

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, LJA Engineering, 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 the Collin County Storm Water Program Permit Renewal Term 4 "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, the County and its contractors to help facilitate efficient construction of the Project and maintain the Project schedule.

2.3 The Engineer shall advise the County with regard to the necessity for subcontract work such as special surveys, tests, test borings, or other subsurface investigations in connection with design and engineering work to be performed hereunder. The Engineer shall also advise the County concerning the results of same. Such survey, test, and investigations shall be furnished to the County.

2.4 The presence or duties of the Engineer's personnel at a construction site, whether as on-site representatives or otherwise, do not make the Engineer or its personnel in any way

responsible for those duties that belong to County's construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including but not limited to, all construction methods, means, techniques, sequences and procedures necessary for completing all portions of the construction work in accordance with the Contract Documents and any health or safety precautions required by such construction work. The Engineer and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

2.5 The Engineer will make periodic recommendations for periodic construction progress payments to the construction contractor. Recommendations by the Engineer to the County for periodic construction progress payments to the construction contractor will be based on the Engineer's knowledge, information, and belief from sampling and observation that the work has progressed to the point indicated. Such recommendations do not represent that there are not other matters at issue between the County and the construction contractor that affect the amount that should be paid.

2.6 The Engineer agrees to provide a complete and coordinated set of drawings and specifications for the construction of the Project, exercising the same degree of care, skill, and diligence as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. Construction drawings, specifications, and other construction documents prepared by the Engineer or its consultants and submitted to the County for approval or contractors for bidding or negotiation purposes shall be complete and capable of construction "as is". While the utility of communications between design professionals and construction contractors for the purpose of clarifying design intent is recognized, the Project should be capable of construction without the necessity of formal revisions or contract modifications to provide missing design information after construction contracts are awarded. Said documents shall comply with all applicable codes, ordinances, statutes, and regulations governing the design of the Project.

2.7 The Engineer shall assist the County in the preparation and filing of documents required for the approval of governmental authorities having jurisdiction over the Project.

III. Schedule of Services

3.1 The Engineer agrees to commence its services immediately upon execution of this Agreement, or as otherwise directed in writing by the County, and to proceed diligently with said services to completion 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, the County and its contractors to help facilitate efficient construction of the Project and maintain the Project schedule.

VII. Insurance

Engineer agrees to meet all insurance requirements as set forth on Exhibit "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).

The Engineer must be in compliance with the provisions of Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code. The Engineer shall perform services (1) with professional skill and care ordinarily provided by competent Engineers practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent Engineer.

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

XIII. Cost Estimates

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

XIV. Ownership of Documents

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

XV. Complete Contract

15.1 This Agreement, including the exhibits hereto numbered "A" through "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:

Mr. Clarence Daugherty, P.E.
Director Collin County Engineering Department
4690 Community Ave. Ste. 200
McKinney, TX 75071

Collin County Purchasing
2300 Bloomdale #3160
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:

James S. Wiegert
LJA Engineering
6060 N. Central Expwy, Ste 400
Dallas, TX 75206

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, NIGP-CPP, CPPB
Purchasing Agent

Court Order No.: _____

LJA Engineering, Inc.

Date: _____

By:  _____

James S. Wiegert
Print Name

Title: Senior Vice President

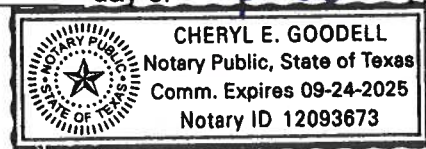
ACKNOWLEDGMENT

STATE OF TEXAS }
 }
COUNTY OF COLLIN }

BEFORE ME, Cheryl Goodell on this day personally appeared Jim Wiegert of W A Engineering, 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 2nd day of April, 2024

Cheryl Goodell
Notary Public, State of Texas
Cheryl Goodell
Printed Name



My Commission expires on the 24th day of Sept, 2025

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"

SCOPE OF SERVICES

A derivation of the scope of services is attached in the end of this agreement in the approved proposal .

