

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 prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the future extension of Park Boulevard from F.M. Highway 2514 (Parker Road) east to State Highway 78 in Wylie, Texas, hereinafter referred to as the "Project"; and;

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

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

1. Retention of the Engineer

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

II. Summary of Tasks and Scope of Services

2.1 The parties agree that Engineer shall perform such services as are set forth herein and described in Exhibits "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. Engineer shall not be considered in default of this Agreement for delays in performance caused by circumstances beyond its reasonable control. Should such circumstances occur, the Engineer shall, within a reasonable time of being prevented from performing, give written notice to the County describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

3.2 In the event that the Engineer is delayed in the progress of the work on the Project by an act or neglect of the County, County's employees, or separate contractors employed by the County, or by changes ordered in the Project, fire, adverse weather conditions not reasonably anticipated, unavoidable casualties or other causes beyond the Engineer's control, or delay authorized by the County pending arbitration, or by other causes which the County and Engineer agree may justify delay, then the Contract Time shall be reasonably extended by Contract Amendment. The County shall have the right at any time to delay or suspend the work or any part

thereof for any reasonable time and if this happens, the Engineer's sole remedy for any delays or suspension shall be any extension of time. However, should the delay continue for more than one year past the original completion date in the completion schedule, the Engineer may request to renegotiate their professional fee provided that the fee is reasonable and substantiated by documents showing the need for the requested increase. Any request for a fee increase shall be submitted to Collin County Commissioners' Court for final approval. The County shall not be independently liable to the Engineer for any delay or interference caused by circumstances beyond the County's control or any delay caused by any other person or entity.

IV. Compensation and Method of Payment

The parties agree that Engineer shall be compensated for all services provided pursuant to this Agreement in the amount and manner described and set forth in the Payment Schedule attached hereto as Exhibit "B" and thereby made a part of this Agreement. Engineer further agrees that it will prepare and present such monthly progress reports and itemized statements as are described in said Exhibit "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 has reviewed and inspected the Project sites, and can fully perform its obligations pursuant to this Agreement. Any failure of the Engineer to acquaint itself with the available information will not relieve the Engineer from its responsibilities pursuant to this Agreement.

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

VI. Progress Meetings

In addition to providing the monthly progress reports as required under Paragraph IV herein above, Engineer agrees to attend all monthly progress meetings scheduled by County, and at such meetings to outline work accomplished and special problem or delays encountered in connection with the Project during the previous report period, as well as planned work activities and special problems and delays anticipated for the next report period. The Engineer agrees to cooperate and coordinate with other design professionals, the County and its contractors to help facilitate efficient construction of the Project and maintain the Project schedule.

VII. Insurance

Engineer agrees to meet all insurance requirements as set forth on Exhibit "D" which is attached hereto and thereby made a part of this Agreement.

VIII. Indemnity

8.1 The Engineer agrees to the fullest extent permitted by law, to indemnify and hold harmless the County and its officers, agents and employees of and from damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, arising out of or occasioned by Engineer's breach of any of the terms or provisions of this Agreement, or by any other negligent act, error or omission of the Engineer, its agents, servants, employees, subcontractors, licensees, invitees, or any other persons or entities for whose acts the Engineer is legally liable.

8.2 In claims against any person or entity indemnified under this Section 8.1 by an employee of the Engineer, anyone directly or indirectly employed by the Engineer or anyone for whose acts the Engineer may be liable, the indemnification obligation under this Section 8.1 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Engineer under workers' compensation acts, disability benefit acts or other employee benefit acts.

IX. Independent Contractor

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

X. Assignment and Subletting

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

XI. Audits and Records/Conflict of Interest

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

11.2 The Engineer agrees that it is aware of the conflict of interest requirements of the state law which are applicable to persons entering into contracts with the County and will abide by the same. Further, a lawful representative of Engineer shall execute the Affidavit shown in Exhibit "F". Engineer understands and agrees that the existence of a conflict of interest during the term of this Agreement will render the agreement voidable.

