

**Mike Hunt**  
Commissioner Precinct 1

**Skeet Phillips**  
Commissioner Precinct 2



**Terry Barber**  
Commissioner Precinct 3

**Ken Cates**  
Commissioner Precinct 4

**Hal Richards**  
County Judge

FILED FOR RECORD  
KAUFMAN COUNTY TEXAS  
2021 APR - 1 PM  
LAURA A. HUGHES  
COUNTY CLERK  
BY: [Signature]

### NOTICE OF REGULAR MEETING

Notice is hereby given that a regular meeting of the Kaufman County Commissioners' Court will be held on **Tuesday, April 6, 2021 at 9:00 a.m., in the Commissioners' Court Meeting Room located in the Courthouse Annex 100 North Washington Street, Kaufman, Texas**, at which time the commissioners' court will consider the following items for discussion, and possible action, to wit:

#### INVOCATION.

PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG;

PLEDGE OF ALLEGIANCE TO THE TEXAS FLAG;

REMARKS FROM VISITORS; (Any member of the public that wishes to speak on an item that is on this agenda will need to sign in, complete a Public Participation Form, and present to County Clerk prior to court. Speakers will be restricted to a three-minute presentation.)

1. **ROUTINE CORRESPONDENCE.**
2. **CONSENT AGENDA**
3. **John Polster**; Discuss/Consider approving the Professional Services Agreement for the Helms Trail Project between Kaufman County and Dannenbaum in the amount of \$1,680,492.15.
4. **John Polster**; Discuss/Consider approving amendment to the interlocal cooperation agreement for the 2019 Terrell Projects between Kaufman County and the City of Terrell in the amount of \$6,450,000.00.
5. **Mike Slye**; Discuss/Consider/Approve deed to City of Kaufman for "The North ½ of Lot 55, Harmony Estates, an addition to the City of Kaufman, Kaufman County, Texas, according to the map or plat thereof, recorded in Cabinet 1, Envelope 652, Plat Records of Kaufman County, Texas. Account No. 25103."
6. **Raylan Smith**; award of contract to TexasBit for road improvements to Bond Project #23 - Taylor Rd - Merle Dr, Precinct 1, in the amount of \$327,724.39; utilizing RFB 20-07A.
7. **Raylan Smith**; Discuss/Consider award of contract to TexasBit for road improvements to Bond Project #24 - CR 124 - Frann Drive, Precinct 1, in the amount of \$819,116.33 utilizing RFB 20-07A.
8. **Raylan Smith**; Discuss/Consider award of contract to TexasBit for road improvements to Precinct 4 Bond Project #59 - Country Club in the amount of \$289,282.52; and Project Chaparrel, Morningside & Quail Creek Run in the amount of \$337,031.68; utilizing RFB 20-07A.
9. **Raylan Smith**; Discuss/Consider the purchase of a 2020 Ford F-350 in the amount of \$48,108.00 from Rush Truck Center; utilizing Buyboard Contract #601-19 for Precinct #2.
10. **Judge Richards**; Discuss/Consider exiting regular meeting and enter an executive session.
11. **Executive Session**; Pursuant to Section 551.072 of the Texas Government Code, the Commissioners Court will meet in closed session to consult with attorney regarding real estate negotiations.

12. **Judge Richards;** Discuss/Consider exiting executive session and enter back into regular meeting.
13. **Judge Richards;** Discuss/Consider taking any action needed as a result of executive session.
14. **Auditor;** Discuss/Consider line item transfers.
15. **Auditor;** Discuss/Consider claims for payment.
16. **Adjourn Regular Meeting**

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the Commissioners' Court will conduct a closed meeting in accordance with the Texas Open Meetings Act and the Government Code, Chapter 551, Subchapter D and E; as noted below

<i>Attorney Consultation</i>	<i>Gov't Code §551.071</i>
<i>Real Property</i>	<i>Gov't Code §551.072</i>
<i>Contract being negotiated</i>	<i>Gov't Code §551.0725</i>
<i>Prospective gifts or donations</i>	<i>Gov't Code §551.073</i>
<i>Personnel Matters</i>	<i>Gov't Code §551.074</i>
<i>County Advisory Body deliberations</i>	<i>Gov't Code §551.0745</i>
<i>Security Devices or Security Audits</i>	<i>Gov't Code §551.076</i>
<i>Economic Development negotiations</i>	<i>Gov't Code §551.087</i>

Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. Should any final action, final decision, or final vote be required in the opinion of the Commissioners' Court with regards to any matter considered in such closed or executive meeting or session, then the final action, final decision, or final vote shall be either:

- (a) in the open meeting covered by the notice upon the reconvening of the public meetings; or
- (b) at a subsequent open public meeting of the Commissioners' Court upon notice thereof; as the Commissioners' Court shall determine.

Signed this the 1<sup>st</sup> day of April, 2021.



**Hal Richards, Kaufman County Judge**

I, the undersigned, County Clerk of the Kaufman County Commissioners' Court do hereby certify that the above notice of meeting of the Kaufman County Commissioners' Court is a true and correct copy of said notice, that I received said Notice, and it was posted on the bulletin board at the courthouse door of Kaufman County, Texas at a place readily accessible to the general public at all times on the 1<sup>st</sup> day of April, 2021, and said notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

**Laura Hughes, County Clerk**

By: 

Deputy 

**ANYONE WHO HAS IMPAIRMENTS REQUESTING AID AT THE COMMISSIONERS' COURT OR ANY PUBLIC MEETING MUST CALL THE COUNTY CLERK AT LEAST 72 HOURS PRIOR TO THE MEETING.**



**INNOVATIVE TRANSPORTATION SOLUTIONS, INC.**

2701 Valley View Lane ♦ Farmers Branch, Texas 75234-4924 ♦ (972) 484-2525 ♦ (972) 484-4545

## MEMORANDUM

**TO:** Judge Hal Richards  
**FROM:** Claud P. Elsom III, P.E. *CPE III*  
**DATE:** March 31, 2021  
**RE:** Discussion of Professional Services Agreement between Kaufman County and Dannenbaum for the Helms Trail Project

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Attached please find 3 copies of the Professional Services Agreement with Dannenbaum for the Helms Trail project from IH 20 to US 80 in Precinct 2.

The scope of services for this Professional Services Agreement is to provide professional engineer and surveying services for the preparation of design schematic, environmental document, and preliminary drainage study for Helms Trail. The total cost of this Professional Services Agreement is in an amount not to exceed \$1,680,492.15.

Funding for this agreement is as follows:

\$1,680,492.15 come from Helms Trail, 2019 Bond Funds, Precinct 2, Auditor #136-7002-645

Please submit the executed agreement to:

Dannenbaum

ATTN: Mr. Danny Everett, P.E.

3030 Lyndon B Johnson Freeway

Suite 910

Dallas, TX 75234

Please include the following in the agenda packet:

"Discussion/consideration of approval of the Professional Services Agreement for the Helms Trail Project between Kaufman County and Dannenbaum in the amount of \$1,680,492.15."

It is ITS's recommendation that the Kaufman County Commissioners Court consider approval of this Professional Services Agreement. Please take the necessary steps to place this on the court's agenda for consideration. If you have any questions, please call me at (972) 484-2525.

Attachment

cc: Ms. Karen Badgley, Kaufman County Civil Attorney  
Ms. Karen MacLeod, Kaufman County Auditor  
Mr. Skeet Phillips, Commissioner Precinct 2

## AGREEMENT BETWEEN COUNTY AND ENGINEER

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

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**THIS AGREEMENT** is made on the \_\_\_\_\_ day of \_\_\_\_\_, 2021,

Between the **COUNTY:** KAUFMAN COUNTY, TEXAS  
c/o Kaufman County Commissioners Court  
Attention: County Judge  
100 W. Mulberry  
Kaufman, Texas 75142

and the **ENGINEER:** Dannenbaum Engineering Company-Dallas, LLC  
3030 Lyndon B. Johnson Freeway  
STE 910  
Dallas, Texas 75234

for the following **PROJECT:** Professional Engineering and Surveying Services for Preparation of Design Schematic, Environmental Document and preliminary Drainage Study for Helms Trail in Kaufman County, Texas. The project will proceed through TxDOT-DES and FHWA Design Schematic approval and TxDOT-ENV and FHWA Environmental Clearance. Design will consist of reconstructing Helms Trail from a two-lane rural roadway to a four-lane divided roadway. The project limits are from IH 20 to US 80 and is approximately 4 miles in length. Additional services at the discretion of Kaufman County may be authorized for the inclusion of PS&E Services for Helms Trail.

in an **AMOUNT** not to exceed: **\$1,680,492.15**

The COUNTY and ENGINEER agree as set forth below.

### **ARTICLE I** **ENGINEER'S RESPONSIBILITY**

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.

1.2 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 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 DANNENBAUM ENGINEERING COMPANY-DALLAS, LLC, TO KAUFMAN COUNTY.

**ARTICLE III**  
**ADDITIONAL SERVICES**

3.1 The services described in attached Exhibit "B" 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.

3.2 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."

3.3 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 stop 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**

5.2 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.

5.3 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.

5.4 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.

5.5 **RESPONSIBILITY FOR CONSTRUCTION COSTS:** 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.

7.8 All employees of the ENGINEER assigned to this contract shall have such knowledge and experience as will enable them to perform the duties assigned to them. The COUNTY may instruct the ENGINEER to remove any employee from association with work authorized in this contract if, in the sole opinion of the COUNTY, the work of that employee does not comply with the terms of this contract or if the conduct of that employee becomes detrimental to the work.

7.9 The ENGINEER must notify the COUNTY in writing as soon as possible, but no later than three business days after a project manager or other key personnel is removed from association with this contract, giving the reason for removal.

7.10 The ENGINEER may not replace the project manager or key personnel without prior consent of the COUNTY. The COUNTY must be satisfied that the new project manager or other key personnel is qualified to provide the authorized services. If the COUNTY determines that the new project manager or key personnel is not acceptable, the ENGINEER may not use that person in that capacity and shall replace him or her with one satisfactory to the COUNTY within forty-five (45) days.

