



COLLIN COUNTY

**Engineering Services, Geotech and Materials
Testing for Roads and Buildings**

RFQ 2017-247

**J. D. Griffin, CPPB
Jack Hatchell Administration Building
2300 Bloomdale Road, Ste. 3160
McKinney, TX 75071**

**(P) 972-548-4116 (F) 972-548-4694
jgriffin@collincountytx.gov**

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 means may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid/proposal non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other means.

LEGAL NOTICE

By order of the Commissioners' Court of Collin County, Texas, submittals will be received by the Purchasing Agent, 2300 Bloomdale Road, Ste. 3160, McKinney, TX 75071 until **2:00 P.M. Thursday, July 20, 2017 for Engineering Services, Geotech and Materials Testing for Roads and Buildings (RFQ 2017-247)**. Prospective offerors may obtain detailed specifications and other documents at the Office of the Purchasing Agent: Jack Hatchell Administration Building, 2300 Bloomdale Road, Suite 3160, McKinney, TX 75071, (972) 548-4165 or by going to <https://collincountytx.ionwave.net>. The Commissioners' Court reserves the right to reject any and all submittals.

ATTENTION: CLASSIFIEDS
BILL TO: ACCOUNT NO 06100315-00

NOTICE TO PUBLISHERS: Please publish in your issue on Thursday, June 29, 2017, and Thursday, July 6, 2017. A copy of this notice and publisher's affidavit must accompany the invoice when presented for payment.

| | |
|------------|---------------------------|
| NEWSPAPER: | <u>Plano Star Courier</u> |
| DATE: | <u>June 27, 2017</u> |
| FAX: | <u>972-529-1684</u> |

Collin County, Texas

Bid Information

Bid Owner JD Griffin, CPPB Buyer II
Email jgriffin@co.collin.tx.us
Phone (972) 548-4116
Fax (972) 548-4694

Bid Number 2017-247
Title Engineering Services, Geotech
and Materials Testing for Roads
and Buildings

Bid Type RFQ
Issue Date 06/27/2017
Close Date 7/20/2017 02:00:00 PM (CT)

Contact Information

Address 2300 Bloomdale Rd.
Ste. 3160
McKinney, TX 75071

Contact JD Griffin, CPPB Buyer II
Department Purchasing
Building Admin. Building
Floor/Room Ste.3160
Telephone (972) 548-4116
Fax (972) 548-4694
Email jgriffin@co.collin.tx.us

Ship to Information

Address See Purchase Order
McKinney, TX 75071

Contact
Department
Building
Floor/Room
Telephone
Fax
Email

Supplier Information

Company Name _____
Contact Name _____
Address _____

Telephone _____
Fax _____
Email _____

Supplier Notes

The undersigned hereby certifies the foregoing qualifications submitted by the company hereinafter called "offeror" is the duly authorized agent of said company and the person signing said qualification has been duly authorized to execute same. Offeror affirms that they are duly authorized to execute this contract; this company; corporation, firm, partnership or individual has not prepared this qualification in collusion with any other offeror or other person or persons engaged in the same line of business; and that the contents of this qualification as to terms and conditions of said qualification have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this qualification.

Signature _____

Date ____ / ____ / ____

Bid Notes

Please log in to view RFQ documents.

Bid Activities

| Date | Name | Description |
|-------------------------|------------------|---|
| 7/14/2017 05:00 PM (CT) | Intent to Submit | Do you intend to submit a response to this RFQ? |

Bid Messages

Bid Attachments

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

| # | Filename | Description |
|--------|------------------|--------------|
| Header | LEGAL_NOTICE.doc | Legal Notice |

| | |
|--------|---|
| Header | General Instructions - Qualifications General_Instructions_Qualifications.docx |
| Header | Terms of Contract - Qualifications Contract_Qualifications.docx |
| Header | RFQ 2017-247_GEOTECH.doc RFQ Specification |
| Header | Attachment A-Sample PSA.docx Attachment A-Sample PSA |
| Header | HB23 CIQ.docx Information Regarding Conflict of Interest Questionnaire |
| Header | CIQ_113015.pdf Conflict of Interest Questionnaire |
| Header | W9_2014.pdf W-9 |
| Header | Bid Document.pdf Bid Document (Complete only if submitting a manual response) |

