

## **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, BINKLEY & BARFIELD, INC., a Texas corporation., hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

### **WITNESSETH:**

**WHEREAS**, the County desires to engage the services of the Engineer to provide Civil Engineering, Surveying, & Geotechnical Services for Improvements to Orr Road (County Road 317) from Stacy Road south to NTMWD Driveway in Fairview, Texas, in Collin County, and other related services, hereinafter referred to as the "Project"; and

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

### **NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:**

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

#### **1. Retention of the Engineer**

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

#### **II. Scope of Services**

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

2.2 The Engineer will serve as the County's professional engineering representative under this Agreement, providing professional engineering, consultation, advice and furnishing customary services incidental thereto.

2.3 The preparation of plans and specifications for new roadways or drainage structures is not included in the scope of this contract.

#### **III. Schedule of Services**

3.1 The Engineer agrees to commence its services immediately upon execution of this Agreement, or as otherwise directed in writing by the County, and to proceed diligently with said services to completion as described in Exhibit "A" and thereby made a part of this Agreement. Engineer shall not be considered in default of this Agreement for delays in performance caused by circumstances beyond its reasonable control. Should such circumstances occur, the Engineer

shall, within a reasonable time of being prevented from performing, give written notice to the County describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

3.2 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 in Exhibit "C" and thereby made a part of this Agreement. Engineer further agrees that it will prepare and present such progress reports and itemized statements. 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, all information, data, etc. as it may have in its possession relating to the project described herein.

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

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

#### **VI. Progress Meetings**

In addition to providing progress reports as required under Paragraph IV herein above, Engineer agrees to attend all 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.

### **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**

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

### **IX. Independent Contractor**

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

### **X. Assignment and Subletting**

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

### **XI. Audits and Records/Prohibited Interest**

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

11.2 The Engineer agrees that it is aware of the conflict of interest requirements of the state law which are applicable to persons entering into contracts with the County and will abide by the same. Further, a lawful representative of Engineer shall execute the Affidavit shown in Exhibit "C". 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 labeled "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  
Mr. Clarence Daugherty  
4650 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:

Binkley & Barfield, Inc.  
Attn: Richard Arvizu, PE  
1801 Gateway Blvd., Ste. 101  
Richardson, TX 75080

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. 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.

**G. Effective Date**

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

**H. Term of Agreement**

The term of the contract shall commence on the date of award and continuing through project completion.

**I. Observe and Comply**

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

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

Date: 1/2/19

COLLIN COUNTY, TEXAS

By: 

Michalyn Rains, CPPD, CPPB  
Purchasing Agent

Court Order No. 2018-1064-12-17

Date: 12-19-18

BINKLEY & BARFIELD, INC.

By: 

RICHARD A. ARVIZU  
Title: MANAGING DIRECTOR

**ACKNOWLEDGMENT**

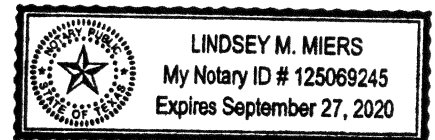
STATE OF TEXAS }  
COUNTY OF COLLIN }

BEFORE ME, Lindsey Miers on this day personally appeared Richard Aiken of Binkley & Barfield, 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 19<sup>th</sup> day of December, 2018.

Lindsey M. Miers  
Notary Public, State of Texas

Lindsey M. Miers  
Printed Name



My Commission expires on the 27 day of September, 2020.

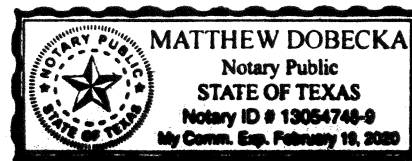
STATE OF TEXAS }  
COUNTY OF COLLIN }

BEFORE ME, MATTHEW DOBECKA 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 2 day of JANUARY, 2019.

Matthew Dobeka  
Notary Public, State of Texas

MATTHEW DOBECKA  
Printed Name



My Commission expires on the 19<sup>th</sup> day of FEBRUARY, 2020.

