



ROCKWALL COUNTY

REQUEST FOR QUALIFICATIONS

RFQ #22-04-001

ENGINEERING DESIGN SERVICES

ROCKWALL COUNTY ON-SYSTEM PROJECTS

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**ROCKWALL COUNTY, TEXAS
RFQ #22-04-001**

**ENGINEERING DESIGN SERVICES
ON-SYSTEM PROJECTS**

I. GENERAL

Rockwall County Commissioners Court is requesting Qualification Statements from firms who can adequately demonstrate they have the resources, experience, and qualifications to provide Engineering Design Services for the projects identified in Exhibit B.

If your firm would be interested in submitting qualifications for these projects, please submit six (6) complete sets, as well as one electronic copy in PDF format on flash drive, prior to 2:00 p.m., Tuesday, April 26, 2022. Qualification Statements should be sent to:

Lisa Constant Wylie
Rockwall County Auditor
1111 E Yellowjacket Lane
Suite 202
Rockwall, TX 75087

Late statements will not be accepted. Each firm is responsible for ensuring that responses to this RFQ have been delivered by date, time, and location specified. All questions shall be posted to Rockwall County's on-line bidding services, www.bidnet.com, by Tuesday, April 19, 2022. Respondents are responsible for ensuring that all answers to questions are reviewed prior to submittal.

Except for the submission of written questions or in response to requests or inquiries from Rockwall County, firms shall refrain from contacting members of the Selection Committee, Commissioners Court, consultants, or other staff with respect to this RFQ or the selection process.

By submitting a response to this RFQ, each firm unequivocally acknowledges that he/she has read and fully understands this RFQ, has asked questions, and has received satisfactory answers from Rockwall County regarding any provisions of this RFQ with regard to which clarification was desired.

All responses submitted become the property of Rockwall County and are subject to the Public Information Act (Texas Government Code Chapter 552). All documentation shall be open for public inspection, except for trade secrets and confidential information so identified by firm as such. All confidential information should be specifically and conspicuously marked as such in red. Rockwall County will follow all requirements and procedures in the Public Information Act when responding to requests for disclosure of documents.

DISCLOSURE OF CERTAIN RELATIONSHIPS: Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government must complete and file a conflict of interest questionnaire disclosing (form CIQ) disclosing any affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of Rockwall County no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Texas Local Government Code. The forms for reporting are available at: <http://www.ethics.state.tx.us/forms/conflict>

By submitting a response to this request, the respondent represents it is compliant with the requirements of Chapter 176 of the Texas Local Government Code. Please send completed forms to the Rockwall County Clerk's Office located at 1111 E Yellowjacket Lane, Suite 100, Rockwall, TX 75087.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) CONTRACTING: The goal of Rockwall County is to ensure all HUBs, as described in the Texas Government Code, Title 10 Subtitle D, Chapter 2161, have maximum opportunities to participate in the county's procurement and award of contracts and subcontracts. Rockwall County will make a good faith effort to increase contract awards for the purchase of goods or services from the HUBs. HUB vendors are encouraged to participate in the county's purchasing and bidding process. While the county is oriented to adhere to good faith efforts, nothing in this effort shall be construed to establish set-asides or mandatory quotas. The county and all prime contractors (if subcontracts are to be let) will take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business.
4. Establishing delivery schedules, where the requirements permit, which encourage participation by small and minority business, and women's business enterprises.
5. Using the services and assistance of the Small Business Administration, the Minority Business Development Agency of the Department of Commerce and the Texas Comptroller's (TPASS) Centralized Master Bidders List HUB Directory.

II. EVALUATION

The Request for Qualifications will be evaluated using a point system (100) divided as follows:

A. Firm Qualifications (40)

1. Background/Qualifications of the firm (20)
2. Availability and dedication to Rockwall County project (5)
3. Contract requirements (5)
4. Response to Disclosure Requirements in IV. A. 6. (5)
5. Clarity and brevity of the response and requested information included and thoroughness of response to the requirements (5)

B. Technical Qualifications (Project) (60)

1. Qualifications of key personnel adequate for requirement (10)
2. Verifiable relevant experience (20)
3. Understanding of the project (10)
4. Creativity and thoroughness of proposed approach and/or methodology to providing services (20)

It is understood that Rockwall County reserves the right to accept or reject any and/or all responses to this RFQ as it deems to be in the best interest of Rockwall County. Receipt of Qualification Statements shall be acknowledged by Rockwall County and the contents kept secret during the evaluation and negotiation process in order to avoid disclosure to competing respondents. However, all documentation shall be open for public inspection after a contract is awarded, except for trade secrets and confidential information so identified by Respondent as such. All confidential information should be clearly marked in red.

Any cost or expense incurred by Respondent associated with preparation of the submittal, including costs incurred during the selection process, shall be borne by Respondent. It is understood that Rockwall County reserves the right to accept or reject any and/or all responses to this RFQ as it shall deem to be in the best interest of Rockwall County.

Some firms considered for project selection may, at the sole discretion of Rockwall County, be required to appear and present oral presentations. The oral presentations, if required, shall be conducted to enable the committee to further evaluate the Respondent's capability to provide project-specific services. Rockwall County will notify the affected firms of the schedule, order, and procedure for the presentation, including the content, time limits, use of handouts or visual aids, etc. The oral presentations shall be scored by the Selection Committee. Notwithstanding the foregoing, Rockwall County may elect to forego oral presentations for project. Consequently, all responses shall be comprehensive and clear on their face, and no firm should rely upon the opportunity to present additional or clarifying information during oral presentations.

