEOTECHNICAL																											
3.a geotechnical investigation, testing and report (HVJ)	-				2	4		2							2				10	\$1,450	600	50	\$118,748	\$119,248		\$120,698	
3.b designer review and comment on geotechnical report	-	4			2	4		2	4										16	\$3,028	50	5	\$50	\$100		\$3,128	
4.0 ENVIRONMENTAL																											
4.a identify and map WVOUS - prepare USACE data sheets	-				2					16	24	72		2		16			132	\$16,476	200	10	\$500	\$650		\$17,126	
4.b alternatives analysis	-	2				4				8	8					2			26	\$3,672	60			\$25		\$3,697	
4.c T&E species	-										8	16				4			26	\$3,510	50			\$25		\$3,535	
4.d mitigation credit assessment	-									4	4	8				4			20	\$2,366	100			\$50		\$2,416	
4.e public involvement/permit coordination	-	2				4				8	40	80				24			168	\$20,512	600	50	\$1,000	\$1,500		\$22,012	
5.0 SURVEY																											
5.a field work	-				4	8								4	240	2			268	\$40,634	50	5	\$500	\$550		\$41,084	
5.b office work and parcel preparation	-	4			8	16							40	160		8			236	\$28,400	300	30	\$133	\$433		\$28,933	
6.0 DRAINAGE STUDY																											
6.a Doe Branch hydraulic study for bridge design	1	4	2	16	120	40	8			16						8			214	\$31,592	200	10	\$100	\$250		\$31,842	
6.b LOMR	-	4	2	8	40	64				24				4	16	16			178	\$23,492	600	20	\$200	\$550		\$24,042	
7.0 DESIGN / PLAN SET PREPARATION																											
7.1 General																											
a. title sheet	2			4	8		12												12	24	\$3,212	100		\$50		\$3,262	
b. sheet index	1			4	8		8												24	24	\$2,964	200	50	\$350		\$3,314	
c. project layout / survey control	3	2		4	16	8	24						4	8					22	66	\$9,488	20		\$10		\$9,498	
d. general notes	2	4		16	8		8	8	4										24	48	\$8,584	50		\$25		\$8,609	
e. bid item summaries	8	4		8	16	48	32	4	8										16	120	\$16,736	50	10	\$75		\$16,811	
7.2 Roadway																											
a. typical sections	8	4		16	32	64	48												20.5	164	\$21,080	100	20	\$160		\$21,230	
b. removal plan	6			4	12	24	48		8										16	96	\$11,236	60		\$30		\$11,266	
c. geometric data	4			8	32	16	16												18	72	\$10,112	40		\$20		\$10,132	
d. paving plan / profile	18	8		36	72	108	72												16.44	286	\$39,796	180		\$90		\$39,886	
e. misc. details	2			8	24	16	24												36	72	\$9,552	20		\$10		\$9,562	
f. roadway grading & layout	18	8		18	36	72	108												13.44	242	\$29,392	180		\$90		\$29,482	
7.3 Drainage																											
a. offsite drainage area map	2	4		8	16	8	16												26	52	\$7,488	20		\$10		\$7,498	
b. roadway drainage area map	6			4	12	36	24												12.67	76	\$9,088	60		\$30		\$9,118	
c. runoff, inlet and storm drain computations	4			4	24	40	8												19	76	\$10,024	40		\$20		\$10,044	
d. culvert hydrologic / hydraulic data	1			12	48	24	8												92	92	\$13,712	10		\$5		\$13,717	
e. storm drain plan / profile	12			12	36	72	48												14	168	\$20,940	120		\$60		\$21,000	
f. storm drain profile	4			8	16	32	16												18	72	\$9,376	40		\$20		\$9,396	
g. drainage structural details	2				8														28	66	\$9,680	20		\$10		\$9,690	
h. culvert layouts	16			16	48	64	108		8	24	16								14.76	236	\$28,244	160		\$80		\$28,324	
i. erosion control plan - SW3P	6			6	24	48	36												19	114	\$13,908	60		\$30		\$13,938	
j. Doe Branch channel plan/profile	2	4		8	16	32	16												38	76	\$10,248	20		\$10		\$10,258	
7.4 Traffic Control																											
a. phase narrative	1	2		4	16	4	4												30	30	\$4,668	10		\$5		\$4,673	
b. advanced warning layout	2			2	4	8	12												13	26	\$3,072	20		\$10		\$3,082	
c. cross street phase layouts (6 locations)	12	4		24	72	48	96												20.33	244	\$31,712	120		\$60		\$31,772	
d. misc TCP details / temporary detours	2			4	8	16	24												26	52	\$6,144	20		\$10		\$6,154	
7.5 Retaining Walls																											
a. wall notes	1			4	12		6	4											26	26	\$4,166	10		\$5		\$4,166	
b. wall layouts	4	4		24	48	16	64												39	156	\$21,266	40		\$20		\$21,276	
c. misc. details and wall sections	2			4	8				8	16		32							34	68	\$9,832	20		\$10		\$9,842	
7.6 Bridges																											
a. bridge layout and sections	6	4							40	140	140								54	324	\$47,432	60		\$30		\$47,462	
b. quantity summary	1								8	12	16								36	36	\$6,376	10		\$5		\$6,381	
c. foundation plan	2								8	16	24								24	48	\$6,880	20		\$10		\$6,890	