## **EXHIBIT "A"**

### **County Road 317 (Orr Rd) from Stacy Road south to NTMWD Driveway**

#### **SCOPE OF ENGINEERING SERVICES**

##### **PROJECT DESCRIPTION:**

Preparation of construction documents for the upgrading of approximately 3,950 linear feet of CR 317 to a reinforced concrete pavement section. Limits of the project extend from Stacy Road south to the North Texas Municipal Water District (NTMWD) driveway, plus an additional 20 linear feet of asphaltic concrete pavement transition to match the grades and cross sections of the existing asphaltic concrete pavement at the north and south ends of the project. The project includes coordination of the proposed paving improvements with the intersection plans for E Stacy Road and Orr Road based on the E Stacy Road Improvements project (by others), which adds approximately 250 linear feet to the project and is included in the 3,950 linear feet Orr Road project limits. The driving surface width shall be 24-feet and shall follow the existing centerline of roadway. Roadway improvements shall be limited to within the existing right-of-way, and no roadway ditch capacity analysis or ditch improvements are included in the scope. Project includes performing traffic counts and geotechnical investigation for use in developing a proposed pavement section. Project includes a hydrologic analysis of the contributing drainage basins and hydraulic analyses of the existing drainage cross structures (one (1) 84" steel pipe, two (2) 24" corrugated metal pipes and one (1) 42" corrugated metal pipe) within the project limits, including any recommendations for improvements/upgrading as part of the project.

##### **BASIC SERVICES:**

###### **A. Design Standards**

1. This project shall be designed in accordance with the following:  
*Texas Department of Transportation, 2014 Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges.*
2. All plans submitted to the County shall be signed and sealed in accordance with state law.

###### **B. Investigation and Data Collection**

1. Meet with Collin County public works staff to discuss the project.
2. Perform an on-site site inspection.
3. Obtain record drawings.

###### **C. Drainage Analysis**

1. Provide hydrologic analysis of drainage discharges based on HEC-HMS, TR-20 or other approved method.
2. Provide hydraulic modeling of existing and proposed conditions through development of U.S. Army Corps of Engineers HEC-RAS models or other approved method.
3. Provide a brief summary of drainage structure replacement/upgrade options for the existing 84" steel pipe, two (2) 24" CMPs and 42" CMP cross drainage structures to present to the County to assist in selecting any replacement structure sizes.

###### **D. Preliminary Design**

1. Prepare preliminary construction plans for 60% submittal. Prepare the following sheets (11" x 17") at an appropriate engineering scale:

- a. Cover Sheet with Vicinity Map
- b. General Notes Sheet
- c. Typical Sections
- d. Quantity Sheet
- e. Project Layout Control Sheet
- f. Paving Plan & Profile Sheet
- g. Drainage area Map
- h. Culvert Layout Plans and Details
- i. Standard Details Sheet(s)

Information required can be combined on sheets if the information can be clearly shown and is approved by the Collin County Director of Public Works.

- 2. Prepare an estimate of construction quantities and develop the preliminary statement of probable construction cost.
- 3. Submit two (2) sets of preliminary plans (11" X 17") and outline specifications for review and comment
- 4. Attend review meeting with Collin County, if required.

#### **E. Final Design**

- 1. Revise preliminary plans incorporating comments from Collin County.
- 2. Prepare the following sheets in addition to revisions to those prepared during Preliminary Design:
  - a. Erosion Control Sheet
  - b. Stormwater Pollution Prevention Plan
- 3. Finalize construction plans, quantities and construction cost estimate for proposed improvements.
- 4. Submit three (3) sets of 11"x17" final plans and final statement of probable construction cost to the County for review.
- 5. Attend review meeting with Collin County, if required.