Respondents to this RFQ should understand that Rockwall County will select a firm according to its response to this RFQ and the qualifications of the key personnel represented in the response. In this context, Responders should further understand that project managers or key personnel on county projects, once selected, are expected to remain in place. Any changes in key personnel must be disclosed to the county as soon as possible, but no later than three business days after key personnel are removed from the project. Any replacement in project manager or key personnel must be deemed satisfactory by the county.

Evaluation for Projects listed in Exhibit B

The county will select one firm for each of the projects as identified in Exhibit B and will contract for scope as services are needed. Additional services may be contracted with the selected firm as needed.

Once Qualification Statements are reviewed, a recommended ranking will be compiled by an Evaluation Committee appointed by Commissioners Court. Interviews may be conducted with the firms most qualified. Additional information may be required at that time. Commissioners Court will select the firm most qualified upon review of the recommendations from the Evaluation Committee. Negotiations will begin with the firm determined to be most qualified for the project. Commissioners Court will make the final selection and approve the proposed contract.

Negotiations will include selection of specific services as in the best interest of Rockwall County. The selected firm must be prepared to enter negotiations with each service individually represented by costs and necessity to the overall project. Rockwall County may elect to contract for any or all of the proposed services after negotiations.

Upon conclusion of the project selection process, Rockwall County will attempt to negotiate a contract for the provision of services with the most qualified firm. If a satisfactory contract cannot be reached, negotiations will end with that firm and negotiations will begin with the second most qualified firm, and so on according to the provisions of the Chapter 2254 of the Texas Government Code. Rockwall County Commissioners Court will make the final selection and approve any proposed contract.

III. SCOPE OF SERVICES

The intent of this solicitation is to retain a qualified firm to work with Rockwall County to provide Engineering Services for the projects further described in Exhibit B. Projects are identified as follows:

1. FM 3097
2. FM 548
3. FM 551

Firms will be selected as prime provider with possible services to develop and prepare schematics; route studies; environmental documents; hydrology and hydraulic studies; geotechnical testing; and plans, specifications, and estimate (PS&E) for Rockwall County projects. Provider will be responsible for design of all required drainage facilities, including, without limitation, bridges, culverts, and storm drainage systems. For waterway bridge structures, the work includes a scour report and analysis. Other activities include design of traffic control plans; storm water pollution prevention plans (SW3P); and design of signals, illumination, signage, and striping. Other services which may be required are right-of-way maps, design and construction surveys, aerial mapping, subsurface utility engineering, and right-of-way acquisition services. Construction management and inspection services may also be required.

All services performed by the provider(s) on TxDOT roadways shall be in accordance with TxDOT's policies, guidelines, and procedures. The selected firm will be registered with the Texas Board of Professional Engineers, and key personnel will be licensed by the Texas Board of Professional Engineers. The Scope of Services will include coordination with the appropriate related entities of Rockwall County government including, but not limited to, the Department of Public Works/Engineering, Commissioners Court, the office of the District Attorney, and support services related thereto.

IV. QUALIFICATION STATEMENTS

Submittals shall be a bound 8½-inch by 11-inch report in portrait orientation with a Table of Contents and all pages numbered in sequence. Submittals shall include one original and five copies, for a total of six, as well as one electronic copy in PDF format submitted on flash drive. Binding must allow reports to lay flat when opened (no 3-ring binders). Response to this RFQ should be single sided and limited to the page limitations and format listed below. Section dividers and Table of Contents do not count in the page limitations. Minimum font type or font size on graphics and charts shall be 10 point. Type size for text shall be 12 point. Each section shall be clearly identified and tabbed. Respondents shall not submit pricing in this package.

Rockwall County will accept qualification statements on any or all of the Projects listed in Exhibit B. Your firm may submit on one or all. If submitting for more than one, only one qualification statement is required, but each Project must be responded to individually as indicated herein. Submittal shall be presented in order of Section A for the Firm and Section B for each Project your firm selects.

A. Firm

1. Table of Contents (1 page)
2. Executive Summary (2 pages):
 - a. Include name, address, e-mail, and telephone number of the firm submitting the proposal;
 - b. Include a summary of the firm's interest in this service; and
 - c. Include the name and contact information of one or more individuals authorized to represent the Respondent in its dealings on a contractual basis.
3. Company Qualifications (5 pages): Include information that demonstrates company's ability to fully represent the county for the specified project and services.
4. Firm's Schedule Compliance and Firm's Commitment Statements (2 pages):
 - a. A statement concerning the firm's ability to comply with dedicated and accelerated schedules upon direction of the Rockwall County Commissioners Court; and
 - b. A statement concerning your firm's commitment to Rockwall County and how services will be prioritized in the best interest of Rockwall County.
5. Negotiation Requirements (2 pages):

- a. Include a description of what information will be required during negotiations to finalize the contract with your firm; and
 - b. Identify any unacceptable provisions, exclusions, or omissions within the example contract form included as Exhibit A.
6. Disclosure (4 pages):
- a. Respondents to this RFQ shall disclose all potential conflicts of interest or representation of any firm that could be involved in the proposed program and acknowledgement of compliance with Section 176.001 of the Government Code as required herein (1 page). The disclosure section of this RFQ must be addressed specifically in your response, even if no conflicts exist. Disclosure of Certain Relationship forms shall be submitted to the Rockwall County Clerk and not submitted with your response (1 page).
 - b. Respond to each of the following (2 pages):
 1. Address any litigation that your firm may be, or has been, involved in over the last five (5) years;
 2. Identify all contracts involving your firm that were terminated due to non-performance over the last five (5) years; and
 3. Identify adverse actions sanctioned by any regulatory authorities over the last five (5) years.