11.3 The Engineer acknowledges to the County that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interest, direct or indirect, in property abutting the proposed Project and business relationships with persons or entities with interest in abutting properties.

XII. Contract Termination

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

XIII. Cost Estimates

The parties recognize and agree that any and all Engineer's estimates of probable construction costs (estimates) prepared by Engineer in connection with the Project represent the best judgment of Engineer as a design professional familiar with the construction industry, but that the Engineer has no control over costs or the price of labor, equipment or materials or over the Contractor's methods of pricing and does not guarantee that any bids solicited or received in connection with the Project will not vary from estimates prepared by Engineer.

XIV. Ownership of Documents

Original drawings and specifications (Instruments of Service) created by Engineer are the property of the Engineer; however, the Project is the property of the County, and Engineer may not use the drawings and specifications for any purpose not relating to the Project without County's consent. County shall be furnished with such reproductions of drawings and specifications as County may reasonably require. Upon completion of the services or any earlier

termination of this Agreement under Article XII, and payment in full of all monies due Engineer, Engineer will revise drawings to reflect significant changes made during construction as per the marked-up prints, drawings, and other data furnished to the Engineer by or through the County or Contractor. Engineer will promptly furnish the County with one (1) complete set of reproducible record prints. All such reproductions shall be the property of the County who may use them without the Engineer's permission for any proper purpose relating to the Project, including but not limited to, maintenance of the Project, additions to the Project, or completion of the Project. The aforementioned revisions will be based upon information supplied by the County's construction contractor and will be assumed by Engineer to be complete and accurate. As such, Engineer shall not be responsible for errors or omissions resulting therefrom. Prints shall be furnished, as an additional service, at any other time requested by County. The County may use such drawings in any manner it desires; provided, however, that the Engineer shall not be liable for the use of such drawings for any project other than the Project described herein.

XV. Complete Contract

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

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

XVI. Mailing of Notices

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

Collin County Engineering
Attn: Clarence Daugherty, PE
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, PE
3803 Parkwood Blvd., Ste. 800
Frisco, TX 75034

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

sending party.

XVII. Miscellaneous

A. Paragraph Headings

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

B. Interpret Contract Fairly

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

C. Venue/Governing Law

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

D. Parties Bound

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

E. Severability

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

F. Effective Date

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

G. Term of Agreement

The term of Agreement shall conform to the schedule as stipulated in Exhibit "A" attached herein. No other extension shall be authorized unless granted by written agreement between the County and Engineer.

H. Observe and Comply

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

I. Expenses for Enforcement

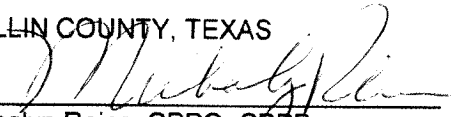
In the event either Party hereto is required to employ an attorney to enforce the provisions of this Agreement or is required to commence legal proceedings to enforce the

provisions hereof, the prevailing Party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.

WITNESS OUR HANDS AND SEALS on the date indicated below.

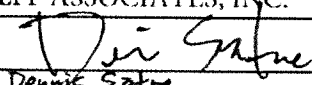
Date: 11/26/18

COLLIN COUNTY, TEXAS

By: 
Michalyn Rains, CPPO, CPPB
Purchasing Agent
Court Order No. 2018-989-11-19

Date: 26 November 2018

HALFF ASSOCIATES, INC.

By: 
Dennis Satre
Title: Vice - President

ACKNOWLEDGMENT

STATE OF TEXAS }
COUNTY OF COLLIN }

BEFORE ME, _____ on this day personally appeared Dennis Satre of Halff 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 26th day of November, 2018.

Rhannon Buono
Notary Public, State of Texas

Rhannon Buono
Printed Name

My Commission expires on the 23rd day of April, 2021.