Bid Attachments Requested

The following attachments are requested with this opportunity

| # | Required | Specified Attachment |
|---|----------|---|
| 1 | YES | RFQ Response |
| 2 | NO | W-9 |
| 3 | NO | Conflict of Interest Questionnaire |
| 4 | NO | Bid Document : If submitting a manual response, please complete the bid document. |

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 | Insurance | I understand that the insurance requirements of this solicitation are required and a certificate of insurance shall be submitted to the Purchasing department if I am awarded all or a portion of the resulting contract. Please initial. | _____ (Required) |
| 3 | 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) |
| 4 | 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. | _____ (Required) |

Please initial.

- 5 Disclosure of Certain Relationships Chapter 176 of the Texas Local Government Code _____ (Required)
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.
- 6 Anti-Collusion Statement Bidder certifies that its Bid/Proposal is made without prior _____ (Required)
understanding, agreement, or connection with any corporation, firm, or person submitting a Bid/Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.
- No premiums, rebates or gratuities permitted; either with, prior to, or after any delivery of material or provision of services. Any such violation may result in Agreement cancellation, return of materials or discontinuation of services and the possible removal from bidders list.
- Please initial.
- 7 Disclosure of Interested Parties Section 2252.908 of the Texas Government Code requires _____ (Required)
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.
- 8 Notification Survey In order to better serve our offerors, the Collin County _____ (Required)
Purchasing Department is conducting the following survey. We appreciate your time and effort expended to submit your bid. Should you have any questions or require more information please call (972) 548-4165.

How did you receive notice of this request?
 Valid Responses: [Please Select], Plano Star Courier, Plan Room, Collin County eBid Notification, Collin County Website, Other

9 Qualification Acknowledgement

Offeror acknowledges, understands the specifications, any _____ (Required) and all addenda, and agrees to the terms and conditions and can provide the minimum requirements stated herein. Offeror acknowledges they have read the document in its entirety, visited the site (if necessary), performed investigations and verifications as deemed necessary, is familiar with local conditions under which work is to be performed and will be responsible for any and all errors in statement submittal resulting from Offeror's failure to do so.

Please initial.

Line Items

| # | Qty | UOM | Description | Response |
|---|-----|-----|----------------------------------|------------------------------------|
| 1 | 1 | | Please upload your RFQ response. | \$ _____ (Optional) No Price |

Item Notes: If required to enter a price, 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 (91st) 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.
- 2.31 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.
- 2.32 Disclosure of Interested Parties: 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.

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.

3.0 GENERAL INFORMATION AND REQUIREMENTS:

Collin County is soliciting information from qualified geotechnical and material testing firms for various types of services and testing that may be required on existing and upcoming County projects to include Road and Bridge construction and County Facility construction testing. The firm will be selected based upon qualifications and firm's ability to respond to services. Selected firm(s) shall perform such services as set forth and described. It is the intent of Collin County to select a firm(s) specializing in Road and Bridge Construction material testing and in Facility Construction Testing. Selected firm(s) must have ability to respond to County's need for testing requirements without delay for purpose of maintaining integrity of project schedules.

Collin County will enter into a contract for one (1) year beginning October 1, 2017 and continuing through and including September 30, 2018 with the option of two (2) one (1) year renewals.

Delivery times for services will be discussed prior to each project and if the agreed delivery times are not met, Collin County reserves the right to go elsewhere for testing services.

- 3.1 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.
- 3.2 TYPE OF CONTRACT: Any contract resulting from this solicitation will be in the form of the Owner's Standard Professional Services Agreement. (See Attachment A)
- 3.3 EVALUATION OF QUALIFICATIONS: The evaluation of the Qualifications shall be based on the requirements described in this RFQ. All properly submitted Qualifications will be reviewed, evaluated, and ranked by the Owner. Qualifications shall not include any information regarding respondent's fees, pricing, or other compensation.
- 3.4 OWNER'S RESERVATION OF RIGHTS: The Owner may evaluate the Qualifications based on the anticipated completion of all or any portion of the Project/s. The Owner reserves the right to divide the Project/s into multiple parts, to reject any and all Qualifications and re-solicit for new Qualifications, or to 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.