EXHIBIT "B"

FINAL DESIGN COMPLETION SCHEDULE

This agreement shall be effective upon execution by both parties and shall be in effect until the project is fully completed.

Actual deliverable/milestone dates may be subject to change based on delayed critical path task items that are outside of the control of the Engineer and/or the County. A revised project design schedule will be provided by the Engineer in the event that an adjustment is necessary.

EXHIBIT "C"**PAYMENT SCHEDULE**

A derivation of the total contract fee amount is attached in the end of this attachment in the approved proposal.

Invoices will be transmitted to the County on a monthly basis based on a percentage of completion up to that time, and payments to the Engineer will be made as follows:

COMPENSATION SCHEDULE

2024 Services			
885	Storm Water Management Program (SWMP) Development	Lump Sum	\$54,300
886	SWMP BMP Implementation and Compliance	Lump Sum	\$26,100
889	SPCC Plan	Lump Sum	\$18,200
Z99	Reimbursable Expenses (Mileage, TCEQ Fees, Reproduction)	Lump Sum	\$1,150
TOTAL			\$99,750

ADDITIONAL SERVICES

Compensation for Additional Services not listed herein will be billed on a time and materials basis in accordance with LJA Standard Rate Schedule below or on a lump sum basis agreed upon at the time the work is authorized.

BILLING RATES

LABOR CATEGORY	LOWEST	HIGHEST
Department Head (VP, Division Manager)	\$225.00	\$295.00
Sr. Project Manager	\$190.00	\$275.00
Senior Water Quality Specialist	\$145.00	\$235.00
Professional Engineer (Project Engineer, APM)	\$120.00	\$195.00
Graduate / Design Engineer	\$100.00	\$160.00
Sr. Construction Manager	\$120.00	\$215.00
Construction Engineer	\$ 90.00	\$180.00
Construction Inspector	\$ 85.00	\$150.00
GIS Developer	\$100.00	\$190.00
GIS Analyst	\$ 70.00	\$125.00
Clerical (Admin. Assistant)	\$ 60.00	\$125.00
Intern	\$ 50.00	\$ 90.00

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"

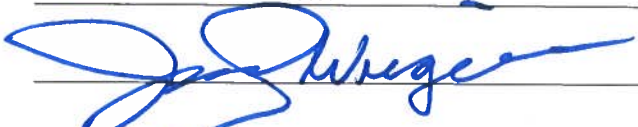
AFFIDAVIT OF REGULATION OF CONFLICTS OF INTEREST

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: LJA Engineering, Inc.

Title of Officer: Senior Vice President

Signature of Officer: 

Print Name: James S. Wiegert


Date: April 2, 2024

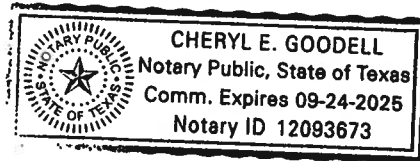
ACKNOWLEDGMENT

STATE OF TEXAS }
 }
 COUNTY OF Dallas }

BEFORE ME, on this day personally appeared Jim Wiegert, known to me (or proved to me on the oath of personally known 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 2nd day of April, 2024


 Notary Public, State of Texas
Cheryl Goodell
 Printed Name



My Commission expires on the 24th day of Sept., 2025.



February 23, 2024

PROPOSAL

Tracy Homfeld, PE, CFM
Assistant Director
Collin County Engineering
4690 Community Ave., Ste. 200
McKinney, TX 75071

Re: Storm Water Management Program and Compliance
Collin County, Texas
LJA Job No. NTP4750-TBD
LJA Proposal No. 24-27655

Dear Ms. Homfeld:

LJA Engineering, Inc. is pleased to submit this proposal for the following services in accordance with the terms and conditions set forth in the Professional Services Agreement (PSA) between LJA Engineering, Inc., and Collin County.