B. Technical Qualifications per Project

For the Project identified in Exhibit B, respond to the items listed below. Each project shall be clearly identified by Project number and title and shall be limited to the page numbers per Project below (not to exceed 20 pages per Project for which Respondent submits).

1. Key Personnel Qualifications (7 pages):
 - a. Names, qualifications, and individual responsibilities of key personnel who will participate in the project;
 - b. An organization chart and required qualification documentation; and
 - c. A list of all proposed subcontractors, to the extent known, along with their current HUB status.
2. Verifiable Experience (5 pages):
 - a. Include details regarding firm's verifiable experience with projects of similar size and complexity, including a detailed list of responsibilities and summary of accomplishments per identified client; and

- b. A list of projects completed within the last 5 years including the name and location of each project, the client, and a contact person and phone number.
3. Understanding of Project Services and Exchange of Information (2 pages):
 - a. Include a summary statement identifying your understanding of the project services; and
 - b. Outline the manner in which coordination and exchange of information will be assured between all parties to ensure a successful project.
4. Approach and Methodology (6 pages):
 - a. Describe the approach and/or methodology to be taken by your firm to represent the interests of Rockwall County during each project.
 - b. Documentation should include overall approach as well as the proposed methodology by identified tasks.

PROJECT MANAGER AND TASK LEADER REQUIREMENT:

In selecting a firm as most qualified for each project, the county will evaluate a proposed Project Manager's and Task Leader qualifications against the requirements and demands of the project. As such, the commitment of the Project Manager and Task Leader is of vital importance to the county. The county expects that the Respondent commit to the Project Manager and Task Leader(s) noted in its response to the RFQ for the duration of the contract. Project Manager or Task Leader replacement on an active contract will require prior consent from the county. Any such replacements will be subject to the terms of the agreement.

Project Manager or Task Leader Replacement during Selection Process:

Prior to notification as most qualified, the Respondent's Project Manager or Task Leader may be replaced only by another prime provider staff person as approved in writing by the selection committee. After most qualified notification, a Project Manager or Task Leader may not be replaced. A proposed replacement for the position must satisfy the applicable precertification and non-listed category requirements.

Requirement for Submittal of Request by Respondent:

When requesting a replacement for a Project Manager or Task Leader, the Respondent must submit a letter to the county to include the name and resume of proposed replacement Project Manager or Task Leader and the reason for the replacement. The county will evaluate the proposed replacement Project Manager or Task Leader for suitability to the project requirements. Respondent must notify the county within three business days of the departure of the Project Manager or Task Leader. If a replacement Project Manager or Task Leader has not been determined at the time of the submittal of the letter, the Respondent may notify the county that the information will follow in a timely manner.

V. AWARD SCHEDULE

Key project planning schedule milestones are as follows:

Rockwall County Commissioners Court approves the RFQ and schedules newspaper publication	March 22, 2022
First newspaper publication	April 1, 2022
Second newspaper publication	April 8, 2022
Deadline for Questions to Rockwall County Auditor.....	April 19, 2022
RFQ Deadline	April 26, 2022
Evaluations Complete and recommendations made to Rockwall County Commissioners Court for upcoming firm presentations	May 10, 2022
Presentations by each firm made to Rockwall County Commissioners Court, if necessary	May 24, 2022
Rockwall County Commissioners Court acts to select top firm and begin negotiations	May 24, 2022

Exhibit A

Standard Contract Form

Example Only

AGREEMENT BETWEEN COUNTY AND ENGINEER

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.

THIS AGREEMENT is made on the _____ day of _____, 2022,

Between the **COUNTY:**

ROCKWALL COUNTY, TEXAS
c/o Rockwall County Commissioners Court
Attention: County Judge
101 East Rusk, Suite 202
Rockwall, Texas 75087

and the **ENGINEER:**

for the following **PROJECT:**

Professional Engineering and Surveying Services for

in an **AMOUNT** not to exceed: \$_____

The COUNTY and ENGINEER agree as set forth below.

ARTICLE I
ENGINEER’S RESPONSIBILITY

1.1 ENGINEER’S SERVICE

1.1.1 The ENGINEER’S services consist of those services performed by the ENGINEER, ENGINEER’S employees and the ENGINEER’S consultants as enumerated in Articles 2 and 3 of this Agreement.

1.1.2 The ENGINEER'S services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. The ENGINEER shall submit for the COUNTY'S approval a schedule for the performance of the ENGINEER'S services which may be adjusted as the Project proceeds and shall include allowances for periods of time required for the COUNTY'S review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the COUNTY shall not, except for reasonable cause, be exceeded by the ENGINEER or the COUNTY.

ARTICLE II
SCOPE OF ENGINEER'S BASIC SERVICES

2.1 DEFINITION

2.1.1 The ENGINEER'S Basic Services consist of those described in attached Exhibit "A" and incorporated by reference hereto – SCOPE OF BASIC SERVICES TO BE PROVIDED BY _____, TO ROCKWALL COUNTY.

ARTICLE III
ADDITIONAL SERVICES

3.1 GENERAL

3.1.1 The services described in attached Exhibit "A" as Additional Services are not included in the Basic Services. It is expressly understood and agreed that ENGINEER shall not furnish any of the additional services without the prior written authorization of the COUNTY or the COUNTY'S designee. The COUNTY shall have no obligation to pay for such additional services, which have been performed without the prior written authorization of the COUNTY as herein above provided.

3.1.2 Services which could possibly be required, but at the time of this Agreement were yet to be determined and which are not included in the Basic Services or Additional Services as identified and described in EXHIBIT "A" and EXHIBIT "B," respectively, shall be considered Contingent Additional Services. A list of possible Contingent Additional Services that could be needed as the Project proceeds is included at the end of Exhibit "B."