- 3.5 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.
- 3.6 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.

| |
|---|
| 4.0 SCOPE OF SERVICES – ROAD AND BRIDGE: |
|---|

Collin County will need various amounts and types of construction materials testing (laboratory and field) and quality control inspections to include, but not limited to the following categories:

- 4.1 Soils:
 - 4.1.1 Atteberg limits
 - 4.1.2 Proctors
 - 4.1.3 Moisture-Density Relationships
 - 4.1.4 Lime series
 - 4.1.5 Gradations
 - 4.1.6 On site inspections
- 4.2 Subgrade, Preparations, Base Material, Test & Inspections:
 - 4.2.1 Material Acceptance Test
 - 4.2.2 Moisture- Density Relationship
 - 4.2.3 Field Density Test
 - 4.2.4 On site Inspections
- 4.3 Concrete:
 - 4.3.1 Material Acceptance Test
 - 4.3.2 Mix designs & conformations
 - 4.3.3 Field testing
 - 4.3.4 Sampling for slump
 - 4.3.5 Air entrainment
 - 4.3.6 Unit weight
 - 4.3.7 Compressive strengths
 - 4.3.8 Flexural strengths
 - 4.3.9 Cores
- 4.4 Nondestructive Testing (Upon Request Only):
 - 4.4.1 Shop-Penetrant

4.4.2 Field-Ultrasonic and Penetrant

4.5 Other Test & Inspections:

4.5.1 Drilled Pier Inspection

4.6 The above listing must not be taken as all inclusive regarding test and procedures. Additional information or tests beneficial to the project should be noted in the information submittal. The final and actual specification sections and work may vary.

5.0 QUALIFICATIONS – ROAD AND BRIDGE:

5.1 Collin County will consider the qualifications of offeror's personnel to provide services in accordance with applicable standards such as those outlined by:

5.1.1 ANSI

5.1.2 ASTM

5.1.3 ACI

5.1.4 AWS

5.1.5 Manual of testing procedures published by the Texas State Highway Department

6.0 TECHNICAL BASIS – ROAD AND BRIDGE:

6.1 SOILS TESTING AND INSPECTION

6.1.1 Compaction density test:

6.1.1.1 Standard Proctor, ASTM-D698

6.1.1.2 Frequency of testing:

6.1.1.2.1 Compaction density testing as required by Engineer

6.1.1.2.2 A minimum of one compaction density test per lift.

6.1.2 Construction material minimum standards:

6.1.2.1 Texas State Department of Highways and Public Transportation, "Standard Specifications for Construction of Highways, Streets and Bridges, 1993, 1995 and 2004," as amended to date.

7.0 SCOPE OF SERVICES – FACILITY CONSTRUCTION

7.1 Collin County will need various amounts and types of construction materials testing (laboratory and field) and quality control inspections to include, but not limited to the following categories:

- 7.1 Soils:
 - 7.1.1 Atteberg limits
 - 7.1.2 Proctors
 - 7.1.3 Moisture-Density Relationships
 - 7.1.4 Lime series
 - 7.1.5 Gradations
 - 7.1.6 On-site inspections

- 7.2 Subgrade, Preparations, Base Material, Test & Inspections:
 - 7.2.1 Material Acceptance Test
 - 7.2.2 Moisture- Density Relationship
 - 7.2.3 Field Density Test
 - 7.2.4 On-site Inspections

- 7.3 Concrete:
 - 7.3.1 Material Acceptance Test
 - 7.3.2 Mix designs & conformations
 - 7.3.3 Field testing
 - 7.3.4 Sampling for slump
 - 7.3.5 Air entrainment
 - 7.3.6 Unit weight
 - 7.3.7 Compressive strengths
 - 7.3.8 Flexural strengths
 - 7.3.9 Cores

- 7.4 Nondestructive Testing (Upon Request Only):
 - 7.4.1 Shop-Penetrant
 - 7.4.2 Field-Ultrasonic and Penetrant

- 7.5 Other Test & Inspections:
 - 7.5.1 Drilled Pier Inspection

- 7.6 The above listing must not be taken as all inclusive regarding test and procedures. Additional information or tests beneficial to the project should be noted in the information submittal. The final and actual specification sections and work may vary.