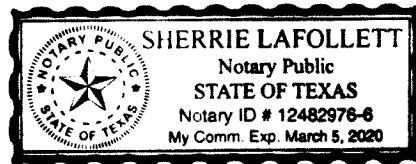
STATE OF TEXAS }
COUNTY OF COLLIN }

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 26 day of November, 2018.

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, TEXAS
FOR
PARK BOULEVARD EXTENSION

A. PROJECT DESCRIPTION

The COUNTY proposes to construct Park Boulevard from FM2514 (Parker Road) to SH78 which consists of approximately 13,300 linear feet of a 4-lane divided concrete pavement section, including a grade separation at the KCS rail lines, that will accommodate an ultimate 6-lane facility within a 120' wide right of way. Services by the CONSULTANT shall include all aspects of the work set forth in the following scope of services.

The parameters for planning and design of the improvements shall include the following:

1. Coordination with TxDOT for a roadway connection to FM2514 (Parker Road). Consultant will prepare an alternate intersection study to determine an option for prioritizing movements from the north leg of Parker Road to the east leg of Park Boulevard, said option likely being positioned north of the current Park / Parker intersection. Design scope will be modified in the future if an optional intersection location is selected.
2. A roadway intersection at existing Park Boulevard and FM2514 shall be designed to configure lanes in a manner that is consistent with the configuration of Park Boulevard to the west of FM2514 and the existing elevations of FM2514. Designs shall include traffic signal improvements and appropriate traffic control plans for FM2514. Designs for any improvements to add ultimate lanes and/or shoulders to FM2514 are not included.
3. Design of Park Boulevard as a new location facility from FM2514 to Skyview Road at a point approximately 2,000 feet east of Paul Wilson Road. Designs shall include work extending 200' north and south along and within the existing Paul Wilson Road right of way for intersection improvements that will not include traffic signal design. Design shall include the termination and abandonment of a portion of Skyview by use of a new cul-de-sac. CONSULTANT shall coordinate with North Texas Municipal Water District (NTMWD) and Oncor Transmission (ONCOR) and shall prepare customary documents to obtain permission to construct Park Boulevard across existing NTMWD and ONCOR facilities. Designs for the relocation or adjustment of any existing utilities impacted by Park Boulevard construction are not included. Designs of the Park Boulevard east of Paul Wilson will use the previous preliminary design drawings submitted to USACE as the basis for final design.

4. Design of Park Boulevard as an expansion of existing Skyview Drive and Forrest Ross Road from a point approximately 2,000' east of Paul Wilson Road to an intersection with Forrest Ross Road. CONSULTANT shall coordinate with NTMWD regarding the reconstruction of the existing treatment plant access driveways and design intersection improvements to match the existing alignment and elevation within 50' of the proposed Park Boulevard right of way. Designs of the Park Boulevard east of Paul Wilson will use the previous preliminary design drawings submitted to USACE as the basis for final design. Designs shall include necessary structural and grading improvements to be accomplished within the proposed right of way and temporary construction easements. Designs shall include grading only improvements at one off-site location on adjacent USACE property. CONSULTANT shall prepare a separate set of construction and maintenance plans/bid documents for the restoration of prairie grasses on USACE property in accordance with the proposed non-statutory mitigation plan previously submitted to USACE. CONSULTANT shall prepare documentation for the USACE required construction license and address all documentation comments from USACE. CONSULTANT shall assemble a Pre-Construction Notification (PCN) document for the entire corridor relying on the prior documentation provide USACE in the Detailed Information Report (DIR). A new PCN based on updated jurisdictional waters determinations and/or Individual Permit application is not included. Designs shall include the reconstruction of the existing intersections with Lynda Lane, Skyview Drive and the USACE East Fork Park entrance drive to match existing pavement alignments and elevations within 50' of the proposed Park Boulevard right of way. Designs shall include the reconstruction of Skyview Drive between proposed Park Blvd Extension and the USCAE entrance to East Fork Park as a 3-lane collector. CONSULTANT shall coordinate with North Texas Municipal Water District (NTMWD) and shall prepare customary documents to obtain permission to construct Park Boulevard across existing NTMWD properties.
5. Design of Park Boulevard as a new location facility from the intersection with Forrest Ross Road to a point approximately 300 southeast of Spencer Lane. Intersection at Spencer Lane shall be non-signalized and no improvements to Spencer Lane are included.
6. Design of Park Boulevard across the KCS intermodal yard tracks and reconstruction of existing Spring Creek Parkway to a point approximately 500' northwest of the existing intersection of SH78 and Kreymer Lane. CONSULTANT shall coordinate with the Kansas City Southern Railroad (KCS) regarding structural and geometric design requirements for the construction of bridge facilities that cross KCS rail tracks north of Centennial Drive. CONSULTANT shall prepare customary documentation for KCS review and approval. Designs shall also include the construction of retaining walls along existing Spring Creek Parkway and termination of Centennial Drive with a new cul-de-sac and driveway that maintains access to the existing Armory property. Designs for any temporary or permanent improvements to SH78 are not included.