#### **F. Bid Phase Services**

- 1. Provide a schedule of bid items and prepare the bid documents.
  - a. Contract documents shall be based on boiler plate provided by County and specifications based on *Texas Department of Transportation, 2014 Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges*.
- 2. Furnish plans and bid documents for bidding. Cost for these to be recouped by non-refundable deposit from contractors.
- 3. Maintain a list of plan holders including name, address, phone number, fax number and e-mail address (if available).
- 4. Provide PDF version of bid documents and plans to County for use in uploading to BidSync and/or County website.
- 5. Furnish plans and bid documents for up to three (3) plan review rooms to be determined by the County. These documents are to be furnished at no cost to the plan review rooms.
- 6. Assist County staff in conducting a pre-bid conference, if required.
- 7. Prepare and distribute addenda to bid documents as necessary.
- 8. Evaluate bids and provide contractor recommendation letter.

#### **G. Construction Administration**

- 1. Attend pre-construction meeting
- 2. Respond to RFI's.

3. Review material test reports.
4. Review mix designs and shop drawings.
5. Prepare change orders.
6. Conduct final walk-thru with County representative.
7. Prepare construction "Record Drawings" based upon mark-ups and information provided by the construction contractor(s). Submit one blackline set to the County.

#### **SPECIAL SERVICES:**

**A. Traffic Counts** – Perform 48-hour traffic counts using vehicle detection tubes to quantity and classify existing traffic for use in developing a pavement section recommendation.

#### **B. Geo-technical Services**

1. Drilling an estimated six (6) test borings to a depth of ten (10) feet including required traffic control
2. Laboratory testing
3. Engineering study which shall include:
  - a. Subsurface soil, rock and groundwater conditions to depths that would be significantly affected by the new pavement.
  - b. Engineering characterization of the subsurface materials encountered
  - c. Data required for design of a new pavement section including subgrade preparation.
  - d. Recommendations regarding earthwork, including grading and excavation, backfilling and compaction, the treatment of in-place soils for the support of pavement, pavement section recommendations and possible construction problems reasonably to be expected.
4. Traffic control during drilling operations.

#### **C. Topographic Survey**

1. Topographical survey shall include a detailed on the ground survey of CR 317 (Orr Road) along the following route:
  - a. Starting 350 feet north of the intersection of CR 317 (Orr Road) and E Stacy Road
  - b. West along Stacy Road 100 feet.
  - c. South along CR 317 to 100 feet south of the NTMWD driveway
2. Cross sections along the roadway shall be taken every 50 feet and extend a minimum of 25 feet in each direction from the centerline of the roadways or to any existing fence line or right-of-way.
3. Cross section the main creek channel shall extend to a minimum of 500 feet upstream and 500 feet downstream of the drainage structure crossing. Details shall include and subject to obtaining rights of entry from property owners:
  - a. The existing steel pipe culvert and associated drainage structures if they exist.
  - b. Cross sections of creek both upstream and downstream from culvert at 50 feet, being sure to get the flow line, toes of slopes, tops of banks, 25' beyond the tops of banks and a shot at 150 feet from the centerline of the creek in each direction.
  - c. Channel information (flow line, toes of slopes and tops of banks) at the 250 and 450-foot cross sections upstream and downstream from culverts.
4. Cross section of the two smaller culverts will be detailed the same as the creek above with the exception that the extents of the data will be 100 feet past the

- estimated right of way line and no elevation for flood plain will be collected.
5. Perform a Texas 811 (one call) to request locates of all utilities within the public right of way along the route. All "One Call" marks will be tied, underground utilities not marked and with no visible evidence of existence will not be researched or located.
  6. Locate and identify other visible existing utilities (both overhead and underground). The location of utilities within the right-of-way will be determined as evidenced by on-site observation. The survey does not include or imply the physical location of underground utilities by probing, excavating, SUE or other means.
  7. Along the route locate existing driveways, culverts, ditches, gates, fences, water valves, manholes, signs and other improvements should be located. Driveways will be tied to the limit of the right of way if fenced and if not fenced at 100 feet from the center line of pavement.
  8. Trees 8 inches in diameter or larger and situated within the right-of-way (fence lines) will be located and approximate tree line limits drawn.
  9. Deed research, property location and ownership designation of each adjoining property to the above routes shall be performed.
  10. Right of entry letters will be sent to all land owners along the proposed route.
  11. The route right-of way verification will consist of locating roadway monuments, the property lot corners along CR 317, fences and other forms of roadway limits for reference use and for use in establishing the alignment of the roadway (not a certified boundary survey).
  12. Provide a minimum of two (2) permanent benchmarks (vertical) and two (2) control points. Benchmarks shall not be set in telephone poles or trees located within the project limits. Datum shall be NAVD88 based on GPS observation using Geoid 2012A.
  13. Secure right-of-entry from property owners, as required.

