

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 for East Stone Rd. Improvements Study from Southwest Allen Blvd. to Bennett Rd. "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. 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 change orders may be authorized from time to time by the County.

2.2 The Engineer will serve as 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 and the County to 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 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 Engineer shall assist the County in the preparation and filing of documents required for the approval of governmental authorities having jurisdiction over the Project.

III. Schedule of Services

3.1 The Engineer agrees to commence its services immediately upon execution of this Agreement, or as otherwise directed in writing by the County, and to proceed diligently with said services to completion as described in the Completion Schedule attached hereto as Exhibit "B" and thereby made a part of this Agreement. Engineer shall not be considered in default of this Agreement for delays in performance caused by circumstances beyond its reasonable control. Should such circumstances occur, the Engineer shall, within a reasonable time of being prevented from performing, give written notice to the County describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

3.2 In the event that the Engineer is delayed in the progress of the work on the Project by an act or neglect of the County, County's employees, or separate contractors employed by the County, or by changes ordered in the Project, fire, adverse weather conditions not reasonably anticipated, unavoidable casualties or other causes beyond the Engineer's control, or delay authorized by the County pending arbitration, or by other causes which the County and Engineer agree may justify delay, then the Contract Time shall be reasonably extended by Contract Amendment. The County shall have the right at any time to delay or suspend the work or any part thereof for any reasonable time and if this happens, the Engineer's sole remedy for any delays or suspension shall be any extension of time. However, should the delay continue for more than one year past the original completion date in the completion schedule, the Engineer may request to renegotiate their professional fee provided that the fee is reasonable and substantiated by documents showing the need for the requested increase. Any request for a fee increase shall be submitted to County 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 "C" 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 "C". 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 "D", 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 and the County to help maintain the Project schedule.

VII. Insurance

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

VIII. Indemnity

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

Bill Bilyeu
Collin County Administrator
2300 Bloomdale Rd., Ste. 4192
McKinney, TX 75071

Jon Kleinheksel
Collin County Public Works
700A Wilmeth Rd
McKinney, TX 75069

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

Richard Arvizu, PE
Binkley & Barfield, Inc.
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. Effective Date

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

G. Term of Agreement

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

J. Force Majeure

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond

the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

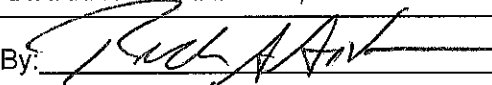
WITNESS OUR HANDS AND SEALS on the date indicated below.

COLLIN COUNTY, TEXAS

Date: _____

By: _____
Michelle Charnoski, CPPB
Purchasing Agent
Court Order No. _____

Date: MAY 5, 2021

BINKLEY & BARFIELD, INC.
By: 
RICHARD A. ARVIZU
Print Name
Title: REGIONAL VICE PRESIDENT

ACKNOWLEDGMENT

STATE OF TEXAS }

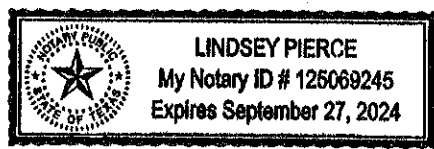
COUNTY OF COLLIN }

BEFORE ME, Lindsey Pierce on this day personally appeared Richard Ariza 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 5th day of May, 2021

Lindsey Pierce
Notary Public, State of Texas

Lindsey Pierce
Printed Name



My Commission expires on the 27th day of September, 2024.

STATE OF TEXAS }

COUNTY OF COLLIN }

BEFORE ME, _____ on this day personally appeared Michelle Charnoski, 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 _____ day of _____, 20__.

Notary Public, State of Texas

Printed Name

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

EXHIBIT "A"

E. Stone Road Improvements Study from S W Allen Blvd to Bennett Road

SCOPE OF ENGINEERING SERVICES

PROJECT DESCRIPTION:

Performance of a study to analyze improving approximately 2.5 miles of E Stone Road from S W Allen Blvd to Bennett Road in Wylie, Texas and in unincorporated areas of the County. The road experiences a varied mix of traffic including passenger vehicles, construction trucks, and school buses. There is also a high percentage of teenage drivers due to the proximity to the local high school. The existing road is narrow with steep parallel drainage ditches in some sections. As such, the scope of this project is focused on exploring options for improving safety conditions on this roadway.