7. Survey scope shall include parcel descriptions for modified right of way and/or abandonments. Survey for and preparation of subdivision plats is not included.
8. Designs shall include replacement of existing sidewalks and barrier free ramps. New sidewalks and ramps shall be installed to meet CITY requirements along with ADA and TDLR requirements.
9. CONSULTANT shall design a continuous roadway illumination system throughout the project limits comprised of a single row of centerline median poles on approximately 180' centers.
10. CONSULTANT shall prepare Construction Erosion Control Plans for the project designs. Preparation of formal Stormwater Pollution Prevention Plans and associated permit documents including NOI and NOT are not included.
11. Typical scale of full-size plans is to be: 1"=20' Horizontal; 1"=5' Vertical.
12. Submittals to the COUNTY of work-in-progress shall be at 30%, 65%, 90%, and 100% stages of completion. For each stage of review, two (2) full size (22" X 34") and four (4) half size (11" X 17") sets of drawings will be furnished to the COUNTY along with a CD containing PDFs of the plan sheets.
13. Standards and typical construction details of the City of Wylie and TxDOT may be referred to in the specifications and on the drawings. Special details that are not included as a standard shall be included in plans and/or specifications.
14. Assist the COUNTY in preparing applications/letters/plan sets to be distributed to any entity for review purposes.

The CONSULTANT shall perform the necessary engineering and related technical services for the Design and Construction Phase Services, including necessary Additional Services for development of this Project according to the following sections of this Contract.

B. TASK DESCRIPTIONS – SCOPE OF SERVICES

I. Preliminary Engineering

- A. Data Collection - Obtain pertinent utility plans, street plans, plats, right-of-way maps, existing easement information, contour maps, and other features within and pertaining to the Project area from the COUNTY and City of Wylie. The CONSULTANT will also coordinate with franchise utilities in the area and obtain record information where available. Existing Project conditions shall also be documented using digital photography and/or video. Perform site visit to obtain necessary information/confirm information obtained from other sources.