| |
|--|
| 8.0 QUALIFICATIONS – FACILITY CONSTRUCTION: |
|--|

Collin County will consider the qualifications of offeror's personnel to provide services in accordance with applicable standards such as those outlined by:

- 8.1 ANSI
- 8.2 ASTM
- 8.3 ACI

8.4 AWS

9.0 SUBGRADE AND BASE MATERIAL TESTING AND INSPECTION – FACILITY CONSTRUCTION

9.1 Items included in test/inspections: Items which will require testing/inspection under this section will include:

9.1.1 Compaction testing of subgrades for building

9.1.2 Compaction density test:

9.1.2.1 Standard Proctor, ASTM-D698

9.1.2.2 Frequency of testing:

9.1.2.2.1 Compaction density testing as required by Engineer.

9.2 CONCRETE TESTING AND INSPECTION

9.2.1 Items included in test/inspections: Items which will require testing/ inspection under this section will include:

9.2.1.1 Concrete for miscellaneous site improvements and utilities.

9.2.1.2 All concrete foundations (including drilled piers).

9.2.1.3 All structural concrete in building.

9.2.2 Testing standards:

9.2.2.1 ASTM-C30: Compressive strength of cylindrical concrete specimens.

9.2.2.2 ASTM-C31: Making and curing concrete test specimens in the field.

9.2.2.3 ASTM-C42: Obtaining and testing drilled cores and sawed beams of concrete.

9.2.2.4 ASTM-C109: Test of compressive strength of Hydraulic Cement Mortars.

9.2.2.5 ASTM-C138: Test for unit weight, yield and air content (Gravimetric) of concrete.

9.2.2.6 ASTM-C143: Test for slump of Portland Cement concrete.

9.2.2.7 ASTM-C173: Test for air content of freshly mixed concrete by the Volumetric method.

9.2.2.8 ASST.-C192: Making and curing concrete test specimens in the Laboratory.

9.2.2.9 ASST.-C231: Test for Air content of freshly mixed concrete by the pressure method.

9.2.2.10 ASST.-E329: Inspection and testing agencies for concrete, steel and Bituminous material as used in construction.

9.2.2.11 ACE 318: Building code requirements for reinforced concrete.

9.3 FREQUENCY OF TESTING

Per applicable ACE or other governing code requirements, please specify frequency assumptions in your submittal.

9.4 TESTING CONCRETE IN PLACE

9.4.1 Testing impact hammer, sonoscope or other nondestructive device: Such tests shall be used to determine relative strengths at various locations in structure as an aid for selecting areas to be cored. Such test, unless properly calibrated and correlated with other test data, will not be used as a basis for acceptance or rejections.

9.4.2 Core test: (As requested by the Architect/Engineer) Obtain and test largest practical diameter cores (2 in (50mm) minimum), in accordance with ASTM-C42. If concrete in structure will be dry under service conditions, air dry cores (temperature 60 to 80 deg F.) (16 to 26 deg C.) relative humidity less than 60 percent for seven (7) days before test. Test dry. If concrete in structure will be more than superficially wet under service conditions, test cores after moisture conditioning.

9.4.2.1 Take at least three (3) representative cores from each member or area of concrete in place that is considered potentially deficient. Location will be determined by Architect/ Engineer.

9.5 DRILLED PIER INSPECTIONS

9.5.1 Items included in test/inspections: Items which will require testing/inspections under this section will include:

9.5.1.1 Visual inspection of pier hole bottoms to confirm condition and adequacy of bearing strata.

9.5.1.2 Testing of drilled pier concrete is to be included above.

10.0 QUALIFICATIONS SUBMITTAL FORMAT

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

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

- 10.1 Provide a statement of interest including a narrative describing the Prime Firm's unique qualifications as they pertain to this request.
- 10.2 Provide a statement on the availability and commitment of the Prime Firm assigned principal(s) and professionals to undertake projects.
- 10.3 Provide a brief history of the Prime Firm including when the firms were established, type of ownership and office locations. If more than one office is listed indicate the office that will manage the project. If the firm has changed name or ownership with in the last three (3) years indicate the former name.
- 10.4 Provide a listing of number of professional staff by discipline located in the office that will manage projects.
- 10.5 Provide an Organization Chart for the team proposed for projects.
- 10.6 Provide resumes of key personnel from the Prime Firm who will be assigned to projects. Resumes limited to two (2) pages per person.