## **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 Kaufman 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: 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: 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: 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: 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 APROPRIATION: 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 Road Forward Initiative or current revenue of Kaufman County as follows:

10.1 BASIC COMPENSATION: For Basic Services, as described in Article 2, Basic Compensation shall be computed as follows:

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

10.2 COMPENSATION FOR ADDITIONAL SERVICES: For Additional Services of the ENGINEER, as described in Article 3, compensation shall be computed as follows:

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

10.3 COMPENSATION FOR CONTINGENT ADDITIONAL SERVICES:

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

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

10.5 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

11.2. 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 KAUFMAN 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.

11.3 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.

11.4 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.

#### 11.5 PERIODS OF SERVICE

11.6 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.

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

11.8 The 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.

11.9 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**

#### **OTHER CONDITIONS OR SERVICES**

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 KAUFMAN 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 resolutions extending said authority have been duly passed and are

now in force and effect.

**KAUFMAN COUNTY, TEXAS**

**ENGINEERING FIRM**

 , P.E.

\_\_\_\_\_  
Hal Richards, County Judge

\_\_\_\_\_  
by: Daniel W. Everett, P.E.  
President

Acting by and through the authority of  
the Kaufman 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 \$\$1,680,492.15 to accomplish and pay the obligation of Kaufman County under this contract.

\_\_\_\_\_  
Kaufman County Auditor

**EXHIBIT A**  
**BASIC SERVICES**



PS&E SUMMARY (EXHIBIT B - ADDITIONAL SERVICES)																	
Percent Participation SUMMARY BY FUNCTION CODES				Total Percent Participation PS&E Services = \$1,689,961.06													
Function Codes	PRIME			SUB-SBE			SUB			SUB - HUB/DBE			SUB - DBE		TOTALS		
	Dannenbaum Engineering Company-Dallas, LLC			Spooner and Associates			ECS Geotechnical			Rios Group			Integrated Environmental Solutions				
	Hrs	Fee		Hrs	Fee		Hrs	Fee		Hrs	Fee		Hrs	Fee			
FC 110 Route and Design Studies / Geotechnical Engineering	21	\$	2,901.94												\$	2,901.94	
FC 120 Social, Economic and Environmental Studies and Public Involvement	68	\$	10,724.39												\$	10,724.39	
FC 130 Right-of-Way Data	675	\$	96,475.62							603	\$	97,766.46			\$	194,242.08	
FC 150 Field Surveying and Photogrammetry	62	\$	8,171.74			\$	16,000.00								\$	24,171.74	
FC 160 Roadway Design Controls	2250	\$	308,085.20												\$	308,085.20	
FC 161 Drainage	1143	\$	158,375.40												\$	158,375.40	
FC 162 Signing, Pavement Markings, Signalization	1155	\$	155,753.73												\$	155,753.73	
FC 163 Miscellaneous (Roadway)	3569	\$	471,543.75												\$	471,543.75	
FC 164 Managing Contracted PS&E Services	854	\$	180,960.24												\$	180,960.24	
FC 170 Structural Design	458	\$	69,747.39												\$	69,747.39	
Direct Expenses		\$	19,555.20									\$	14,400.00		\$	33,955.20	
Unit Costs												\$	79,500.00		\$	79,500.00	
Total	10255	\$	1,482,294.60	0	\$	16,000.00	0	\$	-	603	\$	191,866.46	0	\$	-	\$	1,689,961.06
Percent Participation	88.21%			0.95%			0.00%			11.41%			0.00%		100.56%		
% PARTICIPATION =																	
NON-HUB	\$	1,482,294.60	88.21%														
HUB/DBE	\$	207,666.46	12.36%														
TOTAL	\$	1,689,961.06	100.56%														







NO. OF DWGS	SHEET	BASIC SERVICES DESCRIPTION	Project Manager	Quality Manager	Senior Engineer	Project Engineer	Design Engineer	Senior Structural Engineer	Structural Engineer	Utility Engineer	Engineer In Training	Senior Engineer Designer	Admin - Clerical	Total Labor Hrs.	Task Cost
		CONTRACT RATE PER HOUR	\$ 274.00	\$ 206.00	\$ 211.65	\$ 158.77	\$ 138.57	\$ 248.26	\$ 755.45	\$ 175.55	\$ 103.44	\$ 137.93	\$ 88.75		
		COORDINATION WITH TxDOT	2		6									10	\$ 2,118.00
		DEVELOP AND SUBMIT LINE DIAGRAMS AND ANALYSIS TABLES	2		14		44							80	\$ 9,988.80
		HYDROLOGY AND HYDRAULICS													
		DELINEATE DRAINAGE AREAS (DRAINAGE AREA MAP)	1		4	12	24				16	8		65	\$ 9,016.24
		HYDROLOGIC CALCULATIONS			2	4	16				12			34	\$ 4,478.76
		EVALUATE PROPOSED LAND USE			2	6	8				8			24	\$ 3,266.80
		HYDRAULIC MODELING OF FLOODPLAIN AND DRAINAGE FEATURES	1		4	12	24				32			73	\$ 9,512.70
		CLEAR PRODUCTION AND ADMINISTRATION	2		6	18	56				60	24		164	\$ 21,335.98
		LOWRI PRODUCTION AND ADMINISTRATION	2		6	18	56				60	24		164	\$ 21,335.98
		DEVELOP DRAINAGE REPORT	1		4		12				16		2	35	\$ 4,495.58
		DELINEATE FEMA FLOODPLAIN			2	4	8				8			22	\$ 2,909.20
		HYDRAULIC STREAM CALCULATIONS			1	4	12				16			33	\$ 4,107.61
		DESIGN CROSS DRAINAGE STRUCTURE			4	18	16				24	16		76	\$ 10,206.76
		DESIGN CULVERT PROFILES			4	18	24				32	40		116	\$ 15,413.88
		VERIFY OUTFALL VELOCITIES AND FLOW			4	8	8							20	\$ 3,234.12
		DEVELOP PRELIMINARY DITCH GRADES AND PROFILES			1	4	12				16	32		65	\$ 8,507.03
		PRELIMINARY CULVERT GRADING			1	1	12				16	16		48	\$ 5,831.46
		CALCULATE HYDRAULIC DISCHARGE			1	4	8				8			21	\$ 2,755.41
		EVALUATE HYDRAULICS AND DOWNSTREAM IMPACTS	1		4	8	16				16			45	\$ 6,172.52
		SCHEMATIC / ROADWAY DESIGN													
		DEVELOP EXISTING TYPICAL SECTIONS					2				4	8		14	\$ 1,778.16
		DEVELOP PROPOSED TYPICAL SECTIONS			1	2	4				18	8		33	\$ 3,981.07
		DESIGN HORIZONTAL PLAN	2		6	40	72				72	48		240	\$ 31,860.70
		DESIGN VERTICAL PROFILE	2		6	40	106				72	40		262	\$ 35,068.28
		PAVEMENT MARKINGS AND SIGNING			1	4	16				24	30		75	\$ 9,585.11
		DEVELOP PRELIMINARY OPEN ROADS MODEL	2		12	80	90					24		208	\$ 31,507.34
		DEVELOP CROSS SECTIONS	8		10	24	24				24	40		130	\$ 19,040.82
		DETERMINE LOCATIONS AND LIMITS OF PRELIMINARY RETAINING WALLS / SHORING LOCATIONS			1	4	16	8			24	30		83	\$ 11,651.19
		INCORPORATE EXISTING UTILITIES IN OPEN ROADS MODEL (AS FEASIBLE)			2	12	32				40	36		122	\$ 15,707.14
		PRELIMINARY EARTHWORKS	1		2	8	24				16	12		63	\$ 8,503.50
		DEVELOP PRELIMINARY TRAFFIC CONTROL PLAN ROLL PLOT	4		4	24	32				80	40		154	\$ 20,523.52
		TRAFFIC CONTROL WORKSHOP (2 MEETINGS)	4		4	4							2	14	\$ 2,563.88
		IDENTIFY POTENTIAL UTILITY CONFLICTS	1		4	4	8							17	\$ 2,833.04