1. Subsurface Utility Engineering
 - a. Halff will perform SUE in accordance with ASCE CI/ASCE 38-02 "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data."
 - b. Locating (Vacuum Excavation) – Level A: Up to twenty (20) test holes will be performed on the various utilities as identified by the appropriate utility owner. Halff will dig an approximately 12" x 12" test hole, record the depth, take a digital picture of the identified utility take a measurement between the utility and the top of the ground, backfill and compact the hole, and restore the surface to its original condition. An iron rod with cap or "x-cut" will be set to mark the location of the test hole.
 - c. Designating – Level B: Halff will designate, mark and field survey up to 35,000 linear feet of utilities, if tonable and/or accessible, in support of the proposed project designs using geophysical prospecting equipment and reference to established survey control. Designating (Quality Level B) Services are inclusive of Quality levels C and D.
 - d. Traffic Control: Halff will provide routine/ordinary traffic control consisting of cones and free-standing signage for this project. The scope does not include lane closure(s), flag person(s), arrow board(s) and changeable message board(s). Halff will use standard Texas Manual on Uniform Traffic Control Devices (TMUTCD) traffic control details when appropriate.
- B. Pre-Design Conference - Meet with COUNTY engineering staff to review Project requirements, design criteria, communication procedures, Project scheduling, personnel, and other pertinent matters that may impact the Project. Additional meetings will be scheduled throughout the length of the Project.
- C. Signal Warrant Study – CONSULTANT will prepare a signal warrant study related to the intersection of Park Blvd and Parker Rd (FM 2514). Warrant Study will include review of applicable warrants per the TMUTCD and preparation of warrant study report
- D. Preliminary Engineering Design – Prepare preliminary engineering plans with submittals at thirty percent (30%) and sixty-five percent (65%) completion. The preliminary engineering design phase will include the following:
 1. Utilizing information obtained from the data collection (Section I.A) and the field survey (Section V.A), the CONSULTANT will prepare preliminary plans including the following:
 - a. Locations of existing utilities, infrastructure, buildings, property lines, landscaping, and other pertinent information.

- b. Establish preliminary horizontal and vertical alignments for paving improvements.
 - c. Delineate drainage areas and make evaluations as to the extent of drainage facilities required for the project.
 - d. Establish preliminary locations for drainage, water, and sewer lines.
 - e. Establish right-of-way and easement needs. Final documents for right-of-way and/or easement acquisition shall be provided along with the sixty-five percent (65%) plan submittal.
 - f. Determine any conflicts with private property including fences, mailboxes, driveways, sidewalks, landscaping, etc., and provide preliminary replacement or alternate design options if required.
 - g. Preliminary engineering plan sheets shall meet COUNTY and City of Wylie standard criteria.
2. Work with affected franchise utilities to obtain accurate information for horizontal and vertical data of existing facilities and identify those to be protected or relocated.
3. Prepare updated estimated construction quantities and opinion of probable construction costs for thirty percent (30%) and sixty-five percent (65%) submittals, as shown on Exhibit "E" which is attached hereto and incorporated herein by reference and made a part hereof as if repeated verbatim. Present any potential alternatives, which may provide cost savings to the COUNTY.
4. Submit electronic plans sets to franchise utility companies at sixty-five percent (65%) completion stage and meet with franchise utilities, if required, to communicate project details and identify known conflict points.
5. Meet with the COUNTY and City of Wylie to discuss preliminary plans and estimates at scheduled intervals. Discuss preliminary construction sequencing, utility adjustments, traffic control, property access, and construction storm water runoff issues.
6. Attend public meetings, if required, to communicate project details to citizens, commissioners court, or other interested parties. COUNTY shall provide for meeting location and notices.

II. Final Engineering

- A. Final Engineering Design – Incorporating comments from the COUNTY, City of Wylie, franchise utilities and other interested parties; prepare final engineering plans and specifications with submittals at ninety percent (90%) and one-hundred percent (100%) completion. The final engineering design phase will include the following:
 1. Revise and complete preliminary drawings.

2. Prepare final construction sequencing, traffic control and access plans.
 3. Prepare storm water runoff control plans to comply with any federal, state, or local requirements.
 4. Incorporate standard details into the plans and prepare additional details as required. Provide cross-section drawings for roadways.
 5. Final engineering plan sheets shall meet COUNTY and City of Wylie standard criteria.
- B. Project Manual – prepare project manual including bidding requirements, proposal, bid schedule, special conditions, and technical specifications using COUNTY standard contract forms and standard specifications.
- C. Final Submittal – Prepare updated estimated construction quantities and opinion of probable construction costs and submit two (2) sets of full size (22" X 34"), ten (10) half size (11" X 17") sets of the engineering plans and five (5) sets of the project manual, along with revised estimates and a CD containing PDFs of the plan sheets to the COUNTY for review.
1. Submittals will occur at ninety percent (90%) and one hundred percent (100%) completion stages.
 2. Supply one (1) set of plans (hardcopy) and bid documents (both hard copy and electronic copy) to COUNTY purchasing department prior to advertisement.