PROJECT DESCRIPTION

Collin County (County) has engaged LJA to assist the County with revisions to its Storm Water Management Program (SWMP) in response to changes in the Texas Pollutant Discharge Elimination System (TPDES) Phase II Municipal Separate Storm Sewer System (MS4) general permit (TXR040000) requirements proposed by the Texas Commission on Environmental Quality (TCEQ). The revised permit was scheduled to be issued on January 24, 2024; however, TCEQ has postponed issuing the permit until August 2024. The County would then have 180 days to prepare a revised SWMP and submit an NOI electronically to the TCEQ.

Services include the development of a 5-year SWMP, with phased implementation tasks and measurable goals, preparation and submission of the County's Notice of Intent (NOI) for permit coverage under the State of Texas' general permit, and other ancillary services related to the County's storm water program. Services included in this proposal are intended to meet the needs of the County's storm water program and development of certain program elements, known as Minimum Control Measures (MCMs) for new or revised Best Management Practices (BMPs) as required by TXR040000.

SCOPE OF SERVICES

SPECIAL SERVICES

885. STORM WATER MANAGEMENT PROGRAM (SWMP) DEVELOPMENT

Prepare a SWMP for the County in accordance with the final issuance of TXR040000 by the TCEQ in August 2024. The SWMP will be developed by conducting:

TASK 1: PROJECT MEETINGS

LJA will conduct one (1) in-person project kick-off meeting with the County. The purpose of the meeting is to review the project scope and schedule, confirm points of contact, establish the schedule for intermediate tasks, confirm billing procedures, and to discuss project procedures including quality assurance reviews.

LJA will coordinate and attend monthly project status meetings during the estimated 6-month project schedule. For the purposes of this cost proposal, five (5) virtual project status meetings are assumed. The virtual meetings will be held via Microsoft Teams or other appropriate meeting platform.

One (1) in-person departmental meeting will be held with County departments that have oversight responsibilities to present recommended BMPs and measurable goals. A presentation will be given to highlight which BMPs are changing and which BMPs are being added to each department's responsibilities. The goal of the meeting will be to receive comments on proposed changes to the SWMP and suggestions for effective management and implementation.

The deliverable for this task will include a project directory, a project schedule, meeting agendas, presentations materials for the departmental meeting, and meeting minutes.

TASK 2: WATER QUALITY DATA REVIEW

LJA will perform a brief review of water quality data and potential water quality regulations affecting the County's MS4 permit. This is anticipated to include a review of State water quality assessments, 303(d) listings, potential TMDL requirements, TMDL implementation plans, North Central Texas Council of Governments (NCTCOG) water quality data and data from other readily available sources.

A brief technical memorandum will be produced for this task summarizing the review, identified pollutants of concern, geographic problem areas, or other elements that may impact how the County develops its storm water program. The contents of the technical memorandum will be included in the final SWMP section on water quality of receiving waterbodies.

TASK 3: TCEQ PERMIT REVIEW AND COUNTY BMP CROSSWALK

After the final Small MS4 General Permit (TXR040000) is approved by the TCEQ commissioners and published in the Texas Register, LJA will review the final permit requirements and compare BMP requirements to the County's current SWMP. A regulatory crosswalk will be prepared that compares BMPs contained in the County's current SWMP to permit requirements and determine what changes need to be made to existing BMPs for compliance. Where no comparable BMP exists to meet the new permit requirements, LJA will propose new BMPs based on our knowledge of the County's current operations and capabilities.

The deliverable for this task will include a crosswalk table in Microsoft Excel outlining the current BMPs and new BMPs required under the 2024 revised TXR040000 with proposed changes to meet permit requirements.

TASK 4: DRAFT STORM WATER MANAGEMENT PROGRAM (SWMP)

LJA will develop preliminary BMP recommendations for each of the six (6) MCMs. For each recommended BMP, LJA will develop implementation tasks and measurable goals utilizing TCEQ guidance and existing program information from the County departments. The program elements for each of the six MCMs will be compiled into a master document. Five (5) copies of the draft SWMP will be prepared and submitted to County staff for review prior to the Departmental meeting discussed in Task 1. Proposed changes to the SWMP will be presented to the departments as outlined in Task 1 to receive comments and feedback.