\$ 49.13

Exhibit A

NO. OF DWGS	SHEET	BASIC SERVICES DESCRIPTION	Project Manager	Quality Manager	Senior Engineer	Project Engineer	Design Engineer	Senior Structural Engineer	Structural Engineer	Utility Engineer	Engineer in Training	Senior Engineer Designer	Admin / Clerical	Total Labor Hrs.	Task Cost
		CONTRACT RATE PER HOUR	\$ 234.00	\$ 238.00	\$ 213.85	\$ 158.27	\$ 134.37	\$ 258.26	\$ 153.45	\$ 175.19	\$ 183.44	\$ 137.54	\$ 94.73		
		DEVELOP DRAFT SCHEMATIC	2		6	24	40				48	80		200	\$ 28,892.70
		DEVELOP 80% SCHEMATIC	1		4	16	32				36	48		137	\$ 18,255.08
		DEVELOP 95% SCHEMATIC	1		4	16	32				36	48		137	\$ 18,255.08
		DEVELOP FINAL SCHEMATIC	1		2	8	16				24	36		87	\$ 11,433.10
		DEVELOP AND UPDATE PROJECT COST ESTIMATE	2		2	8	12				24	20		68	\$ 8,972.68
		SUB-TOTAL - FC 116 - ROUTE AND DESIGN STUDIES	88	0	244	514	1174	0	0	6	1095	928	13	4026	\$ 553,165.27
		FC 120 - SOCIAL, ECONOMIC, AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT													
		REVIEW ENVIRONMENTAL CONSTRAINTS	2		4	8	8							22	\$ 3,702.12
		PREPARE AND UPDATE STAKEHOLDER AND COMMUNITY GROUPS MAILING LIST	1			2	4						12	19	\$ 1,920.82
		PREPARATION OF DOCUMENTATION / EXHIBITS FOR WORKSHOPS / MAPO	2											2	\$ 468.00
		PREPARE PRELIMINARY CROSS SECTIONS FOR ALTERNATIVES	2		2	16					16	24		60	\$ 8,332.16
		WORKSHOPS / MEETING WITH AFFECTED PROPERTY OWNERS / MAPO: (8 MEETINGS)	8		8	8								24	\$ 4,852.96
		PREPARE MEETING SUMMARIES FROM MAPO	4			4							18	24	\$ 2,871.08
		PREPARE EXHIBITS AND DISPLAYS FOR PUBLIC MEETINGS	2		4	12	16				40	52		126	\$ 18,595.88
		PREPARE 3-D VISUALIZATION FOR PUBLIC MEETING	1		6	20	20							47	\$ 7,453.90
		PUBLIC MEETING PREPARATION	6		6	8								22	\$ 4,425.26
		CONDUCT PUBLIC MEETING @ MEETINGS	6		6	6	6				6		6	38	\$ 5,482.08
		PUBLIC MEETING SUMMARY AND RESPONSES	4		6	12	8				16		12	58	\$ 7,653.74
		PREPARE EXHIBITS AND DISPLAYS FOR PUBLIC HEARING	2		4	8	12				24	32		83	\$ 11,950.48
		PUBLIC HEARING PREPARATION	3		3	3								9	\$ 1,818.66
		CONDUCT PUBLIC HEARINGS (1 MEETING)	3		3	3	3				3		3	18	\$ 2,741.34
		PUBLIC HEARING SUMMARY AND RESPONSES	4		6	12	16				8		8	54	\$ 7,688.34
		SUB-TOTAL - FC 120 - SOCIAL, ECONOMIC, AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT	52	0	58	122	83	0	0	0	113	108	57	603	\$ 84,868.78
		FC 130 - RIGHT OF WAY DATA UTILITIES (REFERENCE ONLY NOT IN TOTAL)													
		RIGHT-OF-ENTRY COORDINATION			1	2	6				4		18	29	\$ 2,851.77
		PREPARATION OF ROW PARCEL EXHIBITS	1		2	2	14				30	36		85	\$ 10,851.78
		RIGHT OF WAY MAP - REVIEW AND DELINEATE TEMPORARY CONSTRUCTION EASEMENTS	1		2	1	8				24	24		60	\$ 7,823.03
		UTILITY COORDINATION	4		10	15	12							38	\$ 8,842.58
		UTILITY COORDINATION MEETING @ MEETINGS	4		8	4	4							20	\$ 3,838.16
		REVIEW SUE DATA AND UTILITY CONFLICT MATRIX	2		4	4	16							26	\$ 4,175.00

NO. OF DWGS	SHEET	BASIC SERVICES DESCRIPTION	Project Manager	Quality Manager	Senior Engineer	Project Engineer	Design Engineer	Senior Structural Engineer	Structural Engineer	Utility Engineer	Engineer In Training	Senior Engineer Designer	Admin - Clerical	Total Labor Hrs.	Task Cost
0		UTILITY CONFLICT RESOLUTION	2	224.00 \$	238.00 \$	213.85 \$	158.77 \$	138.57 \$	258.26 \$	155.45 \$	175.52 \$	163.44 \$	137.51 \$	68.75	4,175.60
		SUB-TOTAL - FC 120 - RIGHT OF WAY DATA (UTILITIES) (REFERENCE ONLY NOT IN TOTAL)	14	0	31	28	78	0	0	0	54	60	18	284	48,178.52
		FC 145 - PROJECT MANAGEMENT (SCHEMATIC SERVICES) (12 MONTHS)													
		MANAGE WORK AUTHORIZATIONS (P&E DEVELOPMENT) INCLUDING RECORD KEEPING, FILING, SUBMITTAL, ETD AND OVERALL QA/QC.													
		PREPARATION OF PROGRESS REPORTS (12 EA)	12												
		DEVELOP PROJECT MANAGEMENT PLAN	6		6	6									
		SCHEDULE / ATTEND DISTRICT SAFETY REVIEW TEAM MEETING (DSRT) (1 MEETING)	2		2	2	2								
		SCHEDULE, ATTEND COMMENT REVIEW MEETINGS - 3 TOTAL, 30% 60% 10%	6		6	6	6								
		PREPARE AND UPDATE PROJECT SCHEDULE (3 UPDATES)	2		4	4									
		CONSTRUCTION TIME DETERMINATION	4		8	8	18								
		MANAGING SUBCONSULTANTS (CONTRACTS, MONITOR PROGRESS, CONFORMITY TO PROCEDURES)	14		14	14									
		COORDINATION WITH TxDOT	8		16	16									
		COORDINATION WITH IES (ENVIRONMENTAL)	2		6	12	8								
		COORDINATION WITH ECS (GEOTECHNICAL)	1		4			4							
		COORDINATION WITH THE RGS GROUP (SUE)	4		6	16	8								
		COORDINATION WITH SPOONER ND ASSOCIATES (SURVEY)	1		2	2	4								
		COORDINATION WITH FEMA	1		6	8									
		COORDINATION WITH UNION PACIFIC RAILROAD (UPRR)	4		8	12									
		GENERAL PROJECT MANAGEMENT	60		48										
		OCQA - OVERALL 30% SUBMITTAL (1 SUBMITTAL)		12											
		OCQA - OVERALL 60% SUBMITTAL (1 SUBMITTAL)		14											
		OCQA - OVERALL 95% SUBMITTAL (1 SUBMITTAL)		16											
		OCQA - OVERALL 100% SUBMITTAL (1 SUBMITTAL)		17											
		SUB-TOTAL - FC 145 - PROJECT MANAGEMENT (SCHEMATIC SERVICES) (12 MONTHS)	127	54	128	72	64	4	4	0	13	4	18	418	81,151.85
		HOURS SUB-TOTALS	278	54	461	737	1,387	12	12	0	128	1,098	182	5372	
		LABOR RATE PER HOUR													
		DIRECT LABOR COSTS	\$ 43,786.00	\$ 12,852.00	\$ 98,584.85	\$ 117,013.49	\$ 192,146.59	\$ 3,066.12	\$ 3,066.12	\$ 0	\$ 1,653.12	\$ 173,278.04	\$ 150,985.88	\$ 7,012.50	\$ 771,362.29
		TOTAL	\$ 85,288.09	\$ 12,852.00	\$ 98,584.85	\$ 117,013.49	\$ 192,146.59	\$ 3,066.12	\$ 3,066.12	\$ 0	\$ 1,653.12	\$ 173,278.04	\$ 150,985.88	\$ 7,012.50	\$ 771,362.29
		PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)	8.48%	1.87%	12.78%	15.17%	24.83%	0.40%	0.80%	0.00%	0.14%	15.88%	18.57%	0.51%	100.00%
		PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)	5.19%	1.81%	8.58%	11.72%	25.82%	0.22%	0.00%	0.11%	23.01%	20.44%	1.89%	100.00%	
3		GRAND TOTAL	278	54	461	737	1,387	12	12	0	128	1,098	182	5372	\$ 771,362.29
		TOTAL DANNENBAUM DIRECT EXPENSES (FROM BELOW)													\$ 22,435.20







EXHIBIT A - BASIC SERVICES									
PROJECT NAME: HELMS TRAIL COUNTY: KAUFMAN LIMITS: FROM US 80 TO IH 20 PRIME PROVIDER: DANNENBAUM ENGINEERING COMPANY - DALLAS, LLC SUB PROVIDER: THE RIOS GROUP SERVICE: SUBSURFACE UTILITY ENGINEERING									
DESCRIPTION	UNIT	PRICE	QUANTITY	AMOUNT	PERCENTAGE OF SUBTOTAL	PERCENTAGE OF SUBTOTAL	PERCENTAGE OF SUBTOTAL	PERCENTAGE OF SUBTOTAL	TOTAL LABOR COSTS
RIGHT-OF-WAY (ROW) DATA - FC 130 (130)									
ROADWAY DESIGN - FC 160 (163)									
DESIGN VERIFY/CHANGES/ALTER - FC 300 (\$31)									
SUBTOTAL HOURS									
CONTRACT RATE PER HOUR		\$222.07		\$185.83	\$92.90	\$92.90	\$77.02	\$173.42	\$80.52
SUBTOTAL LABOR COSTS									\$0.00
DISTRIBUTION OF STAFFING									

DESCRIPTION	UNIT	PRICE	QUANTITY	AMOUNT	PERCENTAGE OF SUBTOTAL	PERCENTAGE OF SUBTOTAL
Lodging/Hotel - Taxes and Fees	day/person	\$ 45.00		\$ -		
Lodging/Hotel (Taxes/fees not included)	day/person	\$ 97.00		\$ -		
Mileage	mile	\$ 0.575		\$ -		
Traffic Control Services, Arrow Boards and Attenuator trucks (includes labor, equipment and fuel)	Day	\$ 1,500.00	2	\$ 3,000.00		
Attenuator trucks (Lane/Shoulder Closure) (includes labor, equipment and fuel)	day	\$ 550.00	2	\$ 1,100.00		
Attenuator trucks (No Lane Closure) (includes labor, equipment and fuel)	day	\$ 350.00	2	\$ 700.00		
SUBTOTAL DIRECT EXPENSES				\$ 4,800.00		

DESCRIPTION	UNIT	PRICE	QUANTITY	AMOUNT	PERCENTAGE OF SUBTOTAL	PERCENTAGE OF SUBTOTAL
SUE Mobilization/Demobilization	mile	\$ 4.50		\$ -		
SUE Quality Level C/D	LF	\$ 0.55	40,000	\$ 22,000.00		
SUE Quality Level B/Utility Designation	LF	\$ 1.60	140,000	\$ 224,000.00		
SUE Quality Level A-Utility Locate, Test Holes; Level A: 0 to 5 ft	each	\$ 1,350.00		\$ -		
SUE Quality Level A-Utility Locate, Test Holes; Level A: > 5 to 8 ft	each	\$ 1,350.00		\$ -		
SUE Quality Level A-Utility Locate, Test Holes; Level A: > 8 to 13 ft	each	\$ 1,750.00		\$ -		
SUE Quality Level A-Utility Locate, Test Holes; Level A: > 13 to 20 ft	each	\$ 2,600.00		\$ -		
SUE Quality Level A-Utility Locate, Test Holes; Level A: > 20 ft	ft	\$ 250.00		\$ -		
Subsurface Utility Engineering (SUE) Field Services - One (1) Designating Person with Equipment	hour	\$ 140.00		\$ -		
Subsurface Utility Engineering (SUE) Field Services - Two (2) Designating Person with Equipment	hour	\$ 200.00		\$ -		
Subsurface Utility Engineering (SUE) Field Services - Two (1) Person Vacuum Excavation with Equipment	hour	\$ 200.00		\$ -		
SUBTOTAL UNIT COST				\$ 246,000.00		