III. Bid Phase Services

- A. Bidding Process – Assist the COUNTY with the bidding process as follows:
1. Draft Advertisement language for bids.
 2. Attend pre-bid conference if required by the COUNTY.
 3. Address questions from the proposed bidders during the bidding process and issue addenda as necessary.
 4. Prepare tabulation sheet for the bid opening and assist the COUNTY in securing, opening, tabulating, and analyzing bids received.
 5. Prepare final bid tabulations based upon the bids received and furnish electronic bid tabulation sheet along with recommendations on the award of the contract to the lowest qualified bidder. Recommendations will be based upon the following criteria:
 - a. Past work history.
 - b. Financial resources.
 - c. Physical resources to complete the Project.

IV. Special Services

A. Surveying for Engineering Design – Perform necessary surveying operations for the complete design of the Project as outlined in this Exhibit A, Scope of Services. Surveying for design shall include the following:

1. Establish horizontal and vertical control using City of Wylie criteria.
2. Tie right-of-way lines and corners, property lines and corners, trees six (6) inches in diameter and larger, fence lines, and other visible surface features within the disturbance limits of the construction work.
3. Topographic Information including cross sections of the existing ground features as needed for design.
4. Horizontal and vertical location of all existing facilities within the Project limits including existing paving, driveways, sidewalks, buildings, mailboxes, landscaping, etc.
5. Tie existing visible franchise utilities and appurtenances, and public utilities such as water valves, fire hydrants, manholes, etc.
6. Tie underground utilities if exposed.
7. Provide detailed tree survey (where applicable).

B. Right-of-Way / Easement Documents – The CONSULTANT's scope of work does not include revision of existing right of way documents to correct accuracy deficiencies. Surveying for ROW shall include the following:

1. Prepare metes and bounds descriptions for the acquisition of all modified right-of-way and additional easements necessary for the construction of the Project. Submit three (3) copies of right-of-way documents to the COUNTY at the sixty-five percent (65%) plan submittal.
2. Establish proposed easement and right-of-way corners on the ground (one-time) for utility relocation purposes.
3. Provide individual Right-of-Way Parcel Maps for modified right-of-way and additional easements showing adjacent properties with ownership and existing and proposed right-of-way and easements. Fees are based on the assumption that approximately 30 parent tracts must be tied and solved, and 50 separate ROW and/or easement descriptions with exhibits will be prepared.
4. Provide Right-of-Way staking at 100 ft stations and property corners for franchise utility relocation purposes (one time per parcel as needed).
5. Update and confirm previously prepared exhibits and legal descriptions for USACE tracts in conformance with Outgrant agreement requirements.

C. Geotechnical Investigation – CONSULTANT will rely on the previously prepared geotechnical data for project structures located on USACE lands. Provide additional geotechnical investigation through sub-contract services with a qualified geotechnical engineering firm to perform the following:

1. Determine design recommendations for bridge foundations at the KCS facilities overpass location.
2. Determine design recommendations for retaining walls located along existing Spring Creek Parkway.
3. Determine parameters for proposed cut and fill slopes based on standard stability criteria.
4. Determine pavement subgrade stabilization measures and depths of treatment for various ranges of anticipated shrink-swell related movement at the surface of the pavement.

D. Construction Administration - CONSULTANT is neither scoped nor authorized to perform construction phase services.

E. Environmental Services –

1. Environmental Evaluation

CONSULTANT shall make field observations and collect data as necessary to prepare all documentation and perform all coordination for permitting the Project in accordance with local, state and federal regulations. Observations and data collection of the natural environment shall generally be limited to the areas previously covered by the DIR submitted to USACE. Sampling and testing of soil materials for the purposes of identifying the presence of hazardous materials will not be performed. CONSULTANT shall prepare PCN document using the DIR project report data only and will assist COUNTY in acquiring mitigation credits by fee payment from an appropriate mitigation bank. No updated field survey determinations concerning the Project's permanent impact on Waters of the United States (WOUS) are included. It is anticipated that the approved Project design will not impact jurisdictional WOUS above any threshold that would restrict the use of a Section 404 nationwide permit for compliance. A Section 404 individual permit is not included in the Project scope.