It is expressly understood and agreed that the ENGINEER shall not furnish any of the Contingent Additional Services without the prior written authorization of the COUNTY or the COUNTY'S designee. The COUNTY shall have no obligation to pay for such Contingent Additional Services, which have been performed without the prior written authorization of the COUNTY as herein above provided.

ARTICLE IV
COUNTY'S RESPONSIBILITY

4.1 The COUNTY shall provide full information regarding requirements for the Project, including a program, which shall set forth the COUNTY's objective, schedules, constraints, and criteria.

4.2 The COUNTY shall establish and update an overall budget for the Project, including the Construction Cost, the COUNTY'S other costs and reasonable contingencies related to all of these costs.

4.3 The COUNTY shall designate a representative authorized to act on the COUNTY'S behalf with respect to the Project. The COUNTY, or such authorized representative, shall render decisions in a timely manner pertaining to documents submitted by the ENGINEER in order to avoid unreasonable delay in the orderly and sequential progress of the ENGINEER'S service.

4.4 The COUNTY shall give prompt written notice to the ENGINEER if the COUNTY becomes aware of any fault or defect in the Project or non-conformance with the contract documents. Any delay by the COUNTY in providing said notice shall not constitute a waiver, a bar or act to estop the COUNTY from exercising any of its rights under this contract.

4.5 Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as the COUNTY deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the ENGINEER.

4.6 The proposed language of certificates or certifications requested of the ENGINEER or the ENGINEER'S consultants shall be submitted to the ENGINEER for review and approval at least 14 days prior to execution. The COUNTY shall not request certifications that would require knowledge or services beyond the scope of this Agreement.

4.7 The COUNTY shall also provide those specific items identified in the attached Exhibit A incorporated by reference hereto – ITEMS TO BE PROVIDED BY THE COUNTY TO THE ENGINEER.

ARTICLE V

CONSTRUCTION COST

5.1 DEFINITION

5.1.1 The Construction Cost shall be the total cost or estimated cost to the COUNTY of all elements of the Project designed or specified by the ENGINEER.

5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the COUNTY and equipment designed, specified, selected or specially provided by the ENGINEER, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the work during construction.

5.1.3 Construction Cost does not include the compensation of the ENGINEER and the ENGINEER'S consultants, the costs of the land, right-of-way, financing or other costs which are the responsibility of the COUNTY.

5.2 RESPONSIBILITY FOR CONSTRUCTION COSTS

5.2.1 Evaluations of the COUNTY'S Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the ENGINEER, represent the ENGINEER'S best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the ENGINEER nor the COUNTY has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the ENGINEER cannot and does not warrant or represent that bids or negotiated prices will not vary from the COUNTY'S Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the ENGINEER.

ARTICLE VI

USE OF ENGINEER'S DRAWINGS, SPECIFICATIONS, AND OTHER DOCUMENTS

6.1 The COUNTY shall be the absolute and unqualified owner of all drawings, preliminary layouts, record drawings, sketches and other documents prepared pursuant to this Agreement by the ENGINEER with the same force and effect as if the COUNTY prepared same. Copies of complete or partially completed mylar reproducible, preliminary layouts, record drawings, sketches and other documents prepared pursuant to this Agreement shall be delivered to the COUNTY when and if this Agreement is terminated or upon completion of this Agreement, whichever occurs first. The ENGINEER may retain one set of reproducible copies of the documents and these copies shall be for the ENGINEER'S sole use in preparation of studies or reports for the COUNTY. The ENGINEER is expressly prohibited from selling, licensing, or otherwise marketing or donating these documents, or using the documents in preparation of other work for any other client, without the prior express written permission of the COUNTY.

6.2 All documents including reports, drawings and specifications prepared by the ENGINEER pursuant to this Agreement are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by the COUNTY or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by the ENGINEER for the specific purposes intended will be at the COUNTY'S sole risk and without liability or legal exposure to the ENGINEER. Any such verification or adaptation will entitle the ENGINEER to further compensation at rates to be agreed upon by the COUNTY and the ENGINEER.

6.3 Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the ENGINEER'S reserved rights.

ARTICLE VII

TERMINATION, SUSPENSION, OR ABANDONMENT

7.1 This Agreement may be terminated by either party upon not less than fourteen (14) days written notice should the other party fail to substantially perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

7.2 If the COUNTY suspends the Project for more than thirty (30) consecutive days, the ENGINEER shall be compensated for services performed prior to notice of such suspension.

7.3 This Agreement may be terminated by the COUNTY upon not less than fourteen (14) days written notice to the ENGINEER in the event that the Project is permanently abandoned. If the COUNTY abandons the Project for more than ninety (90) consecutive days, the ENGINEER may terminate this Agreement by giving written notice.

7.4 If the COUNTY fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, the ENGINEER may, after giving seven (7) days written notice to the COUNTY, suspend services under this Agreement.

7.5 Failure of the COUNTY to make payments to the ENGINEER in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

7.6 If the COUNTY fails to make payment when due to the ENGINEER for services and expenses, the ENGINEER may, upon seven (7) days written notice to the COUNTY, suspend performance of services under this Agreement. Unless the ENGINEER receives payment in full within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the ENGINEER shall have no liability to the COUNTY for delay or damage caused by the COUNTY because of suspension of services.

7.7 In the event of termination that is not the fault of the ENGINEER, the ENGINEER shall be compensated for services performed prior to termination, together with Reimbursable Expenses, if any, then due.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

8.1 Unless otherwise provided, this Agreement shall be governed by the law of the principal place of business of the COUNTY. Venue for any dispute or disagreement regarding the terms of this Agreement shall be in Rockwall County, Texas.