The project involves identifying and investigating alternative proposals to provide local officials with the necessary information to enhance safety along the roadway, including determining viable options, providing preliminary costs of the alternatives, and identifying the impacts on the community. The following three alternatives have been identified by the County for analysis:

- Option 1
Reconstruct the road with no widening of the existing pavement. This would improve the pavement, but it would not address drainage and safety. Included in this option analysis is an estimate of the probable construction cost and an assessment of the resulting drainage and safety conditions. The expected serviceable life expectancy of the rebuilt pavement shall also be determined in order determine if bond funds are appropriate for the improvements.
- Option 2
Reconstruct the pavement and acquire the applicable right-of-way (ROW) to improve the ditches and safety of the road where necessary, including identifying which improvements are required for adequate drainage and safety and determining the ROW necessary for those improvements. A cost estimate for improvements plus ROW acquisition shall be included in the option analysis.
- Option 3
Reconstruct the road to an urban, curb and gutter section with underground drainage. According to the County, traffic projections indicate the volume will remain well under 10,000 vehicles per day, so a two-lane road with additional turn lanes at strategic locations is anticipated. This analysis option includes developing a concept plan, identifying the ROW required, and developing an estimate of probable construction cost. In addition, traffic counts and forecasting shall be included to confirm the recommended number of lanes and associated roadway improvements.

Other alternatives shall be developed as part of this project and discussed with County. If approved by the County, the consultant will analyze the impact and cost of the additional alternatives. The result will be presented in a written report as well as a presentation to County personnel. A minimum of three meetings with County personnel prior to the report is anticipated.

BASIC SERVICES:

A. Investigation and Data Collection

1. Meet with Collin County public works staff to discuss the project.
2. Obtain design criteria, pertinent utility plans, street plans, plats and right-of-way maps, existing easement information, record drawings, and other information available for the project area.
3. Perform an on-site site inspection
4. Obtain aerial imagery
5. Obtain contour data
6. Research and make efforts to obtain pertinent information to and in coordination of the proposed improvements with any planned future improvements that may influence the project. Identify and seek to obtain data for existing conditions that may impact the project including City of Wylie Master Plans, Trail Master Plan, City and County Drainage complaint files, existing applicable drainage studies (FEMA, County, City), and property ownership as available from the Tax Assessor's office.
7. Coordinate with the local agency to request and obtain relevant crash reports and other related documents and information. Depending on the information received, crash data will be extracted from the TxDOT Crash Records Information System database if necessary.
8. Develop the project schedule. This schedule will provide milestones for the project specific delivery dates. The schedule will be approved by the County, updated monthly, and included with the invoice.

C. Drainage Analysis

1. Develop drainage area maps
2. Provide analysis of drainage discharges based upon Texas Department of Transportation (TxDOT) Hydraulics Design Manual for preliminary cross drainage structure, parallel roadway ditch, and/or underground storm sewer analyses.
3. Compare calculated discharge values with available data from FEMA studies, record drawings, or other studies.
4. Provide a brief summary of drainage structure replacement/upgrade options.

D. Crash Analysis

1. Crash Analysis
 - a. Examine all crash reporting data obtained.
 - b. Prepare crash diagrams.
 - c. Identify hotspots and areas for safety improvement within the existing roadway.
 - d. Propose safety improvements based on the findings of the Crash Analysis.
 - e. Prepare a report summarizing the Crash Analysis findings and recommendations.

E. Preliminary Schematics

1. Based on the analyses performed, prepare roadway schematics for the entire length of the project indicating horizontal alignments, including typical sections.
2. Schematics to include linework for proposed roadway using aerial imagery as the plan base at a scale and plot size suitable for review, discussion, and presentation.
3. Estimate the reconstructed roadway expected life cycle for each alternative
4. Develop the preliminary statements of probable cost of the improvements, including any general ROW acquisition needs.
5. Submit hardcopies and PDFs of the schematics and preliminary statements of probable costs for review by the County.