**D. Easement Exhibits (4) (if needed)**

1. Provide up to four (4) easement documents (if needed) for temporary construction or permanent easements associated with drainage structures. This shall consist of the following:
  - a. Field work to recover sufficient boundary information of parent tract and adjacent tracts to properly delineate limits of property ownership
  - b. Deed research to identify ownership of all parent and adjacent tracts
  - c. Provide preliminary exhibits for review by client prior to setting property corners.
  - d. After exhibits are approved by client set corner monuments at all easement corners.
  - e. Provide certified Exhibit Plat (graphic representation) of proposed easement on 8.5" x 11" paper
  - f. Provide certified Metes and Bounds description on 8.5" X 11" paper and in in Microsoft Word

**E. Construction Phasing & Traffic Control Plan**

1. Prepare construction phasing & traffic control plans to allow for continuous, safe access for residents/businesses and efficient construction operations to the extent feasible. The traffic control plan shall be designed in accordance with the most current version of the Texas Manual on Uniform Traffic Control Devices.
2. Provide a brief written narrative of the construction sequencing and work



activities per phase and determine the existing and proposed traffic control devices (regulatory signs, warning signs, guide signs, route markers, construction pavement markings, barricades, flag personnel, temporary traffic signals, etc.) to be used to handle traffic during each construction sequence.

3. Incorporate applicable standard detail sheets.

**F. Construction Inspection** - Perform specific inspections at major stages of construction and periodic inspections (up to 16 total inspections estimated at 4 per month for 4 months) for general observations to insure construction conforms to the project specifications and plans.

**Exclusions**

The intent of this scope of services is to include only the services specifically listed herein and no others. Services specifically excluded from this scope of services include, but are not necessarily limited to, the following:

1. Permitting and Coordination
2. Right-of-Way Document Preparation
3. Wetlands Delineation and 404 Permit Application
4. Conversion of Plans from AutoCAD to Microstation
5. Re-establishment of Survey Site Control
6. Floodplain Analysis, FEMA Coordination and/or CLOMR/LOMR
7. Construction Staking
8. On-site safety precautions, programs and responsibility.
9. Subsurface Utility Engineering Services (Level A and Level B)
10. Quality Control and Testing During Construction
11. Technical specifications other than reference to TxDOT specifications
12. Consideration of a future roadway alignment or any existing or proposed thoroughfare design standard other than upgrading the existing paving surface to a 24-foot wide normal crown concrete roadway, generally following the existing profile and draining to existing ditches.

## EXHIBIT "B"

### County Road 317 (Orr Rd) from Stacy Road south to NTMWD Driveway

#### PROJECT SCHEDULE

Services shall be completed per the following project development schedule.

ITEM	DAYS	2018									
		JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	
SURVEY	45										
GEOTECHNICAL INVESTIGATION	21										
DRAINAGE ANALYSIS	21										
PRELIMINARY PLANS	75										
FINAL DESIGN	45										
EASEMENT DOCUMENTS (IF REQUIRED)	60										
PROJECT BID	1										
PROJECT AWARD FOR CONSTRUCTION	1										

**NOTES:**

1. SCHEDULE ASSUMES START DATE OF JANUARY 1, 2019 AND FACTORS IN HOLIDAYS. SCHEDULE WILL BE ADJUSTED PER ACTUAL START DATE DICTATED BY COUNTY. OVERALL LENGTH OF PROJECT WILL NOT CHANGE.
2. SCHEDULE IS APPROXIMATE AND BASED ON A EIGHT (8) MONTH SCHEDULE. SCHEDULE MAY BE ADJUSTED PURSUANT TO COUNTY REQUIREMENTS.