PRIME FIRM'S ABILITY TO PROVIDE SERVICES

- 10.7 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.
- 10.8 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.
- 10.9 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.
- 10.10 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.

- 10.11 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 architectural or engineering services.

RESPONDENT'S PERFORMANCE ON PAST REPRESENTATIVE PROJECTS

- 10.12 List a maximum of five (5) projects for which you have provided services that are most related to this project. List the projects in order of priority, with the most relevant project listed first. For all consultants named in the response indicate the projects they also worked on. Provide the following information for each project listed:
- 10.12.1 Project name, location and description
 - 10.12.2 Final project size in gross square feet
 - 10.12.3 Type of construction (new, renovation, or expansion)
 - 10.12.4 Description of professional services Prime Firm provided for the project
 - 10.12.5 Name of Project Manager (individual responsible to the Owner for the overall success of the project)
 - 10.12.6 References (for each project listed above, identify the following):
 - 10.12.7.1 The Owner's name and representative who served as the day-to-day liaison during the design and construction phases of the project, including telephone number and e-mail
 - 10.12.7.2 Contractor's name and representative who served as the day-to-day liaison during the pre-construction and/or construction phase of the project, including telephone number and e-mail.
 - 10.12.7.3 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.

RESPONDENT'S KNOWLEDGE OF BEST PRACTICES

- 10.13 Describe the Prime Firm's quality assurance program. Provide specific examples of how these techniques or procedures were used for any combination of three (3) projects listed in response to 10.12.
- 10.14 Describe the way in which your firm develops and maintains work schedules to coordinate with the Owner's project schedule. For any combination of three (3) projects listed in response to Criteria 10.12, provide examples of how these techniques were used.

- 10.15 Describe the types of records, reports, monitoring systems, and information management systems, which 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 10.12.

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

- 10.16 For any three (3) of the projects listed in response to 10.12, describe any conflicts with the Owner, Consultants, Contractor, or subcontractors, and describe the methods your firm used to resolve those conflicts.

| |
|------------------------------|
| 11.0 RANKING CRITERIA |
|------------------------------|

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

| DESCRIPTION | POINTS |
|---|---------------|
| 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 |
| TOTAL | 100 |

| |
|--|
| 12.0 FORMAT FOR STATEMENT OF QUALIFICATIONS |
|--|

GENERAL INSTRUCTIONS

- 12.1 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.
- 12.2 Qualifications shall be a MAXIMUM of fifty (50) PRINTED PAGES. The cover, table of contents, divider sheets, and signature page do not count as printed pages.
- 12.3 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.
- 12.4 Qualifications and any other information submitted by respondents in response to this RFQ shall become the property of the Owner.
- 12.5 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. Respondents submit Qualifications at their own risk and expense.
- 12.6 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.
- 12.7 The Owner makes no representations of any kind that an award will be made as a result of this RFQ. The Owner reserves the right to accept or reject any or all Qualifications, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFQ when deemed to be in Owner's best interest.
- 12.8 Qualifications shall consist of answers to questions identified in Section 10 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.
- 12.9 Failure to comply with all requirements contained in this Request for Qualifications may result in the rejection of the Qualifications.

ELECTRONIC SUBMISSION (Preferred)

12.10 Qualifications may be uploaded to Collin County eBid, <https://collincountytx.ionwave.net> or submitted via flash drive or CD-ROM.

12.11 Additional attachments shall NOT be included with the Qualifications. Only the responses provided by the respondent to the questions identified in Section 10 of this RFQ will be used by Collin County for evaluation.

12.12 Bookmark each criteria response to Section 10 of this RFQ for easy reference.

MANUAL SUBMISSION PAGE SIZE, BINDING, DIVIDERS, AND TABS:

12.13 Qualifications shall be printed on letter-size (8-1/2" x 11") paper and GBC assembled. No three ring binders.

12.14 Additional attachments shall NOT be included with the Qualifications. Only the responses provided by the respondent to the questions identified in Section 3 of this RFQ will be used by the Owner for evaluation.