8.2 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitation shall commence to run not later than either the date of Substantial Completion, or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion.

8.3 The COUNTY and the ENGINEER, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representative of such other party with respect to all covenants of this Agreement. Neither the COUNTY nor the ENGINEER shall assign this Agreement without the express written consent of the other party.

8.4 This Agreement represents the entire integrated agreement between the COUNTY and the ENGINEER and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the COUNTY and the ENGINEER.

8.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the COUNTY or the ENGINEER.

8.6 Unless otherwise provided for in this Agreement, the ENGINEER and the ENGINEER'S consultants have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

8.7 The ENGINEER shall have the right to include representations of the design of the Project, including photographs, among the ENGINEER'S promotional professional materials. The ENGINEER'S materials shall not include the COUNTY'S confidential or proprietary information, if the COUNTY has previously advised the ENGINEER in writing of the specific information considered by the COUNTY to be confidential or proprietary.

8.8 **COMPLIANCE AND STANDARDS.** The ENGINEER agrees to perform the work hereunder in accordance with generally accepted standards applicable thereto, and shall use that degree of care and skill commensurate with the engineering profession to comply with all applicable state, federal and local laws, ordinances, rules and regulations relating to the work to be performed hereunder and the ENGINEER'S performance.

8.9 **SURVEYING SERVICES:** In accordance with the Professional Land Surveying Practices Act of 1989, the COUNTY is informed that any complaints about surveying services may be forwarded to the Texas Board of Professional Land Surveying, 7701 North Lamar, Suite 400, Austin, Texas 78752, (512) 452-9427.

8.10 **INDEMNIFICATION:** ENGINEER shall save and hold harmless the COUNTY from and against any and all claims and liability due to activities of the ENGINEER, its agents or employees, performed under this Agreement and which result from any negligent act, error, or omission of the ENGINEER, or of any person employed by the ENGINEER. The ENGINEER shall also save harmless the COUNTY from and against any and all expenses, including attorney's fees which might be incurred by the COUNTY in litigation, or otherwise, resisting said claims or liabilities which might be imposed on the COUNTY as the result of such activities by the ENGINEER, its agents or employees.

ARTICLE IX

PAYMENTS TO THE ENGINEER

9.1 PAYMENTS ON ACCOUNT OF BASIC SERVICES

9.1.1 Upon approval by the COUNTY, or the COUNTY'S designee, payment for Basic Services shall be made monthly and shall be in proportion to services performed that month within each phase of service.

9.2 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

9.2.1 Upon approval by the COUNTY or the COUNTY'S designee of the ENGINEER'S statement of

services rendered or expenses incurred, payment on account of the ENGINEER'S Additional Services and for Reimbursable Expenses shall be made monthly.

9.3 PAYMENTS WITHHELD

9.3.1 No deductions shall be made from the ENGINEER'S compensation on account of penalty, liquidated damages or other sums withheld from payments to Contractors, or on account of the cost of changes in the work other than those for which the ENGINEER has been found to be liable.

9.4 ENGINEER'S ACCOUNTING RECORDS

9.4.1 Records of Reimbursable Expenses pertaining to Additional Services and services performed on an hourly basis shall be available to the COUNTY or the COUNTY'S authorized representative at mutually convenient times.

9.5 LIMIT OF APPROPRIATION

9.5.1 Prior to the execution of this Agreement, the ENGINEER has been advised by the COUNTY and the ENGINEER fully understand and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the total maximum compensation that ENGINEER may become entitled to hereunder, and the total maximum sum that the COUNTY shall become liable to pay to the ENGINEER hereunder, shall not, under any conditions, circumstances or interpretations hereof, exceed the sum certified as available by the County Auditor in the Auditor's Certificate attached hereto.

ARTICLE X **BASIS OF COMPENSATION**

The COUNTY shall compensate the ENGINEER from funds obtained through the Building Better Roads Initiative or current revenue of Rockwall County as follows:

10.1 BASIC COMPENSATION

10.1.1 For Basic Services, as described in Article 2, Basic Compensation shall be computed as follows:

In accordance with the attached Exhibit "C" incorporated by reference hereto, SCHEDULE OF FEES.

10.2 COMPENSATION FOR ADDITIONAL SERVICES

10.2.1 For Additional Services of the ENGINEER, as described in Article 3, compensation shall be computed as follows:

In accordance with the attached Exhibit "C" incorporated by reference hereto, SCHEDULE OF FEES.

10.3 COMPENSATION FOR CONTINGENT ADDITIONAL SERVICES

10.3.1 For Contingent Additional Services of the ENGINEER, as described in Article 3, compensation shall be computed as follows:

In accordance with the attached Exhibit “C” incorporated by reference hereto, SCHEDULE OF FEES.

10.3.2 Payments shall be made by the COUNTY in accordance with Texas Government Code Chapter 2251. The COUNTY shall pay the ENGINEER’S statement as approved by the COUNTY’S designee within thirty (30) days after the COUNTY’S designee’s approval of the same, provided that the approval or payment of any such statement shall not be considered to be evidence of performance by the ENGINEER to the point indicated by such statement or of receipt or acceptance by the COUNTY of the work covered by such statement.