**EXHIBIT "C"**

**County Road 317 (Orr Rd)  
from Stacy Road south to NTMWD Driveway**

**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:

<b><u>BASIC SERVICES</u></b>	<b><u>LUMP SUM FEE</u></b>	<b><u>SUBTOTAL</u></b>
Investigation and Data Collection	\$2,600	
Drainage Analysis	\$9,400	
Preliminary Design	\$62,500	
Final Design	\$24,800	
Bid Phase	\$6,900	
Construction Phase	\$7,000	
<b>Basic Services Total</b>		<b>\$113,200</b>
<b><u>SPECIAL SERVICES</u></b>		
Traffic Counts	\$800	
Geotech Services (incl. Traffic Control)	\$ 10,250	
Topographic Survey	\$28,875	
Easement Documents (4 @ \$2,800 ea) (if needed)	\$11,200	
Traffic Control Plan & Construction Phasing Plan	\$10,485	
Construction Inspection	\$10,770	
<b>Special Services Total</b>		<b>\$72,380</b>
<b>Expenses</b>		<b>\$ 2,800</b>
<b>Total</b>		<b>\$188,380</b>



Stacy-Rd

Remington-Ln

ton Ct

PROPOSED +/- 3,950 LINEAR FEET  
OF 24' WIDE CONCRETE PAVEMENT

W Forest-Grove-Rd

Roby-Ln



**County Road 317 (Orr Rd)  
from Stacy Road south to NTMWD Driveway**

**FEE ESTIMATE**

<b>Design Survey</b>								<b>Total</b>
Design Survey								\$28,875.00
Easement Documents (4 @ \$2,800 ea) (if needed)								\$11,200.00
<b>Total</b>								<b>\$40,075.00</b>
<b>Geotechnical Investigation</b>								<b>Total</b>
Geotech (including Traffic Control)								\$10,250.00
<b>Total</b>								<b>\$9,900.00</b>
<b>Traffic Counts</b>								<b>Total</b>
Traffic Counts								\$800.00
<b>Total</b>								<b>\$800.00</b>
<b>Investigation and Data Collection</b>								<b>Total</b>
Meet with County	0	4	0	0	0	0	0	4
Site Visit/Data Collection	0	4	0	0	0	0	0	4
Obtain Record Drawings	0	2	0	1	0	0	1	4
Sub-Total Hours	0	10	0	1	0	0	1	12
Rate	\$243.00	\$229.00	\$194.00	\$163.00	\$135.00	\$122.00	\$80.00	
<b>Sub-Total Manhour Cost</b>	<b>\$0.00</b>	<b>\$2,290.00</b>	<b>\$0.00</b>	<b>\$163.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$80.00</b>	<b>\$2,533.00</b>
<b>Preliminary Design</b>								<b>Total</b>
Drainage Analysis								
Site Visit/Verify Survey Work	0	0	0	4	0	0	0	4
Drainage Area Map	0	0	0	8	2	0	0	10
Hydrologic Analysis	0	4	0	6	2	0	0	12
Hydraulic Analysis	0	4	0	8	2	0	0	14
Comparisons and Recommendations	0	5	0	5	0	0	0	10
QA/QC	1	1	0	0	0	0	0	2
<b>Preliminary Plans</b>								
Site Visit/Verify Survey Work	0	2	0	6	0	0	0	8
Establish Project Centerline	0	2	0	2	3	0	0	7
Digital Terrain Model	0	0	0	4	18	0	0	22
Survey Control Plan	0	2	0	4	10	0	0	16
Horizontal Alignment Layout	0	8	0	12	36	0	0	56
Development of ESAL for pavement recommendation	0	2	0	2	0	0	1	5
Typical Roadway Section	0	2	0	2	0	6	0	10
Paving Profile	0	10	0	16	0	36	0	64
Culvert Plan & Profile	0	8	0	24	0	40	0	72
