



Contract Amendment Two (2)

Office of the Purchasing Agent
Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, TX 75071
972-548-4165

Vendor: Binkley & Barfield, Inc.
1801 Gateway Blvd.
Ste. 101
Richardson, TX 75080

Effective Date 4/19/2021
Contract No. 2017-221

Contract Professional Services, Engineering, Improvements
to County Roads, Orr Road

Awarded by Court Order No.: 2018-1064-12-17
Amendment 1 Court Order No.: 2020-886-09-21
Amendment 2 Court Order No.: _____

YOU ARE DIRECTED TO MAKE THE FOLLOWING AMENDMENT TO THIS CONTRACT

ADD Inspection and Construction Management Services and Construction Administration Services. \$223,300.00

Except as provided herein, all terms and conditions of the contract remain in full force and effect and may only be modified in writing signed by both parties.

The original contract sum was: \$188,380.00

Net Change by Amendment(s)
PREVIOUS Amendment No. 1 \$ 16,900.00
CURRENT Amendment No. 2 \$223,300.00

Total Amendments to Date: \$240,200.00

The new contract sum including this amendment will be: \$428,580.00

ACCEPTED BY:

Richard Arvizu, PE (Print Name)

Binkley & Barfield, Inc.
1801 Gateway Blvd., Ste, 101
Richardson, TX 75080

SIGNATURE
TITLE: Regional Vice President - Richardson
DATE: 04/07/20201

ACCEPTED AND AUTHORIZED BY
AUTHORITY OF COLLIN COUNTY
COMMISSIONERS' COURT

Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, Texas 75071

Michelle Charnoski, CPPB
Purchasing Agent
DATE: _____

EXHIBIT "A"

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

SCOPE OF CONSTRUCTION INSPECTION SERVICES

PROJECT DESCRIPTION:

Inspection and construction management of the reconstruction of approximately 4,100 linear feet of existing two-lane asphalt roadway with a 24-foot wide 10-inch-thick two-lane concrete roadway section, driveways, and associated driveway culvert replacements. Construction also includes replacement of three (3) cross drainage culverts with bituminous coated CMP pipe ranging in size from 24-inch to 84-inch diameter with concrete headwalls. Limits of the project extend from Stacy Road south to the southernmost North Texas Municipal Water District (NTMWD) driveway. The ENGINEER shall provide qualified technical and professional personnel to adhere to professional standards consistent with those typically met by nationally known and highly regarded construction management forms assigned with the terms of this agreement.

BASIC SERVICES:

A. Standards

1. This project shall be constructed in accordance with the construction plans and contract bid documents prepared by Binkley & Barfield, Inc., including any addenda or change orders.
2. This project shall be constructed in accordance with the following:
Texas Department of Transportation, 2014 Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges.
3. Paving and any item is not addressed in aforementioned document shall be constructed in accordance with the *North Central Texas Council of Governments Standard Specifications for Public Works Construction (Fifth Edition 2017)*.

B. Inspection and Construction Management

1. Provide an on-site representative (INSPECTOR) to attend a pre-construction conference to be held at Collin County offices with the construction contractor (CONTRACTOR), design engineer (ENGINEER), Collin County staff (OWNER), and other interested parties.
2. INSPECTOR to attend construction conferences as required.
3. INSPECTOR to monitor construction for compliance with the project plans, specifications, and Geotechnical Exploration report dated April 2, 2019 and associated addendum dated August 20, 2020 by Alpha Testing. The INSPECTOR's time shall be based on the requirements of the project and the CONTRACTOR's construction schedule, subject to the approval of the ENGINEER and OWNER. The INSPECTOR shall coordinate with the ENGINEER to schedule inspection of CONTRACTOR work activities. The INSPECTOR shall be required to be on-site performing inspection duties full-time and particularly any time inspectable work is

being performed, including nighttime hours and on weekends as required and approved. The INSPECTOR shall be an employee of the ENGINEER's design firm or a sub-consultant approved by the county with five years minimum experience in the construction inspection profession and shall have had prior quality assurance experience on a project of comparable size and scope. The INSPECTOR shall be familiar with the *Texas Department of Transportation, 2014 Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* and the *North Central Texas Council of Governments Standard Specifications for Public Works Construction (Fifth Edition, October 2017)*.