SUMMARY	
TOTAL LUMP SUM LABOR COSTS FOR SUB ONLY	\$ -
TOTAL SPECIFIED RATE LABOR COSTS FOR SUB ONLY	\$ -
NON-SALARY (LUMP SUM DIRECT EXPENSES) FOR SUB ONLY	\$ 4,800.00
TOTAL UNIT COSTS FOR SUB ONLY	\$ 246,000.00
GRAND TOTAL FOR SUB ONLY	\$ 250,800.00



EXHIBIT A - BASIC SERVICES				
PROJECT NAME: HELMS TRAIL COUNTY: KAUFMAN LIMITS: FROM US 80 TO IH 20 PRIME PROVIDER: DANNENBAUM ENGINEERING COMPANY - DALLAS, LLC SUB PROVIDER: ECS SOUTHWEST, LLP SERVICE: SUBSURFACE UTILITY ENGINEERING				
TASK	QTY	TOTAL UNIT	UNIT RATE	COST
<b>FC 110 - Unit Costs - Laboratory Testing/Field Exploration:</b>				
Field Exploration:				
Drilling/Utility/ROW Coordination	60 hours		\$75.00 /hr.	\$4,500.00
Drill Rig Mobilization (Truck and coring)	2 lump sum		\$600.00 each	\$1,200.00
Drilling Pavement Borings	17 borings	15 lf. each	\$21.00 /lf.	\$5,355.00
Drilling Signs Borings	1 Borings	50 lf. each	\$23.00 /lf.	\$1,150.00
Drilling Retaining Wall Borings	3 Borings	25 lf. each	\$22.00 /lf.	\$1,650.00
Drilling Culvert Borings	2 Borings	60 lf. each	\$23.00 /lf.	\$2,760.00
Pavement Coring	21 borings		\$150.00 each	\$3,150.00
Patching/Backfilling Borings with Bentonite	21 borings		\$120.00 each	\$2,520.00
Traffic Control	5 days		\$2,400.00 each	\$12,000.00
Standby/Set up	10 hours		\$250.00 /hr.	\$2,500.00
			Field Exploration Subtotal:	\$36,785.00
Moisture Content-Density Tests				
Atterberg Limits Tests	84 tests		\$15.00 /test	\$1,260.00
UC Compression Test	42 tests		\$75.00 /test	\$3,150.00
UU Triaxial Test	12 tests		\$65.00 /test	\$780.00
CU Triaxial Test	2 tests		\$175.00 /test	\$350.00
Gradation Analysis, (#40 and #200)	1 tests		\$1,200.00 /test	\$1,200.00
Soluble Sulfate	21 tests		\$40.00 /test	\$840.00
Lime pH Series	21 tests		\$100.00 /test	\$2,100.00
	2 tests		\$150.00 /test	\$300.00
			Laboratory Testing Subtotal:	\$9,980.00
<b>FC 110 - Unit Costs - Laboratory Testing/Field Exploration: Subtotal</b>				
<b>FC 110 - Feasibility Studies - Engineering Services:</b>				
Principal Engineer	8 hours		\$180.00 /hour	\$1,440.00
Senior Engineer	16 hours		\$180.00 /hour	\$2,880.00
Project Engineer	72 hours		\$110.00 /hour	\$7,920.00
Drafter	12 hours		\$65.00 /hour	\$780.00
			FC 110 - Feasibility Studies - Engineering Services: Subtotal	\$13,020.00
<b>ESTIMATED TOTAL COST:</b>				<b>\$59,785.00</b>



# EXHIBIT A - BASIC SERVICES

PROJECT NAME: HELMS TRAIL  
 COUNTY: KAUFMAN  
 LIMITS: FROM US 80 TO IH 20  
 PRIME PROVIDER: DANNEBAUM ENGINEERING COMPANY - DALLAS, LLC  
 SUB PROVIDER: INTEGRATED ENVIRONMENTAL SOLUTIONS  
 SERVICE: SUBSURFACE UTILITY ENGINEERING

FUNCTION CODE	DESCRIPTION OF WORK/TASK	Support Manager	Quality Manager	CADD Operator	Senior Environmental Planner	Environmental Planner III	Biologist III	Biologist I/II	Archaeologist Principal	Archaeologist III	Senior Field Tech	Senior Historian	Historian IV	Historian III	Historian II	Adm. / Clerical	Total Labor Hours	Total Labor Cost per
120(120)	FC 120 - SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT	\$180.00	\$113.00	\$72.00	\$102.00	\$74.07	\$84.75	\$43.37	\$88.03	\$43.00	\$50.52	\$104.00	\$85.00	\$75.00	\$67.00	\$43.00		
	<b>General</b>																	
	A. Environmental Scoping Document	1	1			20			15							4	42	\$1,471.50
	B. Project Schedule	1	1			20										2	24	\$2,871.00
	C. Request for Clarification	1	1			16										2	20	\$1,620.00
	D. Work Plan Development Scoping	1	1			20			8							2	28	\$2,820.00
	E. Purpose & Need Statement and Project Description	1	2			16										2	21	\$1,740.00
	<b>Public Meeting (Up to 3)</b>																	
	A. Constant Mapping	1	1		4	15			15						24	4	84	\$5,191.20
	B. Pre-Meeting Preparation	2	1			24			4							10	42	\$1,487.40
	C. Public Meeting	6	1			12			6							34	34	\$2,504.22
	D. Public Meeting Debrief to Provide Data to PHO	1	1			8										4	14	\$1,166.00
	<b>Technical Reports</b>																	
	A. Species Evaluation/Tree Site Assessment	1	2		18	30	34	80							10	3	178	\$11,189.50
	B. Surface Water Analysis	1	2		18	30	34	80							10	3	178	\$11,189.50
	C. Hazardous Inland Sea Assessment	8	2			24		60								3	97	\$7,562.02
	D. Air Contingency Report	1	1			28										2	32	\$2,591.44
	E. Air Contingency Management Plan (CAMP) Report	1	1			20		96								3	131	\$4,260.00
	F. Air Quality Technical Report	2	1		10	25		96								3	137	\$10,433.35
	G. Archaeological Background Study	1	2			2			25	40					12	3	85	\$6,286.39
	H. Archaeological Survey Report (including permitting)	1	2			2		140	100	140	60				40	3	248	\$24,096.48
	I. Historical PCR	1	2			2									8	8	53	\$5,308.10
	J. Historical Studies Research Design	1	2			2									8	8	53	\$5,308.10
	K. Historic Resource Survey Report	1	2			2									8	8	53	\$5,308.10
	L. Traffic Noise Analysis	2	2		12	200		20							20	4	290	\$20,324.48
	M. Community Impacts	6	2			20		48							48	3	127	\$9,398.62
	N. Indirect Impact and Cumulative Analysis	6	2			32		60							48	4	152	\$11,147.04
	<b>Environmental Assessment</b>																	
	A. Internal Draft EA	8	8		10	64	32	80						10	40	16	216	\$24,429.60
	B. Internal Draft EA Comment Maps - Internal	1	2			20										4	27	\$2,176.00
	C. Public Draft EA	4	6		10	24	8								28	4	88	\$7,833.64
	D. Public Draft EA Comment Maps	1	1			24										3	28	\$2,292.70
	E. Final EA	1	1		4	30										2	34	\$3,316.64
	F. Finding of No Significant Impact	1	1			30										2	34	\$2,871.00
	<b>Public Hearing</b>																	
	A. Pre-Meeting Preparation	2	1			8										4	13	\$1,197.60
	B. Public Hearing	8	1			8										2	18	\$2,017.20
	C. Public Hearing Debrief to Provide Data to PHO	1	1			6										2	19	\$879.10