12.15 Separate and identify each criteria response to Section 10 of this RFQ by use of a divider sheet with an integral tab for ready reference.

TABLE OF CONTENTS:

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

PAGINATION:

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

| |
|-----------------------|
| 13.0 SIGNATURE |
|-----------------------|

This execution of offer must be completed, signed, and returned with the respondent's qualifications. Failure to complete, sign and return this execution of offer with the qualifications may result in rejection of the 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.

13.1 REPRESENTATIONS

By signing below, Respondent represents and warrants that:

- 13.1.1 the Qualifications and all statements and information prepared and submitted in response to this RFQ are current, complete, true and correct;
- 13.1.2 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;
- 13.1.3 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;
- 13.1.4 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
- 13.1.5 no compensation has been received for participation in the preparation of this RFQ (ref. Section 2155.004 Texas Government Code);
- 13.1.6 Respondent complies with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action;
- 13.1.7 to the best of its knowledge, no member Collin County Commissioners' Court or Elected official has a financial interest, directly or indirectly, in the Project; and
- 13.1.8 each individual or business entity proposed by Respondent as a member of its team that will engage in the practice of engineering or architecture will be selected based on demonstrated competence and qualifications only.

- 13.2 REQUESTED DOCUMENTATION INCLUDED?
- 13.3 ORIGINAL AND FOUR (4) COPIES INCLUDED IF SUBMITTING MANUALLY
- 13.4 ALL QUESTIONS ADDRESSED IN REQUIRED FORMAT?
- 13.5 COMPLETED SIGNATURE?

TYPE OR PRINT:

| | |
|------------------------------------|--------------------------------------|
| _____ | _____ |
| FIRM NAME | AUTHORIZED REPRESENTATIVE & TITLE |
| _____ | PHONE: (____) _____ |
| STREET ADDRESS and/or P.O. BOX NO. | A/C PHONE NUMBER |
| _____ | FAX: (____) _____ |
| CITY/STATE/ZIP CODE | A/C FAX NUMBER |
| _____ | _____ |
| FIRM'S TAX IDENTIFICATION NUMBER | E-MAIL ADDRESS |

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

PROFESSIONAL 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 “Firm”, to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the County desires to engage the services of the Firm to perform related engineering services in connection with Geotechnical and Material Testing Services for Roads and Buildings in Collin County, hereinafter referred to as the “Project”; and

WHEREAS, the Firm 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:

I. Retention of the Firm

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

II. Scope of Services

2.1 The parties agree that Firm 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 Firm will serve as the County’s professional engineering representative under this Agreement, providing professional engineering, consultation, advice and furnishing customary services incidental thereto. The Firm 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 Firm 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 Firm 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 Firm’s personnel at a construction site, whether as on-site representatives or otherwise, do not make the Firm 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 Firm 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 Firm will make periodic recommendations for periodic construction progress payments to the construction contractor. Recommendations by the Firm to the County for periodic construction progress payments to the construction contractor will be based on the Firm'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 Firm agrees, if required by project, to provide a complete and coordinated set of drawings and specifications for the construction of the Project, if required by 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 Firm 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 Firm, if required by the project, 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 Firm 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. Firm shall not be considered in default of this Agreement for delays in performance caused by circumstances beyond its reasonable control. Should such circumstances occur, the Firm 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 Firm 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 Firm's control, or delay authorized by the County pending arbitration, or by other causes which the County and Firm agree may justify delay, then the Contract Time shall be reasonably extended by Change Order. 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 Firm's sole remedy for any delays or suspension shall be any extension of time. The County shall not be independently liable to the Firm 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 Firm 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 "C" and thereby made a part of this Agreement. Firm further agrees that it will prepare and present such monthly progress reports and itemized statements per the fee schedule described in said Exhibit "C". Payment will be made in accordance with The Texas Government Code, Title 10, Subtitle F, Chapter 2251. Firm further agrees to the following terms prior to payment being due by County:

A. Invoice and Payment

- (1) The Firm shall provide the County sufficient documentation to reasonably substantiate the invoices.
- (2) The Firm 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 Firm, prior to the Firm'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 Firm as required for the Firm's performance of its services. The Firm 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 Firm to acquaint itself with the available information will not relieve the Firm 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 Firm.