COLLIN COUNTY ENGINEERING
Dallas North Tollway 4A - Southbound Frontage Road Design
Project No. #####

	Labor Category	Project Mgr.	Principal	Sr. Civil Eng.	Civil Eng.	Civil EIT	Civil CADD	Sr. Struct. Eng.	Struct. Eng.	Struct. CADD / GIS	Sr. Env. Scientist	Env. Scientist	Survey RPLS	Survey SIT	Survey Crew	Clerical	SUE Crew	SUE Coordinator	hrs /sheet								
Collin County Engineering																											
Dallas North Tollway 4A - SBFR																											
Fee Proposal - February 11, 2016	Team Member	All	All	All	All	All	All	All	All	All	All	All	All	All	All	All	All	All									
	Hourly Billing Rate	\$218.00	\$240.00	\$208.00	\$161.00	\$115.00	\$91.00	\$212.00	\$168.00	\$104.00	\$170.00	\$125.00	\$175.00	\$105.00	\$160.00	\$75.00	\$140.00	\$135.00									
	Task Description	Scope Reference	Plan Sheets																	Total Manhour	Total Labor \$		Print \$0.50	Plot \$5.00	Deliv./Travel Misc.	All Total Expense \$	All Total \$
	d. abutment details	6						16	60	100										29.33	176	\$23,872	60			\$30	\$23,902
	e. bent details	4						32	24	64										30	120	\$17,472	40			\$20	\$17,492
	f. framing plan	8						24	64	120										26	208	\$28,320				\$26	\$28,320
	g. slab plan and deck details	12						32	120	140										24.33	292	\$41,664	120			\$60	\$41,664
	h. misc. details	2						8	16	24										24	48	\$6,880	20			\$10	\$6,890
7.7 Striping and Signing																											
	a. striping and signing plans	8	2		8	16	48	32												13.26	108	\$13,108	80			\$40	\$13,148
	b. misc. marking and sign details	1			4	16	16		4											40	40	\$4,612	10			\$5	\$4,617
7.8 Traffic Signals																											
	a. signal layouts	6	8		48	96	24	48												37.33	224	\$34,312	60			\$30	\$34,342
	b. signal phasing	6			24	72	12	24												22	132	\$20,148	60			\$30	\$20,178
	c. power supply, conduit and wiring layout	3	4		12	48	24	24											8	40	120	\$17,120	30			\$15	\$17,135
7.9 Standard Drawings																											
	a. select, review and modify appropriate standards	60	4		8	16	24	8	8	16	8									1.633	92	\$13,816	200			\$100	\$13,916
7.10 Earthwork Cross Sections																											
	a. summary sheets	2				12	24	8												22	44	\$6,420	20			\$10	\$6,430
	b. XS sheets	80	4		32	64	96	32												2.85	228	\$31,784		60		\$250	\$32,034
	c. produce / check DTM point file data	-			4	8	16														28	\$3,960				\$3,960	
7.a Plan Review Submittals and Cost Estimates			24	6	36	48	66	24	16	24	12						12				288	\$40,084	6000	\$200	\$3,200	\$43,284	
7.b Bid Proposal Documents					16	24											24				72	\$10,736	3000	\$100	\$1,600	\$12,336	
7.c Bid Phase Services			24		8	16	24	16	4	8	4						8				112	\$16,896	6000	\$200	\$3,200	\$20,096	
8.0 CONSTRUCTION PHASE																											
NIC																											
Subtotal Summary																											
1.0 PROJECT MANAGEMENT / COORDINATION		76		30	66	90	48									34		8		332	\$ 48,022	1200	60	\$ 2,650	\$ 3,700	# \$ 52,722	
2.0 DATA COLLECTION		6		4	28	28	24	2	4					2	16		12	56	30	210	\$ 28,386	1250		\$ 4,200	\$ 4,925	# \$ 33,211	
3.0 GEOTECHNICAL		4		4	4	4			4	4						2				26	\$ 4,478	650	55	\$ 118,798	\$ 119,348	# \$ 123,826	
4.0 ENVIRONMENTAL		4			10					36	84	176		2		60				362	\$ 46,468	900	60	\$ 1,500	\$ 2,250	# \$ 48,716	
5.0 SURVEY		4			12	24							40	164	240	10				494	\$ 68,934	350	35	\$ 633	\$ 693	# \$ 69,917	
6.0 DRAINAGE STUDY		8	4	24	160	104	8			40				4	16	24				392	\$ 55,064	700	30	\$ 300	\$ 800	# \$ 65,864	
7.0 DESIGN / PLAN SET PREPARATION		358	130	6	482	1100	1176	1118	228	668	700					44		8	26.47	6552	\$ 782,434	18080	150	\$ 600	\$ 10,290	# \$ 772,724	
8.0 CONSTRUCTION PHASE																											
TOTAL		368	232	10	624	1368	1416	1198	234	676	776	84	176	44	180	272	176	66	46	7368	\$1,014,804	23030	380	\$128,781	\$142,196		\$1,157,000