TDOT FUNCTION CODE	DESCRIPTION OF WORK TASK	Support Manager	Quality Manager	CADD Operator	Senior Environmental Planner	Environmental Planner II	Biologist III	Biologist II	Archaeologist Principal	Archaeologist III	Senior Field Tech	Senior Historian	Historian III	Historian II	GIS Operator	Admin / Clerical	Total Labor Hours	Total Labor Cost per Task
	Traffic Noise Workshop																	
	A. Pre-meeting Preparation	2	1			60											66	\$5,100.00
	B. Traffic Noise Workshop	6				6											12	\$1,520.00
	C. Traffic Noise Workshop (attend to Provide Data to PIO)	1	1			24											26	\$2,223.52
	Total	85	87	0	82	882	106	628	174	180	66	140	10	156	196	113	2861	\$226,782.68
	Total Labor Cost	13,390.00	8,460.82	0.00	13,284.08	65,858.04	9,156.24	40,869.56	15,317.22	11,488.48	2,032.20	14,840.40	0.00	1,356.00	12,448.24	7,768.22		\$326,787.68
TDOT FUNCTION CODE	DESCRIPTION OF WORK TASK	Support Manager	Quality Manager	CADD Operator	Senior Environmental Planner	Environmental Planner II	Biologist III	Biologist II	Archaeologist Principal	Archaeologist III	Senior Field Tech	Senior Historian	Historian III	Historian II	GIS Operator	Admin / Clerical	Total Labor Hours	Total Labor Cost per Task
145(145, 164)	MANAGING CONTRACTED/DONATED PE																	
	Environmental Project Coordination																	
	A. Project Management Plan and OACOC Plan	2	4			48											54	\$4,306.60
	B. Project Kickoff meeting	2	4			4											7	\$838.68
	C. monthly stake meetings (up to 18)	18	18			36											54	\$5,928.12
	D. weekly team meetings (up to 78)	2	4			40											74	\$6,270.20
	E. Document Control/Project File	2	4			30											48	\$5,862.22
	F. Project Schedules	1	4			30											41	\$5,289.18
	G. Progress Report	8	4			20											34	\$3,347.04
	H. Invoice Preparation and Submittal	20	4	0	0	28											48	\$7,111.20
	Total	72	34	0	0	238	3	0	0	0	0	0	0	0	0	38	240	\$37,073.08
	Total Labor Cost	12,860.00	3,871.24	0.00	0.00	17,822.12	0.08	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,616.72		\$37,073.08
120(120)	DIRECT COSTS	QUANTITY	UNIT	COST	TOTAL													
	Photo copies BW (8 1/2 x 11)	1,000	Ea.	\$0.10	\$100.00													
	Photo copies BW (11 x 17)	100	Ea.	\$0.20	\$20.00													
	Photo copies Color (8 1/2 x 11)	1,000	Ea.	\$0.75	\$750.00													
	Photo copies Color (11 x 17)	75	Ea.	\$1.20	\$90.00													
	Shipping	2,550	Mile	\$0.50	\$1,275.00													
	Toll Charges	28	Day	\$10.00	\$280.00													
	Overnight Postage	6	Ea.	\$3.25	\$19.50													
	Overnight Mail - oversized box	2	Ea.	\$36.00	\$72.00													
	TPWD Data Request Fee	1	Ea.	\$75.00	\$75.00													
	Noninvasive Imagery Database Search	1	Ea.	\$185.00	\$185.00													
	Peris Meter Rental	2	Event	\$175.00	\$350.00													
	Environmental Database Search	1	Per Project	\$1,000.00	\$1,000.00													
	Environmental Field Supplies	10	Day	\$50.00	\$500.00													
	Photos: Aerial Images	20	Ea.	\$3.00	\$60.00													
	Photogrammetry Search: 30" x 40" Color Mounted	4	Ea.	\$100.00	\$400.00													
	Color Graphics on Foam Board	60	Sq ft	\$4.50	\$270.00													
	Reinforce Tranching	2	Day	\$1,200.00	\$2,400.00													
	Total Direct Costs				\$83,198.58													
	Total Cost FC 120																	\$83,198.58
	Total Cost FC 145																	\$37,073.08

**EXHIBIT B**  
**SPECIAL SERVICES**

EXHIBIT B - SPECIAL SERVICES															
PROJECT NAME: RELIAS TRAIL COUNTY: KAUFMAN LIMITS: FROM US 90 TO IH 20 PRIME PROVIDER: DANNENBAUM ENGINEERING COMPANY - DALLAS, LLC															
NO. OF DWGS	SHEET	BASIC SERVICES DESCRIPTION	Project Manager	Quality Manager	Senior Engineer	Project Engineer	Design Engineer	Senior Structural Engineer	Structural Engineer	Utility Engineer	Engineer In Training	Senior Engineer Designer	Admin / Clerical	Total Labor Hrs.	Task Cost
CONTRACT RATE PER HOUR			\$ 234.00	\$ 234.00	\$ 213.88	\$ 168.77	\$ 178.52	\$ 236.26	\$ 155.45	\$ 178.52	\$ 163.44	\$ 137.51	\$ 08.71		
FC 110 - ROUTE AND DESIGN STUDIES															
		DATA COLLECTION AND FIELD RECONNAISSANCE	1		1	1	2				4	4		13	\$ 1,832.76
		ANALYZE AND EVALUATE EXISTING CONDITIONS				2	2				2	2		8	\$ 1,069.16
		SUB-TOTAL - FC 110 - ROUTE AND DESIGN STUDIES	1	0	1	3	4	0	0	0	6	6	0	21	\$ 2,901.94
FC 120 - SOCIAL, ECONOMIC, AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT															
		STAKEHOLDER MEETINGS (TOTAL = 4 MEETINGS)	10		10		16						3	33	\$ 6,879.45
2		EPIC	1			2	4				8	10		25	\$ 4,653.94
		SUB-TOTAL - FC 120 - SOCIAL, ECONOMIC, AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT	11	0	10	2	14	0	0	0	8	20	3	68	\$ 10,724.39
FC 130 - RIGHT OF WAY DATA (UTILITIES)															
		UTILITY CONTACT LIST - UPDATE STAKEHOLDERS (INCLUDING ALL UTILITIES AND AGENCIES IN CORRIDOR)			1	1					4	4	2	12	\$ 1,459.12
		UTILITY COORDINATION	10		10	12				24	16	16		63	\$ 14,392.22
		UTILITY COORDINATION MEETING (TOTAL = 3 MEETINGS)	10							10			4	24	\$ 4,375.90
		UTILITY CONFLICT MATRIX												0	\$ 0
		PREPARE UTILITY LAYOUTS (1 100)	1		4					12	24	32		73	\$ 9,969.72
		UTILITY CONFLICT RESOLUTION	4		12					12				28	\$ 5,608.44
		SANITARY SEWER (WASTEWATER) ADJUSTMENT DESIGN PLAN AND PROFILE	1		8	8	40				72	96		205	\$ 26,411.00
		WATER LINE ADJUSTMENT DESIGN PLAN AND PROFILE	1		8	8	80				72	96		205	\$ 26,411.00
		COORDINATION WITH NTAWDO	8		16	16								48	\$ 7,833.92
		SUB-TOTAL - FC 130 - RIGHT OF WAY DATA (UTILITIES)	25	0	88	45	120	0	0	58	188	184	6	675	\$ 96,473.52
FC 150 - FIELD SURVEYING AND PHOTOGRAMMETRY															
		COORDINATION WITH SPOONER AND ASSOCIATES			1	4	8				8	8		29	\$ 3,856.49
		PREPARATION OF ADDITIONAL EASEMENTS			1		4				8	20		33	\$ 4,375.90
		SUB-TOTAL - FC 150 - FIELD SURVEYING AND PHOTOGRAMMETRY	8	0	2	4	12	0	0	0	16	28	0	62	\$ 8,171.74
ROADWAY DETAILS															
FC 160 - ROADWAY DESIGN CONTROLS															

NO. OF DWGS	SHEET	BASIC SERVICES DESCRIPTION	Project Manager	Quality Manager	Senior Engineer	Project Engineer	Design Engineer	Senior Structural Engineer	Structural Engineer	Utility Engineer	Engineer In Training	Senior Engineer Designer	Admin / Clerical	Total Labor Hrs.	Task Cost
		CONTRACT RATE PER HOUR	\$ 234.00	\$ 228.00	\$ 213.85	\$ 158.77	\$ 138.57	\$ 258.26	\$ 155.45	\$ 175.50	\$ 103.44	\$ 137.51	\$ 68.75		
2	1	PROJECT LAYOUT / SURVEY CONTROL LAYOUT (INCLUDE BENCHMARK DATA SHEETS)			2	4	8				12	16		42	\$ 5,563.38
2	2,3	HORIZONTAL AND VERTICAL CONTROL SHEETS			1	2	1				4	8		16	\$ 2,169.00
1	4,4	HORIZONTAL ALIGNMENT DATA SHEETS			1	2	2				4	8		17	\$ 2,307.57
22	5-28	REMOVAL PLAN (1:100)	1		8	16	20					24		69	\$ 10,566.76
0	27-26	ROADWAY PLAN AND PROFILE / HORIZONTAL AND VERTICAL GEOMETRY / (MELMS) / (US 96) / (R)	4		32	60	128				96	60		300	\$ 52,866.00
22	27-48	PLAN AND PROFILE SHEETS (1:100)	4		12	48	72				96	128		300	\$ 48,276.52
0	49-48	PEDESTRIAN AND BICYCLE FACILITIES			2	4	8				12	32		56	\$ 7,769.54
6	48-54	INTERSECTION LAYOUTS / GRADING (1:50)	1		4	8	12				40	80		144	\$ 19,012.80
12	55-66	CROSS STREET PLAN AND PROFILE (1:50)	1		6	16	32				60	128		243	\$ 32,077.34
42	67-108	DRIVEWAY LAYOUTS (PROFILES) (1:50)			8	16	32				88	182		296	\$ 38,364.00
2	109-110	DRIVEWAY DETAILS			1	1	8				16	20		48	\$ 6,827.22
8	111-118	MBGF / RAILING LAYOUTS	1		2	4	12				16	32		67	\$ 8,955.78
2	119-120	MISCELLANEOUS ROADWAY DETAILS			1	2	6				16	20		47	\$ 5,965.99
0	121-120	OPENROADS MODEL / CROSS SECTIONS / EARTHWORK (100 FOOT INCREMENTS ON 11x17 SHEETS @ 3 SECTIONS / SHEET) (UTILITIES WHERE AVAILABLE)	4		60	120	120				72	20		396	\$ 59,378.28
2	121-122	MISCELLANEOUS GRADING DETAILS			1	4	12				16	24		57	\$ 7,407.85
13	123-126	STANDARD			1	2	4				2	2		11	\$ 1,560.17
138		SUB-TOTAL - FC 100 - ROADWAY DESIGN CONTROLS	18	0	142	309	479	0	0	0	550	754	0	2250	\$ 308,085.28
		DRAINAGE													
		FC 161 - DRAINAGE													
0	136-135	OBTAIN AND REVIEW EXISTING DATA			1	1	1							3	\$ 511.19
0	136-135	REVIEW EXISTING STUDIES AND CONSTRUCTION PLANS			2	2	2				2			8	\$ 1,271.86
0	136-135	REVIEW SURVEY DATA AND PREPARE UPDATED OTM (GIS)			2	2	2				6	12		26	\$ 3,470.42
5	136-140	PREPARE LARGE AND SMALL DRAINAGE AREA MAPS	1		2	4	16				16	12		51	\$ 6,759.88
0	141-140	HYDROLOGY CALCULATIONS (STORM SEWER, CULVERTS, DITCHES)	1		4	12	32							49	\$ 7,429.88
0	141-140	HYDRAULIC COMPUTATIONS SHEETS (STORM SEWER, CULVERTS, DITCHES)	1		8	16	32							55	\$ 8,491.66
0	141-140	DETERMINE TAILWATER CONDITIONS			5	12	16							33	\$ 5,191.61
0	141-140	DEVELOP PEAK FLOWS FOR EXISTING CONDITIONS			3	10	16							29	\$ 4,446.37
0	141-140	DEVELOP HYDROGRAPHS FOR MEC-RAS / XP-SWMM MODEL	1		6	12	20							39	\$ 6,193.74
0	141-140	DEVELOP MEC-RAS / XP-SWMM MODEL FOR EXISTING CONDITIONS	1		4	16	24							45	\$ 8,955.40
0	141-140	DEVELOP MEC-RAS / XP-SWMM MODEL FOR PROPOSED CONDITIONS	1		8	24	48							81	\$ 12,426.64
4	141-144	DRAINAGE CROSS SECTIONS			2	6	10					24		60	\$ 7,861.58
7	145-151	CULVERT PLAN AND PROFILE SHEETS	1		6	12	24				60	96		199	\$ 25,933.39