TASK 5: FINAL STORM WATER MANAGEMENT PROGRAM (SWMP)

Following the presentation to the County Departments and receipt of comments, LJA will prepare the final SWMP document. One (1) digital copy on a thumb drive and five (5) hardcopies of the final SWMP will be delivered to the County.

TASK 6: PREPARATION OF NOI

The County's notice of intent (NOI) for coverage under the TPDES general permit for small MS4s will be completed in accordance with TCEQ guidance. The NOI will be submitted electronically through the EPA's NPDES electronic permitting and reporting system for the MS4 program, NeT-MS4 software interface.

LJA will register the County as a User on EPA/TCEQ's Central Data Exchange (CDX) with a User ID and Password for a NeT-MS4 Account. LJA will set appropriate authorization levels for the consultant in a preparer role and County staff with signatory authority in the NeT-MS4 System. Includes responding to 1 round of comments from TCEQ.

886. SWMP BMP IMPLEMENTATION AND COMPLIANCE

LJA will assist the County in complying with new or changing BMP requirements in their SWMP. These are considered Year 1 activities under the new 5-year permit term. Year 1 will begin on the date that the revised permit is issued and extend to the end of the calendar year following issuance. Year 1 will not be a full year and the County may need assistance with these tasks.

MCM 1 – PUBLIC EDUCATION - WEBSITE AND PUBLIC EDUCATION CONTENT

LJA will provide updated public education content to reflect the new permit requirements. This will include providing updated content and graphics for the Collin County website, brochures, and social media posts. The posts will be suitable for posting on one or more social media platforms available to the County.

Deliverables will include digital files for the update of one (1) stormwater webpage, up to three (3) updated one-page, double sided, tri-fold brochures, and four (4) seasonally appropriate social media posts. Submittal of content to IT staff, public information department or other appropriate departmental staff is the responsibility of the County. The County will be responsible for posting seasonal messages on chosen social media platforms.

MCM 3 - GIS MAPPING AND OUTFALL DETERMINATION

LJA will update the County's MS4 Outfall Map based on current City Limit boundaries for communities in Collin County. The map will overlay the unincorporated areas of the County with County-maintained roadways and EPA defined urban areas based on the 2020 U.S. Census Bureau data.

Deliverables will include a set of GIS maps and digital files (PDF, MXD, and SHP) on a thumb drive.

MCM 3 – ILLICIT DISCHARGE DETECTION AND ELIMINATION (IDDE) SOP MANUAL

The draft permit requires a Standard Operating Procedure (SOP) Manual for the Illicit Discharge (ID) response, including inspection, source investigation and corrective actions used for illegal dumping, illicit discharges, and spills. LJA will meet with the responsible departments, the Fire Marshal for HAZMAT Spill Response, Development Services for illicit discharges from failing OSSFs, and the County Sheriff's department for investigation and enforcement of illegal dumping to prepare a consolidated SOP manual for the County's response to these occurrences. It is assumed that each department has standardized procedures for responding to discharges and complaints, but these procedures need to be consolidated into a single "County-Wide" SOP Manual. Task includes one in-person meeting with the responsible departments to develop the procedures and workflow/responsibilities diagrams.

Deliverables will include 5 hard copies of the SOP Manual for the following departments (Fire Marshal, Development Services, County Sheriff, Public Works and Engineering) along with digital files (PDF and Microsoft Word).

MCM 3 - UPDATED ID EMPLOYEE TRAINING

The SOP manual and Response Flow-Charts will be incorporated into an updated ID training for County workers. Updated training materials will include a presentation in PowerPoint. The County is responsible for conducting the training.