ARTICLE XI

OTHER CONDITIONS OR SERVICES

11.1 INSURANCE

11.1.1 The ENGINEER shall file with the COUNTY a Certificate of Errors and Omissions Insurance having minimum limits of One Million and No/100 Dollars (\$1,000,000.00) for each occurrence and annual One Million and No/100 Dollars (\$1,000,000.00) aggregate. Such Errors and Omissions Insurance shall have a deductible not in excess of Two Hundred Thousand and No/100 Dollars (\$200,000.00) self-insured. Such Certificate shall bear the endorsement “Not to be canceled without thirty (30) days prior notice to ROCKWALL COUNTY, TEXAS.” The ENGINEER shall maintain the Errors and Omissions Insurance at all times this Agreement is in effect and for a period of five (5) years after completion of the Project. Failure to maintain the required insurance shall be deemed to be a material breach of this Agreement.

The ENGINEER shall also provide Worker’s Compensation, automobile and comprehensive general liability policies. The ENGINEER shall deliver the insurance certificates to the COUNTY. The coverage provided herein shall contain an endorsement providing thirty (30) days notice to the COUNTY prior to any cancellation of coverage. Said coverage shall be written by an insurer acceptable to the COUNTY and shall be in a form acceptable to the COUNTY. If the ENGINEER has canceled or allowed to lapse any of these insurance policies then the COUNTY may pay for such insurance and may hold the amount of such payment out of the ENGINEER’S fees or be otherwise reimbursed. Failure to maintain the required insurance shall be deemed to be a material breach of this Agreement.

11.2 PERIODS OF SERVICE

11.2.1 The ENGINEER shall begin work immediately upon receipt of the Notice-to-Proceed in writing by the COUNTY or the COUNTY’S designee. The project will proceed according to the schedule shown in Exhibit “A.” The schedule makes certain assumptions regarding review processes and other activities that are beyond the control of the ENGINEER.

11.2.2 Working days shall be defined as standard workdays between Monday and Friday, exclusive of holidays.

This schedule assumes an orderly progression of the ENGINEER’S services. Delays beyond the control of

the ENGINEER may be cause for extension of this period of service, in which case the ENGINEER shall submit in writing to the COUNTY its request for such extensions a minimum of thirty (30) calendar days prior to the end of the affected service period.

11.2.2 If the COUNTY has requested significant modifications or changes in the general scope, extent or character of the Project, the time or performance of the ENGINEER'S services shall be adjusted equitably.

ARTICLE XII **INSURANCE**

12.1 The ENGINEER shall file with the COUNTY a Certificate of Professional Liability (Errors and Omissions) Insurance having minimum limits of One Million and No/100 Dollars (\$1,000,000.00) for each claim and Two Million and No/100 Dollars (\$2,000,000.00) aggregate. Such Professional Liability (Errors and Omissions) Insurance shall have a deductible not in excess of Two Hundred Thousand and No/100 Dollars (\$200,000.00) self-insured. Such Certificate shall bear the endorsement "Not to be canceled without thirty (30) days prior written notice to ROCKWALL COUNTY, TEXAS." The ENGINEER shall maintain the Professional Liability (Errors and Omissions) Insurance at all times this Agreement is in effect and for a period of five (5) years after completion of the Project. Failure to maintain the required insurance shall be deemed to be a material breach of this Agreement.

12.2 The ENGINEER shall also provide Worker's Compensation, automobile, and comprehensive general liability policies. The ENGINEER shall deliver the insurance certificates to the COUNTY. The coverage provided herein shall contain an endorsement providing thirty (30) days' notice to the COUNTY prior to any cancellation of coverage. Said coverage shall be written by an insurer acceptable to the COUNTY and shall be in a form acceptable to the COUNTY. If the ENGINEER has canceled, or allowed any of these insurance policies to lapse, then the COUNTY may pay for such insurance and may hold the amount of such payment out of the ENGINEER's fees or be otherwise reimbursed. Failure to maintain the required insurance shall be deemed to be a material breach of this Agreement.

This Agreement entered into as of the day and year first written above.

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolution extending said authority have been duly passed and are now in force and effect.

ROCKWALL COUNTY, TEXAS

ENGINEERING FIRM

David Sweet, County Judge

by:
Principal

Acting by and through the authority of
the Rockwall County Commissioners Court

Attest:

County Clerk

Approved as to Form:

Assistant District Attorney

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$_____ to
accomplish and pay the obligation of Rockwall County under this contract.

Rockwall County Auditor

EXHIBIT B

PROJECT #1

FM 3097

from **Tubbs Road** to **FM 549**

CSJ: TBD

Project 1, Exhibit A: Scope of Services for Design Schematic, Environmental Document, and Preliminary Drainage Study through Texas Department of Transportation (TxDOT) and Federal Highway Administration (FHWA) Design Schematic approval, and TxDOT and FHWA Environmental Clearances.

Project 1, Exhibit B: Scope of Additional Services for Plans, Specifications, & Estimates

PROJECT #1, Exhibit A: SCOPE OF WORK

SERVICES TO BE PROVIDED BY THE ENGINEER

FM 3097

from Tubbs Road to FM 549

CSJ: TBD

The following generalized scope of services covers the work to prepare a Design Schematic, Environmental Document, and Preliminary Drainage Study through TxDOT and FHWA Design Schematic approval, and TxDOT and FHWA Environmental Clearance. The proposed improvements are to reconstruct FM 3097, in Rockwall County, on its existing location from a two-lane rural facility, to a four-lane divided urban roadway. The project is located between Tubbs Road, in Rockwall County, and FM 549 and is approximately 2 miles in length. Urban storm drainage, concrete paving, and facilities for pedestrians and bicyclists will be involved in the design. The design will be consistent with any proposed improvements at TxDOT highways, as well as local streets. Intersection design will maximize opportunities for improved traffic flow to provide congestion relief. The pavement design will be based on traffic projections and geotechnical analysis. Subsurface Utility Engineering (SUE) will be included during project development, as well as utility coordination activities. Project development activities must meet all TxDOT requirements for federal funding eligibility.