NO. OF DWGS	SHEET	BASIC SERVICES DESCRIPTION	Project Manager	Quality Manager	Senior Engineer	Project Engineer	Design Engineer	Senior Structural Engineer	Structural Engineer	Utility Engineer	Engineer in Training	Senior Engineer Designer	Admin / Clerical	Total Labor Hrs.	Task Cost
		CONTRACT RATE PER HOUR	\$ 234.00	\$ 226.00	\$ 213.85	\$ 158.77	\$ 138.57	\$ 758.26	\$ 155.45	\$ 175.53	\$ 103.44	\$ 719.51	\$ 08.79		
22	152-173	STORM SEWER PLAN AND PROFILE SHEETS	1		6	24	48				104	152		337	\$ 43,681.12
6	174-181	DITCH PLAN AND PROFILE			1	3	18				24	24		70	\$ 8,878.42
0	182-183	RETENTION / DETENTION POND / DOWNSTREAM IMPACTS	1		6	18	24							47	\$ 7,353.10
18	182-197	STANDARDS			1	2	4				2	2		11	\$ 1,500.17
62		SUB-TOTAL - FC 181 - DRAINAGE	8	0	67	174	337	0	0	0	234	322	0	1143	\$ 158,375.40
		SIGNING, PAVEMENT MARKINGS AND SIGNALIZATION DESIGN													
		FC 182 - SIGNING, PAVEMENT MARKING, SIGNALIZATION													
0	198-197	SIGNING - PAVEMENT MARKING DESIGN	1		4	12	80				96			193	\$ 23,855.28
22	198-219	SIGNING - PAVEMENT MARKING SHEETS			4	16	32				80	96		228	\$ 29,010.12
1	220-220	LARGE SIGN DETAILS			1	2	12				2	2		19	\$ 2,668.73
2	221-222	SMALL SIGN SUMMARY			1	2	6				6	12		29	\$ 3,810.85
12	223-224	STANDARDS			1	1	2				2	2		8	\$ 1,124.26
		PERMANENT SIGNAL - HELMS TRAIL AND FM 1841													
1	235-234	PERFORM EXISTING TRAFFIC SIGNAL EQUIPMENT INVENTORY AND FIELD VISIT					4					12		16	\$ 2,204.40
2	235-236	EXISTING CONDITION AND REMOVAL LAYOUTS				1	6					28		35	\$ 4,840.47
4	237-240	PROPOSED TRAFFIC SIGNAL LAYOUT (DETECTION SYSTEM, PEDESTRIAN ELEMENTS, ETC.)	1			2	6					48		57	\$ 7,983.44
1	241-241	PROPOSED TRAFFIC SIGNAL ELEVATION DETAILS	1			1	4					28		34	\$ 4,797.33
1	242-242	PROPOSED SIGNAGE AND DETAILS				1	4					16		21	\$ 2,913.21
1	243-243	TRAFFIC SIGNAL CABLE SCHEDULE DETAILS	1			2	4					26		33	\$ 4,661.08
1	244-244	TRAFFIC SIGNAL NOTES AND QUANTITIES				2	4					40		16	\$ 2,246.32
1	245-245	TRAFFIC SIGNAL DETAIL SHEETS	1			2	4					6		15	\$ 2,205.90
		PERMANENT SIGNAL - HELMS TRAIL AND FM 20													
0	223-222	PERFORM EXISTING TRAFFIC SIGNAL EQUIPMENT INVENTORY AND FIELD VISIT					4					12		16	\$ 2,204.40
2	223-224	EXISTING CONDITION AND REMOVAL LAYOUTS				1	6					28		35	\$ 4,840.47
4	225-228	PROPOSED TRAFFIC SIGNAL LAYOUT (DETECTION SYSTEM, PEDESTRIAN ELEMENTS, ETC.)	1			2	6					48		57	\$ 7,983.44
1	229-229	PROPOSED TRAFFIC SIGNAL ELEVATION DETAILS	1			1	4					28		34	\$ 4,797.33
1	230-230	PROPOSED SIGNAGE AND DETAILS				1	4					16		21	\$ 2,913.21
1	231-231	TRAFFIC SIGNAL CABLE SCHEDULE DETAILS	1			2	4					26		33	\$ 4,661.08
1	232-232	TRAFFIC SIGNAL NOTES AND QUANTITIES				2	4					40		16	\$ 2,246.32
1	233-233	TRAFFIC SIGNAL DETAIL SHEETS	1			2	4					6		15	\$ 2,205.90



NO OF DWGS	SHEET	BASIC SERVICES DESCRIPTION	Project Manager	Quality Manager	Senior Engineer	Project Engineer	Design Engineer	Senior Structural Engineer	Structural Engineer	Utility Engineer	Engineer in Training	Senior Engineer Designer	Admin / Clerical	Total Labor Hrs.	Task Cost
0	234-233	STANDARDS	\$ 234.00	\$ 278.00	\$ 213.85	\$ 158.77	\$ 138.57	\$ 258.26	\$ 155.43	\$ 175.52	\$ 102.44	\$ 197.51	\$ 68.71	8	\$ 1,124.28
		TEMPORARY SIGNAL - HELMS TRAIL AND FM 1641													
6	248-251	TEMPORARY SIGNAL LAYOUTS FOR EACH PHASE OF CONSTRUCTION	1			2	6					32		41	\$ 5,793.28
3	252-254	TEMPORARY SIGNAL CABLE SCHEDULE AND TEMPORARY SIGNS	1			2	4					16		23	\$ 3,305.98
2	255-258	TEMPORARY TRAFFIC SIGNALS NOTES				1	6					4		11	\$ 1,542.23
														0	\$
		SAFETY ILLUMINATION - HELMS TRAIL AND FM 1641 / HELMS TRAILS AND IH 20												0	\$
2	257-258	SAFETY LIGHTING DESIGN AT INTERSECTIONS				4	8					32		44	\$ 6,143.96
4	259-262	LIGHTING LAYOUTS AND DETAILS	1			4	8					24		37	\$ 5,277.88
2	263-264	ELECTRICAL SERVICE DATA SHEETS AND CIRCUIT DIAGRAM	1			2	6					24		33	\$ 4,683.20
1	265-265	ILLUMINATION NOTES	1			2	4					12		19	\$ 2,755.94
12	266-277	STANDARDS			1	1	2				2	2		8	\$ 1,124.26
91		SUB-TOTAL - FC 182 - SIGNING, PAVEMENT MARKING, SIGNALIZATION	14	0	13	74	230	0	0	0	122	812	0	1155	\$ 155,733.72
		GENERAL													
		FC 183 - MISCELLANEOUS (ROADWAY)													
1	276-278	TITLE SHEET				1	2				8	16		27	\$ 3,433.99
1	279-279	INDEX OF SHEETS				1	1				12	16		30	\$ 3,684.38
1	280-280	EXISTING TYPICAL SECTIONS			1	1	1				12	16		31	\$ 3,908.73
2	281-282	PROP TYPICAL SECTIONS	1		1	2	2				16	24		46	\$ 5,838.61
2	283-284	GENERAL NOTES & SPECIFICATION DATA	1		1	2	6				8	8		26	\$ 3,494.81
1	285-285	SUMMARY OF EARTHWORK QUANTITIES			1	2	4				12	16		35	\$ 4,482.71
1	286-286	SUMMARY OF TRAFFIC CONTROL QUANTITIES			1	4	8				24	40		77	\$ 9,851.65
1	287-287	SUMMARY OF REMOVAL ITEMS			1	2	6				16	24		49	\$ 6,258.89
1	288-288	SUMMARY OF ROADWAY QUANTITIES			1	4	8				24	32		69	\$ 8,751.57
1	289-289	SUMMARY OF CULVERT QUANTITIES			1	2	4				16	24		47	\$ 5,981.75
1	290-290	SUMMARY OF DRAINAGE/STORM SEWER QUANTITIES			1	2	6				16	32		57	\$ 7,358.87
1	291-291	SUMMARY OF WATER / WASTEWATER			1	1	3				12	16		33	\$ 4,183.37
1	292-292	SUMMARY OF RETAINING WALLS			1	1	2				12	16		32	\$ 4,046.80
1	293-293	SUMMARY OF DRIVEWAYS			1	1	2				12	16		32	\$ 4,046.80
1	294-294	SUMMARY OF SMALL SIGNS			1	1	2				8	16		28	\$ 3,647.84
1	295-295	SUMMARY OF LARGE SIGNS				1	1				4	8		13	\$ 1,637.61