889. SPILL PREVENTION CONTROL AND COUNTERMEASURE (SPCC) PLAN

LJA will conduct an on-site inspection and facility review for the County Equipment Services Department to update the Spill Prevention Control and Countermeasure Plans. The current SPCC plans were developed in 2019 for two County facilities: the Wilmeth Road Service Center and the Farmersville Barn. LJA personnel will tour the facilities and confirm storage quantities, procedures and inspection logs and update the SPCC plans based on the findings and current regulations.

Deliverable: The deliverable for this task will include draft and final SPCC plans. One (1) electronic copy (thumb drive) and two (2) hard copies of each plan will be provided.

GENERAL CONDITIONS

This Scope is based on the following General Conditions:

- LJA is not responsible for system outages or software glitches associated with the EPA/TCEQ electronic permitting and reporting system.
- The current TCEQ application fee (as specified in the draft permit) for a Phase II (Small) MS4 permit is \$400 to be submitted with the NOI. It is assumed that the application fee will remain unchanged in the final issuance of the permit. The application fee will be paid to TCEQ on

Tracy Homfeld
February 23, 2024
Page 5 of 6

behalf of the County when the NOI is submitted electronically (within 180 days after final permit issuance).

- An annual Water Quality fee of \$100.00 as authorized under TWC § 26.0291 will be paid to TCEQ on behalf of the County in December 2024.

Services specifically excluded from this proposal include but are not limited to:

- Legal and accounting services for the project not specifically described above.
- Additional project meetings not specifically described above.
- Technical support for negotiation issues.
- Testimony as an expert witness in any litigation.
- Public notice / public meetings not specifically described above.
- Other services not specifically enumerated above.

COMPENSATION SCHEDULE

2024 Services			
885	Storm Water Management Program (SWMP) Development	Lump Sum	\$54,300
886	SWMP BMP Implementation and Compliance	Lump Sum	\$26,100
889	SPCC Plan	Lump Sum	\$18,200
Z99	Reimbursable Expenses (Mileage, TCEQ Fees, Reproduction)	Lump Sum	\$1,150
TOTAL			\$99,750

ADDITIONAL SERVICES

Compensation for Additional Services not listed herein will be billed on a time and materials basis in accordance with LJA Standard Rate Schedule below or on a lump sum basis agreed upon at the time the work is authorized.

BILLING RATES

LABOR CATEGORY	LOWEST	HIGHEST
Department Head (VP, Division Manager)	\$225.00	\$295.00
Sr. Project Manager	\$190.00	\$275.00
Senior Water Quality Specialist	\$145.00	\$235.00
Professional Engineer (Project Engineer, APM)	\$120.00	\$195.00
Graduate / Design Engineer	\$100.00	\$160.00
Sr. Construction Manager	\$120.00	\$215.00
Construction Engineer	\$ 90.00	\$180.00
Construction Inspector	\$ 85.00	\$150.00
GIS Developer	\$100.00	\$190.00
GIS Analyst	\$ 70.00	\$125.00
Clerical (Admin. Assistant)	\$ 60.00	\$125.00
Intern	\$ 50.00	\$ 90.00

Tracy Homfeld
February 23, 2024
Page 6 of 6

REIMBURSABLE EXPENSES

In performance of the Scope of Services, the following types of expenses are included in the Total Proposal Fee. These are considered Reimbursable Expenses and LJA will be compensated for in accordance with the following:

1. Reproduction, out-of-town travel expenses, employee travel and mileage, and other non-labor charges directly related to the Project will be billed at cost.
2. Filing fees, permit fees, and other special charges which are paid to the regulatory agency on behalf of the County will be billed at cost.
3. Vehicle mileage will be charged at the current IRS mileage rate per mile for all travel.

If this proposal meets with your approval, please prepare a purchase order.

We appreciate this opportunity to submit this proposal and look forward to working with you on this project. If you have questions, please call me at 817.897.1121.

Sincerely,

COLLIN COUNTY ENGINEERING



Joan Flowers, CPSWQ
Senior Water Quality Project Manager

By: _____

Name: _____



Jeffrey Alvarez, PE, CFM
Senior Project Manager

Date: _____

JF/bb