VI. Progress Meetings

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

Firm 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

Firm 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 Firm 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 Firm 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 Firm further agrees that the assignment or subletting or any portion or feature of the services required in the performance of this Agreement shall not relieve the Firm from its full obligations to the County as provided by this Agreement.

XI. Audits and Records/Prohibited Interest

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

11.2 The Firm 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 Firm shall execute the Affidavit shown in Exhibit "F". Firm 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 Firm 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 Firm. In the event of such termination without cause, Firm shall deliver to County all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Firm in connection with this Agreement. Firm shall have the right to terminate this Agreement upon thirty (30) days written notice to County in the event of the County's breach of any material term of this Agreement, including but not limited to compensation and method of payment. Regardless of which party initiates termination, Firm shall be entitled to compensation for any and all services completed to the satisfaction of County in accordance with the provisions of this Agreement prior to termination.

XIII. Ownership of Documents

Original drawings and specifications (Instruments of Service) created by Firm are the property of the Firm; however, the Project is the property of the County, and Firm may not use the drawings and 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 Firm, Firm will revise drawings to reflect significant changes made during construction as per the marked-up prints, drawings, and other data furnished to the Firm by or through the County or Contractor. Firm 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 Firm'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 Firm to be complete and accurate. As such, Firm 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 Firm shall not be liable for the use of such drawings for any project other than the Project described herein.

XIV. Complete Contract

14.1 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 Firm.

14.2 Warranties contained in this Agreement are in addition to and not in lieu of, any and all other liability imposed upon the Firm by law with respect to the Firm's duties, obligations, and performance hereunder. The Firm'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 Firm acknowledges that the County is relying upon the Firm's skill and experience in performing the services pursuant to this Agreement.

XV. Mailing of Notices

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

Collin County Purchasing Department
J. D. Griffin, CPPB
2300 Bloomdale Rd., Suite 3160
McKinney, TX 75071

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

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.

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

E. Severability

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

F. Effective Date

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

G. Term of Agreement

The term of 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 Firm.

H. Observe and Comply

Firm 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. Firm agrees to defend, indemnify and hold harmless County and all of its officers, agents, and employees from and against all claims or liability arising out of the violation or any such order, law, ordinance, or regulation, whether it be by itself or its employees.

I. Expenses for Enforcement

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

WITNESS OUR HANDS AND SEALS on the date indicated below.

COLLIN COUNTY, TEXAS

Date: _____

By: _____

Michalyn Rains, CPPO, CPPB
Purchasing Agent
Court Order No.

Date: _____

By: _____

Title: _____

ACKNOWLEDGMENT

STATE OF TEXAS }
 }
COUNTY OF _____ }

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2017.

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 the _____ day of _____, 2017.

Notary Public, State of Texas

Printed Name

My Commission expires on the _____ day of _____, _____.

EXHIBIT "A"

SCOPE OF SERVICES

- 1.0 Collin County will need various amounts and types of construction materials testing (laboratory and field) and quality control inspections to include, but not limited to the following categories:
 - 1.1 Soils:
 - 1.1.1 Atteberg limits
 - 1.1.2 Proctors
 - 1.1.3 Moisture-Density Relationships
 - 1.1.4 Lime series
 - 1.1.5 Gradations
 - 1.1.6 On-site inspections
 - 1.2 Subgrade, Preparations, Base Material, Test & Inspections:
 - 1.2.1 Material Acceptance Test
 - 1.2.2 Moisture- Density Relationship
 - 1.2.3 Field Density Test
 - 1.2.4 On-site Inspections
 - 1.3 Concrete:
 - 1.3.1 Material Acceptance Test
 - 1.3.2 Mix designs & conformations
 - 1.3.3 Field testing
 - 1.3.4 Sampling for slump
 - 1.3.5 Air entrainment
 - 1.3.6 Unit weight
 - 1.3.7 Compressive strengths
 - 1.3.8 Flexural strengths
 - 1.3.9 Cores
 - 1.4 Nondestructive Testing (Upon Request Only):
 - 1.4.1 Shop-Penetrant
 - 1.4.2 Field-Ultrasonic and Penetrant
 - 1.5 Other Test & Inspections:
 - 1.5.1 Drilled Pier Inspection
 - 1.6 The above listing must not be taken as all inclusive regarding test and procedures. Additional information or tests beneficial to the project should be noted in the information submittal. The final and actual specification sections and work may vary.