NO. OF DWGS	SHEET	BASIC SERVICES DESCRIPTION	Project Manager	Quality Manager	Senior Engineer	Project Engineer	Design Engineer	Senior Structural Engineer	Structural Engineer	Utility Engineer	Engineer in Training	Senior Engineer Designer	Admin / Clerical	Total Labor Hrs.	Task Cost
		CONTRACT RATE PER HOUR	\$ 234.00	\$ 238.00	\$ 213.86	\$ 198.77	\$ 138.57	\$ 298.38	\$ 153.45	\$ 175.45	\$ 93.44	\$ 137.51	\$ 88.71		
1	298-296	SUMMARY OF TRAFFIC SIGNALS			1	1	2				6	12		22	\$ 2,886.32
1	298-298	SUMMARY OF PAVEMENT MARKINGS & DELINEATION			1	2	4				16	24		47	\$ 5,981.75
1	299-299	SUMMARY OF SWOP (EROSION CONTROL)			1	1	3				12	16		33	\$ 4,185.37
16	300-315	RAILROAD EXHIBIT A	4		8	12	24				40	96		184	\$ 25,004.28
0	318-315	COORDINATION WITH UPRR RAILROAD	12		12	12								36	\$ 7,218.44
		TRAFFIC CONTROL PLANS (TCP)													
1	316-316	SEQUENCE OF CONSTRUCTION NARRATIVE	1		4	16	24				12	12		57	\$ 8,152.28
2	317-318	TCP ADVANCE WARNING SIGNS			1	2	4				6	12		25	\$ 3,334.23
1	319-319	TRAFFIC CONTROL PLAN GENERAL NOTES	1		2	4	6							13	\$ 2,128.20
3	320-322	TRAFFIC CONTROL PLAN TYPICAL SECTIONS	1		1	8	16				24	40		90	\$ 11,829.29
2	323-324	TRAFFIC CONTROL TRANSITIONS DETOURS			1	4	12				24	32		73	\$ 9,305.85
2	325-326	TRAFFIC CONTROL PLAN DETAILS	1		1	2	6				12	24		46	\$ 6,093.93
72	327-398	TRAFFIC CONTROL PLAN SHEETS INCLUDING CROSS STREETS & PHASES: 231 STA.(11-100)	4		24	40	88				96	128		380	\$ 51,789.65
0	399-398	TRAFFIC CONTROL WORKSHOP (2 MEETINGS)	4		4	4								12	\$ 2,428.48
16	399-414	STANDARDS			1	2	4				2	2		11	\$ 1,560.17
		RETAINING WALLS													
0	415-414	DETERMINE FINAL RETAINING WALL LOCATIONS	1		1	4	8				16			30	\$ 3,707.33
6	415-420	PLAN AND PROFILE SHEETS (146)	2		4	8	24				40	72		150	\$ 19,809.56
2	421-422	RETAINING WALL DETAILS (TYPICAL SECTIONS)	1		2	6	16				16	12		53	\$ 7,077.40
4	423-426	TEMPORARY SHORING SHEETS	1		3	6	12				24	24		72	\$ 9,502.55
1	427-427	CORING DATA SHEETS			1	2	2				6	12		23	\$ 3,057.99
6	428-433	STANDARDS			1	1	2				2	2		8	\$ 1,124.26
		COMMENTS													
0	434-433	PREPARE OVERALL 30% SUBMITTAL (1 SUBMITTAL)	2		4	8	24				40	56		134	\$ 17,609.40
0	434-433	PREPARE OVERALL 60% SUBMITTAL (1 SUBMITTAL)	2		4	8	24				40	56		134	\$ 17,609.40
0	434-433	PREPARE OVERALL 95% SUBMITTAL (1 SUBMITTAL)	2		4	8	24				40	56		134	\$ 17,609.40
0	434-433	PREPARE OVERALL 100% SUBMITTAL (1 SUBMITTAL)	2		4	8	24				40	56		134	\$ 17,609.40
0	434-433	ORGANIZE AND DOWNLOAD ELECTRONIC FILE DELIVERABLES												8	\$ 949.00
0	434-433	REVIEW / COMMENT RESOLUTION / ADDRESS 30% DESIGN COMMENTS	2		4	8	32				80	96		202	\$ 26,213.16
0	434-433	REVIEW / COMMENT RESOLUTION / ADDRESS 60% DESIGN COMMENTS	2		4	16	40				80	100		242	\$ 31,136.72



NO. OF DWGS	SHEET	BASIC SERVICES DESCRIPTION	Project Manager	Quality Manager	Senior Engineer	Project Engineer	Design Engineer	Senior Structural Engineer	Structural Engineer	Utility Engineer	Engineer In Training	Senior Engineer Designer	Admin / Clerical	Total Labor hrs.	Task Cost
0	434-433	REVIEW / COMMENT RESOLUTION / ADDRESS 95% DESIGN COMMENTS	2		4	8	32				60	96		202	\$ 26,213.16
156		SUB-TOTAL - FC 103 - MISCELLANEOUS (ROADWAY)	48	0	115	230	515	0	0	0	930	1248	0	3187	\$ 422,081.08
		ENVIRONMENTAL													
		FC 103 - SWSP													
0	434-433	PREPARE SWSP	1		4	16	48				48	56		173	\$ 22,769.16
22	434-455	SWSP LAYOUTS - (1:100 - DOUBLE BANKED)	1		3	6	12				64	88		176	\$ 22,292.79
2	456-457	MISCELLANEOUS SWSP DETAILS			1	2	4				8	12		27	\$ 3,533.71
4	458-461	STANDARDS			1	1	2				1	1		6	\$ 887.01
28		SUB-TOTAL - FC 103 - SWSP	2	0	9	27	66	0	0	0	121	157	0	383	\$ 48,482.87
		FC 104 - PROJECT MANAGEMENT (PS&E) (16 MONTHS)													
		MANAGE WORK AUTHORIZATIONS (PS&E DEVELOPMENT) (INCLUDING RECORD KEEPING, PLANNING, ADMINISTRATION, ETC) AND OVERALL QA/QC:													
		PREPARATION OF PROGRESS REPORTS (TOTAL = 16 EA)	24											0	\$ -
		SCHEDULE / ATTEND DISTRICT SAFETY REVIEW TEAM MEETING (DSRT) (TOTAL = 2 EA)	6		6	6							16	40	\$ 6,718.00
		SCHEDULE / ATTEND COMMENT REVIEW MEETINGS - (1 TOTAL 30%, 80% / 145N)	17		12	12							2	20	\$ 3,777.22
		PREPARE PROJECT SCHEDULE (UPDATE 2 TIMES)	8		8								6	42	\$ 7,691.94
		CONSTRUCTION TIME DETERMINATION	8		16	16								16	\$ 3,582.80
		MANAGING SUBCONSULTANTS CONTRACTS, MONITOR PROGRESS, CONFORMITY (10) PROCEDURES	40		32									40	\$ 7,833.92
		COORDINATION WITH TxDOT	46		32		16							72	\$ 16,203.20
		COORDINATION WITH SPOONER AND ASSOCIATES (SURVEY)	12		12		8				16			88	\$ 18,420.32
		COORDINATION WITH RIOS GROUP (SUE)	12		12						24			48	\$ 8,078.60
		CONDUCT PROJECT SITE VISIT (TOTAL = 4 SITE VISIT)	12		12	12								60	\$ 9,430.80
		GENERAL PROJECT MANAGEMENT	66		40									38	\$ 7,279.44
		QC/QA - OVERALL 30% SUBMITTAL (1 SUBMITTAL)		64										138	\$ 31,018.00
		QC/QA - OVERALL 60% SUBMITTAL (1 SUBMITTAL)		64										64	\$ 15,232.00
		QC/QA - OVERALL 95% SUBMITTAL (1 SUBMITTAL)		64										64	\$ 15,232.00
		QC/QA - OVERALL 100% SUBMITTAL (1 SUBMITTAL)		64										64	\$ 15,232.00
		SUB-TOTAL - FC 104 - PROJECT MANAGEMENT (PS&E) (16 MONTHS)	270	266	182	448	36	0	0	0	40	0	24	834	\$ 180,960.24
		STRUCTURAL													



NO. OF DWGS	SHEET	BASIC SERVICES DESCRIPTION	Project Manager	Quality Manager	Senior Engineer	Project Engineer	Design Engineer	Senior Structural Engineer	Structural Engineer	Utility Engineer	Engineer in Training	Senior Engineer Designer	Admin - Clerical	Total Labor hrs.	Task Cost
		CONTRACT RATE PER HOUR	\$ 234.00	\$ 230.00	\$ 213.60	\$ 150.77	\$ 130.37	\$ 240.20	\$ 165.40	\$ 175.53	\$ 903.44	\$ 537.54	\$ 68.75		\$ -
		TOTAL ENGINEERING (CONSULTANT) - BASIC SERVICES													\$ 207,466.48
		TOTAL SPECIAL SERVICES (DEC AND SUBCONSULTANTS)													\$ -
		STATESIDE ROW INCLUDING DEC COORDINATION													\$ -
															\$ -
															\$ -
		TOTAL ENGINEERING (DEC AND SUBCONSULTANT) - SPECIAL SERVICES													\$ -



PROJECT NAME: HELMS TRAIL

COUNTY: KAUFMAN

LIMITS: FROM US 80 TO IH 20

**PHONE PROVIDER: DANNENBAUM ENGINEERING COMPANY - DALLAS, LLC**

**SUB PROVIDER: THE RIOS GROUP**

## SERVICE: SUBSURFACE UTILITY ENGINEERING

[illegible]

	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT
Lodging/Hotel - Taxes and Fees		day/person	\$	45.00		\$
Lodging/Hotel (Taxes/fees not included)		day/person	\$	97.00		\$
Mileage		mile	\$	0.575		\$
Traffic Control Services, Arrow Boards and Attenuator trucks (includes labor, equipment and fuel)		Day	\$	1,500.00	6	\$
Attenuator trucks (Lane/Shoulder Closure) [Includes labor, equipment and fuel]		day	\$	550.00	6	\$
Attenuator trucks (No Lane Closure) [Includes labor, equipment and fuel]		day	\$	350.00	6	\$
<b>TOTAL DIRECT EXPENSES</b>						\$
						\$ 14,400.00

LINE NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
1	Soil Mobilization/Demobilization	mile	4.50	\$	\$
2	Soil (Quality Level C/D)	lf	0.55	\$	\$
3	Soil (Quality Level E/Utility Disposition)	lf	1.60	\$	\$
4	Soil (Quality Level A-Utility Locate, Test Holes) Level A: 0 to 5 ft	each	1,150.00	\$	\$ 13,225.00
					\$ 13,225.00