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EXHIBIT "C"

INFORMATION TO BE PROVIDED BY THE COUNTY

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

EXHIBIT "D"

INSURANCE REQUIREMENTS

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

1.1.1 Commercial General Liability insurance at minimum combined single limits of (\$1,000,000 per-occurrence and \$2,000,000 general aggregate) for bodily injury and property damage, which coverage shall include products/completed operations at \$2,000,000 per occurrence. Coverage must be written on an occurrence form.

1.1.2 Workers Compensation insurance at statutory limits, including employers liability coverage at \$500,000. In addition to these, the contractor must meet each stipulation below as required by the Texas Department of Insurance, Division of Workers' Compensation. (Note: If you have questions concerning these requirements, you are instructed to contact the DWC at (512)440-3789).

1.1.2.1 Definitions: Certificate of coverage ("certificate"); A copy of a certificate of authority of self-insure issued by the commission, or a coverage agreement (DWC-81, DWC-82, DWC-83, OR DWC-84), showing statutory workers compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.1.3 Commercial Automobile Liability insurance shall be no less than \$1,000,000 combined single limits per accident for bodily injury and property damage, including owned, non-owned, and hired vehicle coverage.

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

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

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

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

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

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

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

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

1.4.1 A financial rating of A-VII or better as assigned by the BEST Rating Company or equivalent.

1.5 Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:

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

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

EXHIBIT "E"

AFFIDAVIT OF REGULATION OF CONFLICTS OF INTEREST

The undersigned declares and affirms that during the term of this contract they will maintain compliance as defined in Vernon's Texas Codes Annotated, Local Government Code Title 5, Section C, Chapter 171.

I further understand and acknowledge that the existence of a conflict of interest at any time during the term of this contract will render the contract voidable.

Name of Engineer: HALFF ASSOCIATES, INC.
 Title of Officer: VICE PRESIDENT
 Signature of Officer: Dennis Satri
 Date: 14 MARCH 2016

ACKNOWLEDGMENT

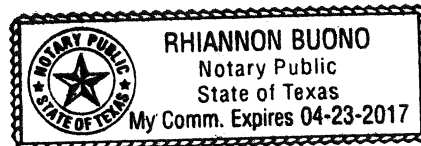
STATE OF TEXAS }
 }
 COUNTY OF Dallin }

BEFORE ME, on this day personally appeared Dennis Satri, known to me (or proved to me on the oath of _____ or through TXDL (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 14th day of March, 2016.

Rhiannon Buono
 Notary Public, State of Texas

Rhiannon Buono
 Printed Name



My Commission expires on the 23rd day of April, 2017.