Utility Coordination	0	2	0	4	0	0	2	8
Site Visit to Confirm design	0	0	0	5	0	0	0	5
Cover	0	0	0	0	0	4	0	4
General Notes	0	4	0	4	0	4	1	13
Standard Details	0	4	0	4	0	4	0	12
Standard Drawings	0	1	0	1	0	4	0	6
Consultation with Contractors/Value Engineering	0	2	0	0	0	0	0	2
Coordination with cities, firms and/or agencies	0	8	0	0	0	0	0	8
Quantities	0	6	0	8	0	6	0	20
Construction Cost Estimate	0	4	0	8	0	0	0	12
QA/QC	2	6	0	0	0	0	2	10
Printing & Coordinating Preliminary Plan Submittal	0	4	0	4	0	6	2	16
Project Management	0	8	0	0	0	0	4	12
Meeting with County	0	4	0	0	0	0	0	4
Sub-Total Hours	3	103	0	143	73	110	12	362
Rate	\$243.00	\$229.00	\$194.00	\$163.00	\$135.00	\$122.00	\$80.00	
<b>Sub-Total Manhour Cost</b>	<b>\$729.00</b>	<b>\$23,587.00</b>	<b>\$0.00</b>	<b>\$23,309.00</b>	<b>\$9,855.00</b>	<b>\$13,420.00</b>	<b>\$960.00</b>	<b>\$71,860.00</b>
<b>Final Design</b>								<b>Total</b>
Plan Revisions	0	8	0	16	0	32	1	57
Erosion Control Plan	0	2	0	8	0	16	0	26
SWPPP	0	2	0	8	0	4	0	14
Miscellaneous Details	0	1	0	2	0	4	0	7
Update Quantities	0	2	0	4	0	6	0	12
Construction Cost Estimate	0	2	0	2	0	0	0	4
QA/QC	1	2	0	0	0	0	1	4
Printing & Coordinating Final Plan Submittal	0	2	0	4	0	6	2	14
Meeting with County	0	4	0	0	0	0	0	4
Coordination with cities, firms and/or agencies	2	0	0	0	0	0	0	2
Incorporate Review Comments	0	2	0	2	0	2	1	7
QA/QC	1	0	0	0	0	0	1	2
Project Management	0	4	0	0	0	0	2	6
Sub-Total Hours	4	31	0	46	0	70	8	159
Rate	\$243.00	\$229.00	\$194.00	\$163.00	\$135.00	\$122.00	\$80.00	
<b>Sub-Total Manhour Cost</b>	<b>\$972.00</b>	<b>\$7,099.00</b>	<b>\$0.00</b>	<b>\$7,496.00</b>	<b>\$0.00</b>	<b>\$8,540.00</b>	<b>\$640.00</b>	<b>\$24,749.00</b>
<b>Bid Phase</b>								<b>Total</b>
Bid Documents & Specifications	0	6	0	10	0	0	8	24
Coordinate and Distribute Bid Documents and Plans	0	2	0	0	2	6	1	16
Pre-Bid Meeting	0	4	0	0	0	0	1	5
Contractor Questions/RfIs	0	4	0	2	0	0	2	8
Addendums	0	4	0	2	0	0	2	8
Evaluate Bids	0	2	0	0	0	0	2	4
Contractor Recommendation	0	2	0	0	0	0	1	3
Sub-Total Hours	0	18	0	4	2	6	14	44
Rate	\$243.00	\$229.00	\$194.00	\$163.00	\$135.00	\$122.00	\$80.00	
<b>Sub-Total Manhour Cost</b>	<b>\$0.00</b>	<b>\$4,122.00</b>	<b>\$0.00</b>	<b>\$652.00</b>	<b>\$270.00</b>	<b>\$732.00</b>	<b>\$1,120.00</b>	<b>\$6,896.00</b>
<b>Construction Phase</b>								<b>Total</b>
Pre-Construction Meeting	0	4	0	0	0	0	0	4
Respond to RFIs	1	2	0	2	0	0	1	6
Review Material Test Reports	0	2	0	2	0	0	0	4
Review Mix Designs and Shop Drawings	0	2	0	2	0	0	0	4
Change Order Assistance	0	2	0	2	0	0	3	7
Final Walk Thru	0	4	0	0	0	0	0	4
As-Built Preparation	0	1	0	2	0	5	0	8
As-Built Submittal	0	1	0	0	0	0	1	2
Sub-Total Hours	1	18	0	10	0	5	5	39