EXHIBIT "B"

COMPLETION SCHEDULE

This agreement shall be effective upon execution by both parties and shall be in effect beginning on October 1, 2017 and continue through and including September 30, 2018 with two (2) optional one (1) year renewals.

Project Schedule will be determined by each individual project.

SAMPLE

EXHIBIT "C"

PAYMENT SCHEDULE

Invoices will be transmitted to the County on a monthly basis based on a percentage of work completed at that time. The Fee Schedule for Services is shown on the next page.

SAMPLE

EXHIBIT "D"

INFORMATION TO BE PROVIDED BY THE COUNTY

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

SAMPLE

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 including but not limited to the coverage indicated below. Coverage shall not exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability.

- Each Occurrence: \$1,000,000
- Personal & Adv Injury: \$1,000,000
- Products/Completed Operation: \$1,000,000
- General Aggregate: \$2,000,000

1.1.2 **Workers Compensation** insurance as required by the laws of Texas, and Employers’ Liability.

Employers’ Liability

- Liability, Each Accident: \$500,000
- Disease-Each Employee: \$500,000
- Disease – Policy Limit: \$500,000

1.1.3 **Commercial Automobile Liability** insurance including owned, non-owned, and hired vehicles used in connection with the contract.

- Combined Single Limit – Each Accident: \$1,000,000

1.1.4 **Professional/Errors & Omissions Liability** insurance with 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.

- Each Occurrence/Aggregate: \$1,000,000

1.1.5 **Umbrella/Excess Liability** insurance.

- Each Occurrence/Aggregate: \$1,000,000

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

1.2.1 A waiver of subrogation in favor of Collin County, its officials, employees, volunteers and officers shall be for General Liability, Commercial Automobile Liability and Workers’ Compensation.

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

1.2.3 All insurance policies shall be endorsed to require the insurer to immediately notify Collin County of any decrease in the insurance coverage limits.

1.2.4 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.

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

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

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

1.4 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:

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

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

SAMPLE

EXHIBIT "F"

AFFIDAVIT OF REGULATION OF CONFLICTS OF INTEREST

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

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

Name of Firm _____

Title of Officer _____

Signature of Officer _____

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 _____, 2017.

Notary Public, State of Texas

Printed Name

My Commission expires on the _____ day of _____, _____.

INFORMATION REGARDING **CONFLICT OF INTEREST QUESTIONNAIRE**

During the 79th Legislative Session, House Bill 914 was signed into law effective September 1, 2015, which added Chapter 176 to the Texas Local Government Code. Recent changes have been made to Chapter 176 pursuant to HB23, which passed the 84th Legislative Session. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with Collin County, including family, business, and financial relationships such persons may have with Collin County officers or employees involved in the planning, recommending, selecting and contracting of a vendor for this procurement.

For a copy of Form CIQ and CIS:

http://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

The vendor acknowledges by doing business or seeking to do business with Collin County that he/she has been notified of the requirements under Chapter 176 of the Texas Local Government Code and that he/she is solely responsible for complying with the terms and conditions therein. Furthermore, any individual or business entity seeking to do business with Collin County who does not comply with this practice may risk award consideration of any County contract.

For a listing of current Collin County Officers:

<http://www.collincountytexas.gov/government/Pages/officials.aspx>

The following County employees will be involved in the planning, recommending, selecting, and contracting for the attached procurement:

Department/Evaluation Team:

Bill Burke – Director of Building Projects

Jon Kleinheksel – Director of Public Works

Jeff Durham – Special Projects Parks and Projects Manager

Purchasing:

Michalyn Rains – Purchasing Agent

Sara Hogle, CPPB – Asst. Purchasing Agent

J. D. Griffin – Buyer II

Commissioners' Court:

Keith Self – County Judge

Susan Fletcher – Commissioner Precinct No. 1

Cheryl Williams – Commissioner Precinct No. 2

Chris Hill – Commissioner Precinct No. 3

Duncan Webb – Commissioner Precinct No. 4

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.

