



October 29, 2024

Exhibit A

Collin County
700A West Wilmeth
McKinney, Texas 75069
Attention: Mr. Mark Hines

RE: Justice Center Fuel Oil Projects – Construction Oversight
McKinney, Texas

Proposal No. AS 2053

MD Engineering, LLP (MD Engineering) is pleased to submit the following scope of work to provide professional Engineering Services for the above-mentioned project. The contract conditions are referenced in the County's IDIQ contract with MD Engineering. The following proposal documents our understanding of the scope of the project, fee, and estimated design timeline.

SCOPE OF SERVICES:

We appreciate the opportunity to submit this proposal for Construction Oversight Services associated with the Inspection of Emergency Generator Fueling System Replacement project. This proposal is for additional services defined within the attached Exhibit "A" – Scope of Construction Inspection Services. MD Engineering recognizes that this will require a full-time person on site to provide Daily Work Reports and identify any known deficiencies observed while on site. This person will be responsible for verification of monthly pay application and as-built documentation during construction.

We will perform these additional services for a lump sum price of three hundred and sixty-four thousand dollars (\$364,000). This fee is based on the project running a full work calendar year (260 days) at one thousand four hundred dollars per day (\$1,400 / day). The contract may be broken up into 3 month increments at ninety-one thousand dollars (\$91,000) with a three-month renewal. There is no early cancellation of contract. To extend beyond one full work year calendar, contract may be renewed monthly at a rate of thirty thousand three hundred dollars (\$30,300).

FEES

MD Engineering will provide the above services for a stipulated design fee of Three hundred and twenty-three thousand dollars (**\$ 323,000**) based on the scope listed above. The contract may be broken up into 3 month increments at One hundred and seven thousand and seven hundred dollars (\$107,700) with a three-month renewal. There is no early cancellation of contract.

SCHEDULE

It is understood the construction schedule is 268 days which is what the construction oversight is based on.

HOURLY RATES

Our standard hourly rates as indicated and described in Exhibit C of the Engineering Services Agreement (2023-258), is listed below:

Principal	\$ 235.00
Engineer (FP)	\$ 205.00
Sr. Engineer (MEP)	\$ 200.00
Commissioning Agent	\$ 195.00

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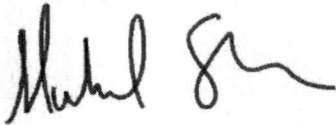
Construction Administrator	\$ 195.00
MEP Peer Reviewer	\$ 185.00
Engineer (MEP)	\$ 175.00
Associate (FP)	\$ 165.00
RCCD	\$ 145.00
Designer (MEP)	\$ 110.00

REIMBURSABLE EXPENSES

Reimbursable expenses are billable in addition to the fees for Basic Services. Travel expense outside the DFW Metroplex, delivery charges, plotting, and printing costs will be reimbursable at our exact cost. It is expected for this project scope the reimbursable expenses will not exceed \$1,000.

Thank you for the opportunity to submit this scope of work. We look forward to working with you on this project.

Sincerely,
MD Engineering, LLP

A handwritten signature in black ink, appearing to read 'Michael Smith', with a stylized flourish at the end.

Michael Smith, PE LEED® AP
President

EXHIBIT "A"

SCOPE OF CONSTRUCTION INSPECTION SERVICES

PROJECT DESCRIPTION:

Inspection and construction management of the Emergency Generator Fueling System Replacement per the plans prepared by MD Engineering including any addenda or change orders. 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 MD Engineering, including any addenda or change orders.

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. 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 project plans and specifications.
 - 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 all fill and embankment.
 - ii. 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.

- iii. Removal of underground storage tanks and replacement of aboveground storage tanks.
- iv. All electrical work.
- v. Abandonment of existing pipeline.
- 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. ENGINEER shall submit DWRs to the OWNER on a weekly basis.
- 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.
12. 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 County. 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 project area.
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 MD Engineering and Collin County.

Construction Administration

1. (ENGINEER) to attend pre-construction meeting
2. Respond to RFI's.
3. Review shop drawings.
4. Prepare change orders.

5. Conduct final walk-thru with County representative.
6. Prepare construction "Record Drawings" based upon mark-ups and information provided by the construction contractor(s). Submit one blackline set to the County.