Rate	\$243.00	\$229.00	\$194.00	\$163.00	\$135.00	\$122.00	\$80.00	
<b>Sub-Total Manhour Cost</b>	<b>\$243.00</b>	<b>\$4,122.00</b>	<b>\$0.00</b>	<b>\$1,630.00</b>	<b>\$0.00</b>	<b>\$610.00</b>	<b>\$400.00</b>	<b>\$7,005.00</b>
<b>Construction Inspection</b>								<b>Total</b>
Site Visit/Inspections (4 per month estimated at 3 hr ea)	0	12	0	36	0	0	0	48
Reporting	0	3	0	9	0	0	0	12
Sub-Total Hours	0	15	0	45	0	0	0	48
Rate	\$243.00	\$229.00	\$194.00	\$163.00	\$135.00	\$122.00	\$80.00	
<b>Sub-Total Manhour Cost</b>	<b>\$0.00</b>	<b>\$3,435.00</b>	<b>\$0.00</b>	<b>\$7,335.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$10,770.00</b>
<b>Construction Phasing &amp; Traffic Control Plan</b>								<b>Total</b>
Preliminary Design	0	8	0	16	0	12	0	36
Revisions	0	1	0	2	0	1	0	4
Final Design	0	4	0	4	0	1	0	9
Coordination with agencies, cities and/or County	0	6	0	2	0	0	0	8
Standard Details	0	1	0	1	0	1	0	3
Sub-Total Hours	0	20	0	25	0	15	0	36
Rate	\$243.00	\$229.00	\$194.00	\$163.00	\$135.00	\$122.00	\$80.00	
<b>Sub-Total Manhour Cost</b>	<b>\$0.00</b>	<b>\$4,580.00</b>	<b>\$0.00</b>	<b>\$4,075.00</b>	<b>\$0.00</b>	<b>\$1,830.00</b>	<b>\$0.00</b>	<b>\$10,485.00</b>
<b>Expenses</b>								<b>Total</b>
Prints, Plots, Deliveries, and Mileage								\$2,800.00
<b>Sub-Total Expenses</b>								<b>\$2,800.00</b>
<b>Total</b>								<b>\$186,873.00</b>
<b>Total Engineering (Total - Survey, Geotech, Traffic Counts, Easement Docs, TCP, Construction Inspection and Expenses)</b>								<b>\$113,043.00</b>

## **EXHIBIT "D"**

### **INSURANCE REQUIREMENTS**

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

1.1.2.9.4.2 a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current

certificate of coverage ends during the duration of the project;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT "E"

AFFIDAVIT OF REGULATION OF CONFLICTS OF INTEREST

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

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

Name of Officer: RICHARD A. ARVIZU  
 Title of Officer: MANAGING DIRECTOR  
 Signature of Officer: *[Signature]*  
 Date: 12-19-18

ACKNOWLEDGMENT

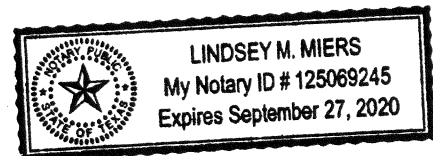
STATE OF TEXAS }  
 }  
 COUNTY OF Dallas }

BEFORE ME, on this day personally appeared Richard Arvizu, known to me (or proved to me on the oath of \_\_\_\_\_ or through 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 for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this, the 19<sup>th</sup> day of December, 2018.

Lindsey M. Miers  
 Notary Public, State of Texas

Lindsey M. Miers  
 Printed Name



My Commission expires on the 27<sup>th</sup> day of September, 2020.