2. NCTCOG Environmental Checklist

CONSULTANT will prepare an "Environmental Review Checklist for Local Projects" in accordance with the North Central Texas Council of Governments (NCTCOG) guidelines and compile relevant documents prepared by Consultant and/or as prepared and provided

V. Exclusions

The scope of services identified herein specifically excludes the following items, however, these items can be provided if necessary with a revision to scope of work and fees as agreed between COUNTY and CONSULTANT in writing:

A. Plats;

- B. Title Searches;
- C. Legal opinions, audits and financial reports;
- D. Preparation and coordination of a Section 404 individual permit application and supporting documentation;
- E. Preparation of compensatory mitigation construction plans and technical specifications including performance of mitigation monitoring and preparation of mitigation monitoring reports;
- F. Public hearings;
- G. Fees for permits, document reviews and mitigation credits;
- H. Construction phase administrative and inspection;
- I. Designs for Trench Safety;
- J. Designs for structural steel bridge spans and or cantilevered prestressed concrete spans;
- K. Railroad shoo-fly designs;
- L. Masonry screen wall, Sound attenuation wall and/or privacy fence designs;
- M. Landscape Architecture for roadway hardscape, plantings and irrigation design;
- N. Materials quality control and testing services during construction;
- O. Alternate bid schedules and designs;
- P. Improvements outside the Project limits and items not specifically contemplated in the Scope.

EXHIBIT "B"

PAYMENT SCHEDULE

Invoices will be transmitted to the County on a monthly basis based on a percentage of completion up to that time. A derivation of the total contract fee amount is as follows:

COLLIN COUNTY
Park Boulevard Extension
PROJECT #2019-055

[illegible]

COLLIN COUNTY
Park Boulevard Extension
PROJECT #2019-055

[illegible]

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

1.0 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) required by Texas Law indicating the coverage is to remain in force throughout the term of this contract. In addition to any coverage required by Texas Law, the vendor shall provide the following coverages.

1.1 Broad Form 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, independent contractors, and contractual liability each at \$2,000,000 per occurrence. Coverage must be written on an occurrence form.

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.)

1.2.1 Definitions: Certificate of coverage ("certificate"). A copy of a certificate of authority to self-insure issued by the commission, or a coverage agreement in a form approved by the DWC (i.e. 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 includes, but is not limited to, 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.

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 Title 5 of the Texas Labor Code, for all employees of the contractor providing services on the project, for the duration of the project.

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

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.

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

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

1.2.5.2 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.

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

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.

1.2.8 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.

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

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 Title 5 of the Texas Labor Code, for all of its employees providing services on the project, for the duration of the project;

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;

1.2.9.3 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;

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

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

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:

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

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

1.2.9.7 contractually require each person with whom it contracts, to perform as required by paragraphs 1.2.1 through 1.2.7, with the certificates of coverage to be provided to the person for whom they are providing services.

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.

1.2.11 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.

1.3 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.

1.4 Professional Liability Insurance at minimum limits of \$2,000,000. 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.

2.0 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.

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

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

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

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

3.4 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.

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

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

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

5.0 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:

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

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 Satre
Date: 26 November 2018

ACKNOWLEDGMENT

STATE OF TEXAS }
 }
COUNTY OF Collin }

BEFORE ME, on this day personally appeared Dennis Satre
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 26th day
of November, 2018.

Rhiannon B. Iono
Notary Public, State of Texas

Rhiannon B. Iono
Printed Name

My Commission expires on the 23rd day of April, 2021.