F. Final Schematics

1. Meet with County staff to discuss comments on preliminary schematics.
2. Revise preliminary schematics incorporating comments from the County.
3. Update statements of probable cost.
4. Incorporate the schematics, statements of probable costs, and summary text into the report.

SPECIAL SERVICES:

A. Topographic Survey (Limited)

1. Perform a targeted topographic survey of Stone Road consisting of cross sections within the right-of-way at major changes in roadway ditch shapes within the apparent right of way. Bridge and/or culvert improvements (pipe sizes, type, and flowline) will be located at the three structure locations (Rush Creek, Tributary of Rush Creek, and subdivision culvert crossing.)

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. Geotechnical investigation/recommendations
2. ROW survey
3. Detailed topographic survey other than that listed in the scope
4. Permitting and Coordination
5. Wetlands Delineation and 404 Permit Application
6. Tree Survey
7. Re-establishment of Survey Site Control
8. Floodplain analysis, FEMA Coordination and/or CLOMR/LOMR
9. Subsurface Utility Engineering Services
10. Franchise utility relocation requirements (except identification of power pole conflicts)
11. Franchise utility relocation costs
12. Water and wastewater upgrades and/or relocation analysis
13. Detailed storm sewer/drainage design and layouts
14. Construction plans

EXHIBIT "B"

**E. Stone Road Improvements Study
from S W Allen Blvd to Bennett Road**

PROJECT SCHEDULE

Services shall be completed per the following project development schedule.

<i>ITEM</i>	2021					
	JUN	JULY	AUG	SEPT	OCT	NOV
INVESTIGATION AND DATA COLLECTION	■					
SURVEY	■	■				
CRASH ANALYSIS		■				
DRAINAGE ANALYSIS		■	■			
PRELIMINARY SCHEMATICS		■	■			
FINAL SCHEMATICS				■		

NOTES:

1. SCHEDULE ASSUMES START DATE OF JUNE 1, 2021 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 FOUR (4) MONTH SCHEDULE. SCHEDULE MAY BE ADJUSTED PURSUANT TO COUNTY REQUIREMENTS.

EXHIBIT "C"

**E. Stone Road Improvements Study
from S W Allen Blvd to Bennett Road**

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:

<u>BASIC SERVICES</u>	<u>LUMP SUM FEE</u>	<u>SUBTOTAL</u>
Investigation and Data Collection	\$7,500	
Crash Analysis	\$7,500	
Drainage Analysis	\$12,000	
Preliminary Schematics	\$27,000	
Final Schematics	\$7,000	
Basic Services Total		\$61,000
<u>SPECIAL SERVICES</u>		
Limited Topographic Survey	\$8,000	
Special Services Total		\$8,000
Expenses		\$ 750
Total		\$69,750

EXHIBIT "D"

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 "E"

INSURANCE REQUIREMENTS

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

1.1.1 Commercial General Liability insurance 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 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 County, its officials, employees, volunteers and officers shall be contained in all policies.

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

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

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

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

1.4.1 A financial rating of A-VII or higher 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 County.

EXHIBIT "F"

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 Firm: BINKLEY & BARKFIELD, INC.
 Title of Officer: REGIONAL VICE PRESIDENT
 Signature of Officer: [Handwritten Signature]
 Print Name: RICHARD A. ARVIZU
 Date: MAY 5, 2021

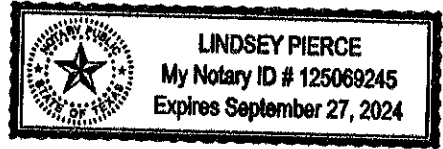
ACKNOWLEDGMENT

STATE OF TEXAS }
 }
 COUNTY OF Collin }

BEFORE ME, on this day personally appeared Richard Arvizu, known to me (or proved to me on the oath of drivers license 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 5th day of May, 2021.

Lindsey Pierce
 Notary Public, State of Texas
Lindsey Pierce
 Printed Name



My Commission expires on the 27th day of September, 2024.