I. Project Management (TxDOT Function Code 110)

- A. The Engineer will obtain and incorporate data made available by TxDOT, the cities, the North Central Texas Council of Governments, and the county.
- B. The Engineer will attend and provide meeting notes for status or coordination meetings.
- C. The Engineer will submit monthly invoices and progress reports.
- D. The Engineer will maintain a project schedule.

II. Route and Design Studies (TxDOT Function Code 110)

- A. The Engineer shall acquire all necessary data to prepare a controlled schematic. The schematic shall fully comply with the latest TxDOT process and procedure.
- B. The Engineer shall analyze applicable data, including, but not limited to, traffic counts, accident records, and thoroughfare plans and shall produce traffic projections to determine the most appropriate design for the project. The Engineer will obtain TxDOT approval of all elements of the design.
- C. The Engineer shall work with local stakeholders and TxDOT to obtain TxDOT approval of the schematic.

III. Social, Economic, and Environmental Studies and Public Involvement (TxDOT Function Code 120)

- A. The Engineer shall prepare Environmental Documents according to TxDOT and FHWA guidelines.
- B. The Engineer shall conduct all necessary activities to obtain TxDOT and FHWA environmental clearance for the project.

PROJECT #1, EXHIBIT B: SCOPE OF ADDITIONAL SERVICES

ADDITIONAL SERVICES TO BE PROVIDED BY THE ENGINEER FM 3097

from Tubbs Road to FM 549

CSJ: TBD

The Engineer shall provide the necessary engineering and technical services for the preparation of plans, specifications, and estimates (PS&E) for the construction of FM 3097, to a four-lane divided urban roadway. The project will be prepared in conformance with state and federal requirements. The construction plan sets shall contain the drawings, details, and applicable standards required to describe the grading, paving, drainage, structures, signing, pavement marking, delineation, sequence of construction, and traffic control for this construction project. The project will also require a TxDOT approved pavement design, additional SUE investigations, and preparation of ROW maps and deed descriptions, in accordance with the TxDOT approved schematics and environmental documents described in Exhibit A.

Under subsequent work authorizations, the engineer may provide some or all the following:

- Preparation of Right-of-Way maps,
- Assistance with Right-of-Way Acquisition, including, but not limited to, testimony at eminent domain proceedings,
- Review of conflict analysis for utility relocation plans, *and*
- Construction phase services, including, but not limited to, preparation of change orders, review of shop and fabrication drawings, schedule analysis, and participation in project meetings, as requested by TxDOT.

The ENGINEER will be the single point of contact between the County and all contractors/subcontractors and will review all work performed, coordinate and conduct all meetings, and prepare and submit all project reports and documents.

PROJECT #2

FM 548

from **SH 66** to **South of Crenshaw Road**

CSJ: TBD

Project 2, Exhibit A: Scope of Services for Design Schematic, Environmental Document, and Preliminary Drainage Study through Texas Department of Transportation (TxDOT) and Federal Highway Administration (FHWA) Design Schematic approval, and TxDOT and FHWA Environmental Clearances.

Project 2, Exhibit B: Scope of Additional Services for Plans, Specifications, & Estimates

PROJECT #2, EXHIBIT A: SCOPE OF WORK

SERVICES TO BE PROVIDED BY THE ENGINEER

FM 548

from SH 66 to South of Crenshaw Road

CSJ: TBD

The following generalized scope of services covers the work to prepare a Design Schematic, Environmental Document, and Preliminary Drainage Study through TxDOT and FHWA Design Schematic approval, and TxDOT and FHWA Environmental Clearance. The proposed improvements are to reconstruct FM 548, in Rockwall County, on its existing location from a two-lane rural facility, to a six-lane divided urban roadway. The project is located between SH 66, in Rockwall County, and South of Crenshaw Road and is approximately 3 miles in length. Urban storm drainage, bridges, concrete paving, and facilities for pedestrians and bicyclists will be involved in the design. Railroad coordination and approvals will be required. The design will be consistent with any proposed improvements at TxDOT highways, as well as local streets. Intersection design will maximize opportunities for improved traffic flow to provide congestion relief. The pavement design will be based on traffic projections and geo-technical analysis. Subsurface Utility Engineering (SUE) will be included during project development, as well as utility coordination activities. Project development activities must meet all TxDOT requirements for federal funding eligibility.

I. Project Management (TxDOT Function Code 110)

- A. The Engineer will obtain and incorporate data made available by TxDOT, the cities, the North Central Texas Council of Governments, and the county.
- B. The Engineer will attend and provide meeting notes for status or coordination meetings.
- C. The Engineer will submit monthly invoices and progress reports.
- D. The Engineer will maintain a project schedule.

II. Route and Design Studies (TxDOT Function Code 110)

- A. The Engineer shall acquire all necessary data to prepare a controlled schematic. The schematic shall fully comply with the latest TxDOT process and procedure.
- B. The Engineer shall analyze applicable data, including, but not limited to, traffic counts, accident records, and thoroughfare plans, and shall produce traffic projections to determine the most appropriate design for the project. The Engineer will obtain TxDOT approval of all elements of the design.
- C. The Engineer shall work with local stakeholders and TxDOT to obtain TxDOT approval of the schematic.

III. Social, Economic, and Environmental Studies and Public Involvement (TxDOT Function

Code 120)

- A. The Engineer shall prepare Environmental Documents according to TxDOT and FHWA guidelines.
- B. The Engineer shall conduct all necessary activities to obtain TxDOT and FHWA environmental clearance for the project.