- a. Inspectable work shall include, but not be limited to, the following within the public right-of-way public and/or public easements:
 - i. Earthwork Inspection, including but not limited to confirmation of proper placement and compaction* of fill and embankment.
 - ii. New Drainage Structure Inspection, including culverts, headwalls/wingwalls, inlets, embedment, backfill, stone riprap, concrete riprap, ditches, etc.
 - iii. Concrete Paving Inspection, including any excavation/embankment, every layer from the subgrade up to the top of pavement surface, and all other associated items (grading the right-of-way, etc.). This includes but is not limited to temperature requirements, subgrade compaction*, steel, expansion joints, construction joints, finishing, curing, and sawed joints.
 - iv. Hot Mix Asphalt Paving Inspection, including any excavation/embankment, every layer from the subgrade up to the top of pavement surface, and all other associated items (grading the right-of-way, etc.) This includes, but is not limited to temperature requirements, maximum lift depth requirements, placing and compaction*.
 - v. Signs Inspection, including small roadside sign assemblies.
 - vi. Storm Water Pollution Prevention Plan Inspection, including and limited to periodic inspections to verify the CONTRACTOR's stormwater team (per SWPPP) is performing required inspections, maintaining required documentation and taking corrective actions to ensure the CONTRACTOR is following the guidelines of the Construction General Permit (CGP) TXR 150000 and project specifications, including ensuring the Bulletin Board is erected, contains all applicable posters, populated with accurate and complete information, and complies with all applicable regulations.

* Compaction testing to be performed by an independent testing lab hired by the COUNTY. INSPECTOR will confirm compaction testing is performed by the independent testing lab at the frequencies required per the project specifications, that fill is placed in accordance with maximum lift depth requirements, and that the testing reports have been reviewed and approved by the ENGINEER prior to placement of subsequent layers and/or concrete or asphalt paving.

4. INSPECTOR shall maintain a Daily Work Report (DWR) for each day the INSPECTOR performs work on the project. The content of the DWR shall be brief and accurate statements regarding work progress and conditions. There should be sufficient detail that someone not familiar with the project could determine on any given day what work occurred and where, the number of hours worked, and the equipment and personnel used by the CONTRACTOR. Weather conditions, including high and low temperatures, shall be documented. Documentation of the project shall include photos. One DWR per day per each person inspecting work on the project shall be submitted to the ENGINEER within 24 hours of each day recorded. The INSPECTOR shall submit this information to the ENGINEER by email and/or CD, flash drive, SD card or FTP site.
5. Coordination with the OWNER's materials testing firm to ensure materials testing requirements are met, including ensuring samples are being taken at the frequency required by the plans and specifications.
6. The INSPECTOR shall bring any deficiencies in the work or materials to the attention of the ENGINEER and the CONTRACTOR. Reports of these deficiencies shall be forwarded to the ENGINEER for review. No remedial actions shall take place without prior approval of the ENGINEER and OWNER.
7. If CONTRACTOR is performing substandard work, INSPECTOR shall immediately instruct CONTRACTOR to cease and contact the ENGINEER and OWNER.
8. Review and monitor the CONTRACTOR's construction schedule.
9. Verify pay quantities with the contractor on a monthly basis. Upon agreement with the contractor on quantities, submit quantities to OWNER.
10. Conduct a final inspection with the ENGINEER and OWNER and assist in the development of a final punch list.
11. Verify with the ENGINEER that all items on the final list have been corrected.
10. Review CONTRACTOR mark-ups to construction plans prior to CONTRACTOR's submittal of final as-built drawings to help ensure mark-ups accurately reflect any constructed conditions.

The INSPECTOR shall carry and utilize a cellular phone during CONTRACTOR's working hours and provide all labor, equipment, tools, and incidentals to inspect and recommend acceptance to the Town. The ENGINEER shall provide personal protective equipment for its INSPECTOR and other personnel which meets all current standards set by the Occupational Safety and Health Administration (OSHA) and American National Standards Institute (ANSI). The ENGINEER shall provide qualified technical and professional personnel to adhere to professional standards consistent with those typically met by nationally known and highly regarded construction management firms assigned with the terms of this agreement. Hours in excess of the agreed compensation amount will be a basis for additional compensation to the INSPECTOR with approval from the ENGINEER and OWNER.