PROJECT #2, EXHIBIT B: SCOPE OF ADDITIONAL SERVICES

ADDITIONAL SERVICES TO BE PROVIDED BY THE ENGINEER

FM 548

from **SH 66 to South of Crenshaw Road**

CSJ: TBD

The Engineer shall provide the necessary engineering and technical services for the preparation of plans, specifications, and estimates (PS&E) for the construction of FM 548, to a six-lane divided urban roadway. The project will be prepared in conformance with state and federal requirements. The construction plan sets shall contain the drawings, details, and applicable standards required to describe the grading, paving, drainage, structures, signing, pavement marking, delineation, sequence of construction, and traffic control for this construction project. The project will also require a TxDOT approved pavement design, additional SUE investigations, and preparation of ROW maps and deed descriptions, in accordance with the TxDOT approved schematics and environmental documents described in Exhibit A.

Under subsequent work authorizations, the engineer may provide some or all the following:

- Preparation of Right-of-Way maps,
- Assistance with Right-of-Way Acquisition, including, but not limited to, testimony at eminent domain proceedings,
- Review of conflict analysis for utility relocation plans, *and*
- Construction phase services, including, but not limited to, preparation of change orders, review of shop and fabrication drawings, schedule analysis, and participation in project meetings, as requested by TxDOT.

The ENGINEER will be the single point of contact between the County and all contractors/subcontractors and will review all work performed, coordinate and conduct all meetings, and prepare and submit all project reports and documents.

PROJECT #3

FM 551
from **SH 66** to **SH 276**
CSJ: TBD

Project 3, Exhibit A: Scope of Services for Design Schematic, Environmental Document, and Preliminary Drainage Study through Texas Department of Transportation (TxDOT) and Federal Highway Administration (FHWA) Design Schematic approval, and TxDOT and FHWA Environmental Clearances.

Project 3, Exhibit B: Scope of Additional Services for Plans, Specifications, & Estimates

PROJECT #3, EXHIBIT A: SCOPE OF WORK

SERVICES TO BE PROVIDED BY THE ENGINEER

FM 551

from SH 66 to SH 276

CSJ: TBD

The following generalized scope of services covers the work to prepare a Design Schematic, Environmental Document, and Preliminary Drainage Study through TxDOT and FHWA Design Schematic approval, and TxDOT and FHWA Environmental Clearance. The proposed improvements are to reconstruct FM 551, in Rockwall County, on its existing location from a two-lane, generally rural, facility, to a four-lane divided urban roadway (three lanes between SH 66 and IH 30). The project is located between SH 66, in Rockwall County, and SH 276 and is approximately 3 miles in length. Urban storm drainage, concrete paving, and facilities for pedestrians and bicyclists will be involved in the design. Railroad coordination and approvals will be required. The design will be consistent with any proposed improvements at TxDOT highways, as well as local streets. Intersection design will maximize opportunities for improved traffic flow to provide congestion relief. The pavement design will be based on traffic projections and geotechnical analysis. Subsurface Utility Engineering (SUE) will be included during project development, as well as utility coordination activities. Project development activities must meet all TxDOT requirements for federal funding eligibility.

I. Project Management (TxDOT Function Code 110)

- A. The Engineer will obtain and incorporate data made available by TxDOT, the cities, the North Central Texas Council of Governments, and the county.
- B. The Engineer will attend and provide meeting notes for status or coordination meetings.
- C. The Engineer will submit monthly invoices and progress reports.
- D. The Engineer will maintain a project schedule.

II. Route and Design Studies (TxDOT Function Code 110)

- A. The Engineer shall acquire all necessary data to prepare a controlled schematic. The schematic shall fully comply with the latest TxDOT process and procedure.
- B. The Engineer shall analyze applicable data, including, but not limited to, traffic counts, accident records, and thoroughfare plans and shall produce traffic projections to determine the most appropriate design for the project. The Engineer will obtain TxDOT approval of all elements of the design.
- C. The Engineer shall work with local stakeholders and TxDOT to obtain TxDOT approval of the schematic.

III. Social, Economic, and Environmental Studies and Public Involvement (TxDOT Function Code 120)

- A. The Engineer shall prepare Environmental Documents according to TxDOT and FHWA guidelines.
- B. The Engineer shall conduct all necessary activities to obtain TxDOT and FHWA environmental clearance for the project.

PROJECT #3, EXHIBIT B, SCOPE OF ADDITIONAL SERVICES

ADDITIONAL SERVICES TO BE PROVIDED BY THE ENGINEER

FM 551

from SH 66 to SH 276

CSJ: TBD

The Engineer shall provide the necessary engineering and technical services for the preparation of plans, specifications, and estimates (PS&E) for the construction of FM 551, to a four-lane divided urban roadway. The project will be prepared in conformance with state and federal requirements. The construction plan sets shall contain the drawings, details, and applicable standards required to describe the grading, paving, drainage, structures, signing, pavement marking, delineation, sequence of construction, and traffic control for this construction project. The project will also require a TxDOT approved pavement design, additional SUE investigations, and preparation of ROW maps and deed descriptions, in accordance with the TxDOT approved schematics and environmental documents described in Exhibit A.

Under subsequent work authorizations, the engineer may provide some or all the following:

- Preparation of Right-of-Way maps,
- Assistance with Right-of-Way Acquisition, including, but not limited to, testimony at eminent domain proceedings,
- Review of conflict analysis for utility relocation plans, *and*
- Construction phase services, including, but not limited to, preparation of change orders, review of shop and fabrication drawings, schedule analysis and participation in project meetings, as requested by TxDOT.

The ENGINEER will be the single point of contact between the County and all contractors/subcontractors and will review all work performed, coordinate and conduct all meetings, and prepare and submit all project reports and documents.