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. Engineering services
2. Utility coordination and investigation
3. Construction staking
4. Conducting materials testing
5. Verifying material sourcing
6. Preparing contractor pay estimates
7. Franchise utility inspection
8. Inspection of any work located outside of the dedicated public right-of-way, public and/or private drainage easements, and/or temporary construction easements.
9. Overall site construction management
10. TDLR registration and inspection
11. Permits or permit coordination
12. Handling of news conferences and media interviews

In addition, the following are excluded and will not be part of this agreement since they are scheduled to be addressed by the ENGINEER as part of the Engineering Services Agreement between Binkley & Barfield, Inc. and Collin County dated 1/2/2019.

Construction Administration

1. (ENGINEER) to 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.

EXHIBIT "B"

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

PROJECT SCHEDULE

The scope of the project is based on the construction contract construction schedule. Added days to the 210-calendar day construction schedule or hours in excess of the agreed compensation amount will be the basis for additional compensation to the ENGINEER.

EXHIBIT "C"

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

PAYMENT SCHEDULE

The OWNER shall pay and the ENGINEER agrees to accept in full compensation for the services to be performed under this agreement as specified below.

The maximum amount payable under this contract without modification of the contract is on an hourly not to exceed basis **\$218,000** along with approved reimbursable expenses to not exceed **\$5,300**. Direct expenses will be invoiced at a 1.1 actual cost and includes actual, reasonable and necessary expenditures made by the ENGINEER and ENGINEER's employees and/or subcontractors in the interest of the project. The maximum amount payable may be revised by written instrument in the event of change of scope as authorized by the OWNER.

To receive payment for Services, the ENGINEER must submit invoices showing the corresponding services performed and not previously invoiced. The invoice must include itemizations supporting the ENGINEER's costs for each Work Authorization. The itemization must include the number of hours multiplied by the hourly rate expended by the ENGINEER's employees for each Service.

EXHIBIT "D"

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

BILLABLE RATES

Binkley & Barfield, Inc.
Infrastructure Division
2020 Billable Rates by Classification

Classification	Unit	Billable Rate
Principal	Hour	\$283.00
Sr. Project Manager	Hour	\$258.00
Project Manager	Hour	\$225.00
Structural Engineer	Hour	\$200.00
Construction Manager	Hour	\$200.00
Sr. Process Mechanical Engineer	Hour	\$195.00
Sr. Project Engineer	Hour	\$168.00
Project Engineer	Hour	\$143.00
Field Engineer	Hour	\$155.00
Electrical & Instrumentation Engineer	Hour	\$168.00
Engineer Technician	Hour	\$140.00
EIT II	Hour	\$129.00
Graduate Engineer/EIT I	Hour	\$113.00
Structural Inspector	Hour	\$129.00
Construction Observer/Sr. Inspector III	Hour	\$129.00
Construction Observer/Inspector II	Hour	\$119.00
Construction Observer/Inspector I	Hour	\$98.00
Sr. Designator	Hour	\$108.00
Designator	Hour	\$93.00
Sr. Utility Coordinator	Hour	\$156.00
Utility Coordinator	Hour	\$136.00
Production Manager	Hour	\$211.00
Production Technician	Hour	\$87.00
Sr. Electrical Designer	Hour	\$147.00
Sr. CADD/Designer	Hour	\$150.00
CADD/Designer	Hour	\$126.00
CADD Technician	Hour	\$103.00
Sr. Clerical/Administrator/Document Specialist/Recordkeeper	Hour	\$88.00
Clerical/Administrator	Hour	\$82.00
3D Modeling	Day	\$850.00

Direct Expenses

1. After 2020, maximum rates can be determined by using an annual escalation rate of 5% or will be renegotiated.
2. Subconsultant, reproduction, delivery, and other associated expenses shall be reimbursed at cost plus 10%.
3. Mileage shall be reimbursed at the current federal rate as published by the IRS.