SUE (Quality Level A-Utility Locate, Test Holes) Level A: > 5 to 8 ft	each	\$ 1,350.00	\$5	\$ 20,250.00
SUE (Quality Level A-Utility Locate, Test Holes) Level A: > 8 to 13 ft	each	\$ 1,750.00	10	\$ 17,500.00
SUE (Quality Level A-Utility Locate, Test Holes) Level A: > 13 to 20 ft	each	\$ 2,600.00	8	\$ 20,800.00
SUE (Quality Level A-Utility Locate, Test Holes) Level A: > 20 ft.	ft	\$ 250.00		\$ -
Subsurface Utility Engineering (SUE) Field Services - One (1) Designating Person with Equipment	hour	\$ 140.00		\$ -
Subsurface Utility Engineering (SUE) Field Services - Two (2) Designating Person with Equipment	hour	\$ 200.00		\$ -
Subsurface Utility Engineering (SUE) Field Services - Two (1) Person Vacuum Excavation with Equipment	hour	\$ 200.00		\$ -
<b>SUBTOTAL UNIT COST</b>				<b>\$ 79,500.00</b>

<b>TOTAL LUMP SUM LABOR COSTS FOR SUB ONLY</b>	<b>\$ 97,766.46</b>
<b>TOTAL SPECIFIED RATE LABOR COSTS FOR SUB ONLY</b>	<b>\$ -</b>
<b>NON-SALARY (LUMP SUM DIRECT EXPENSES) FOR SUB ONLY</b>	<b>\$ 14,400.00</b>
<b>TOTAL UNIT COSTS FOR SUB ONLY</b>	<b>\$ 79,500.00</b>
<b>GRAND TOTAL FOR SUB ONLY</b>	<b>\$ 191,666.46</b>

THE STATE OF TEXAS §

COUNTY OF KAUFMAN §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN KAUFMAN COUNTY,  
TEXAS, AND THE CITY OF TERRELL, TEXAS**

**THIS INTERLOCAL COOPERATION AGREEMENT** hereinafter referred to as the “Agreement” is made and entered into by and between KAUFMAN COUNTY, TEXAS, a duly organized political subdivision of the State of Texas, hereinafter “the County,” and the CITY OF TERRELL, TEXAS, a duly incorporated municipality, hereinafter “the City,” whereby the County and the City are both collectively referred to herein as “the Parties.”

**WHEREAS**, the County and the City mutually desire to enter into this Agreement for the purpose of providing for the planning, engineering, construction, and enhancement of certain transportation facilities identified in Exhibit “C” TERRELL PROJECTS, located within the municipal limits of the City of Terrell and Kaufman County Commissioner Precinct #3; and

**WHEREAS**, the Interlocal Cooperation Act, Texas Government Code Chapter 791, hereinafter “the Act,” provides authorization for a local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act and the County and the City hereby mutually agree to be subject to the provisions of the Act; and

**WHEREAS**, the County and the City value the timely completion of the Projects which involves roads which are an integral part of the Parties’ road system, and the Parties are undertaking the Projects to facilitate safe travel on an improved roadway; and

**NOW THEREFORE**, this Agreement is hereby made and entered into by the County and the City upon and for the mutual consideration stated herein:

**WITNESSETH:**

**I.**

Pursuant to Texas Government Code §791.011, the County and the City hereby enter into this Agreement in order to perform certain governmental functions and services in the area of streets, roads, and drainage. The purpose of this Agreement is to provide a governmental function

or service that each party is authorized to perform individually.

## **II.**

The County and the City hereby agree that the scopes of each of the projects in the TERRELL PROJECTS are described in Exhibit “C” TERRELL PROJECTS and that the total cost of the TERRELL PROJECTS is estimated at FORTY-TWO MILLION, EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS (\$42,800,000.00).

## **III.**

The County hereby agrees to contribute from the Kaufman County Transportation Bond Program – 2019, an amount which shall not exceed SIX MILLION FOUR HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$6,450,000.00) from its 2020 issuance toward satisfactory completion of the project and an additional TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) in a future issuance upon approval by the commissioners court for a total County contribution of EIGHT MILLION FOUR HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$8,450,000.00).

## **IV.**

The City hereby agrees to provide all necessary design, installation, inspections, right-of-way acquisition, utility relocations, and construction required for satisfactory completion of the Project.

## **V.**

The City agrees to secure a contract for the construction of the Projects and to oversee any and all necessary engineering which may be required for satisfactory completion of the Projects. In addition, the City will ensure all inspections are conducted and approve all payments, including requested funding from the County, as invoices are received. The following are eligible expenses for County Transportation Bond Program Funds: program management, planning, engineering, traffic studies, sidewalks for on-system projects if required by state or federal requirements, safety treatments, utility relocations for on-system projects consistent with TxDOT reimbursement procedures, drainage for on-system projects that are required for construction of the project, safety lighting for on-system projects at intersections (specifically excludes continuous lighting), traffic lights, rights of way, construction, construction management, construction materials testing, and upon concurrence by the County, other expenditures as may be required to delivered an individual

roadway project. The city may seek flexibility from the County to allocate County funds between facilities within the TERRELL PROJECTS provided such flexibility is conveyed to the County Commissioner in which the project is located and the County Commissioner concurs with such allocation changes.

#### **VI.**

This exchange of funds and in-kind services between the County and the City is deemed adequate consideration for the obligations exchanged by the Parties herein.

#### **VII.**

As the City proceeds with the completion of the Projects, the City shall submit invoices for reimbursement to the Kaufman County Auditor, C/O Mr. John Polster, Innovative Transportation Solution, Inc., 2701 Valley View Lane, Farmers Branch, Texas 75234, on a monthly basis. The County shall reimburse the City for 100% of such approved planning and engineering expenses, and the County shall reimburse the City on a pro rata basis for all other approved expenses related to the Projects within thirty calendar days of receipt of an invoice from the City, provided that all expenditures are made in a manner which is consistent with the terms of this Agreement. Upon satisfactory completion of the Projects, the City shall prepare and complete a full audit of the Projects.

#### **VIII.**

As required by Texas Transportation Code §251.012 and as evidenced by the signature of the City's representative below, the governing body of the City by the execution of and approval of this Agreement hereby approves of the expenditure of County money to finance the construction, improvement, maintenance, or repair of a street or alley in the County that is located in the City.

#### **IX.**

This agreement may be terminated in whole, or in part, by the County or the City upon thirty days written notice to the other party. In the event of termination by the County, the County shall pay all approved invoices submitted up to and including the date of termination.

#### **X.**

This agreement represents the entire integrated agreement between the County and the City and supersedes all prior negotiations, representations or agreements, either oral or written. This



Agreement may be amended only by written instrument signed by both of the Parties. Notices shall be directed as follows:

For City: Honorable E. Rick Carmona  
City of Terrell, Texas  
210 East Nash Street  
Terrell, Texas 75160

Copy To: Mr. Mike Sims, City Manager  
City of Terrell, Texas  
210 East Nash Street  
Terrell, Texas 75160

For County: Honorable Hal Richards  
Kaufman County Judge  
100 W. Mulberry  
Kaufman, Texas 75142

Copy To: Kaufman County District Attorney's Office – Civil Division  
100 W. Mulberry  
Kaufman, Texas 75142

#### **XI.**

The covenants, terms, and conditions herein are to be construed under the laws of the State of Texas and are performable by the Parties in Kaufman County, Texas. The Parties mutually agree that venue for any obligation arising from this Agreement shall lie in Kaufman County, Texas.

#### **XII.**

The County agrees and understands that the County, its employees, servants, agents, or representatives shall at no time represent themselves to be employees, servants, agents, or representatives of the City.

#### **XIII.**

The City agrees and understands that the City, its employees, servants, agents, or representatives shall at no time represent themselves to be employees, servants, agents, or representatives of the County.

#### **XIV.**

The City agrees to accept full responsibility for the acts, negligence, or omissions of all City employees, agents, subcontractors, or contract laborers, and for all other persons doing work under a contract or agreement with the City.

**XV.**

This Agreement is not intended to extend the liability of the Parties beyond that provided for by law. Neither the County nor the City waive, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims made by third parties.

**XVI.**

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the Parties hereto that the remaining portions shall remain valid and in full force and effect to the fullest extent possible.

**XVII.**

The undersigned officers 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 resolutions extending said authority have been duly passed and are now in full force and effect.

**XVIII.**

This Agreement becomes effective when signed by the last party whose signing makes the respective agreement fully executed, and the term of this Agreement is for the life of the Project beginning on the date of execution of this Agreement and continuing until the Project is completed.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**KAUFMAN COUNTY, TEXAS**

Kaufman County Courthouse  
100 West Mulberry  
Kaufman, Texas 75142

**CITY OF TERRELL, TEXAS**

210 East Nash Street  
Terrell, Texas 75160

By: \_\_\_\_\_

By: \_\_\_\_\_

Honorable Hal Richards  
Kaufman County Judge

Honorable E. Rick Carmona  
City of Terrell Mayor

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Kaufman County Clerk

By: \_\_\_\_\_  
City Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Assistant District Attorney

By: \_\_\_\_\_  
City Attorney

**EXHIBIT A**  
**COUNTY AUTHORIZATION**

**EXHIBIT B**  
**CITY AUTHORIZATION**

**EXHIBIT C**  
**TERRELL PROJECTS**

COUNTY PROJECT #	PROJECT NAME	LIMITS	DESCRIPTION	TOTAL PROJECT COST	LOCAL/ OTHER FUNDS	COUNTY FUNDS - 2020 ISSUANCE	FUTURE ISSUANCE AMOUNT
47	Complete Streets: US 80 and Spur 226	US 80 from Bowsver to Spur 87 (Delis Street) and Spur 226 from High Street to Rochester	Complete streets design and construction	\$17,250,000	\$16,500,000	\$750,000	\$0
48	Las Lomas Parkway	from Apache Trail to US 80 and Las Lomas Parkway over US 80 and UPRR	Quiet zone project providing grade separation over UPRR and widen Las Lomas to a 4- lane highway	\$15,550,000	\$9,850,000	\$3,700,000	\$2,000,000
49	UPRR Quiet Zones	Citywide	Study/design and construction	\$10,000,000	\$8,000,000	\$2,000,000	\$0
<b>TOTAL</b>				<b>\$42,800,000</b>	<b>\$34,350,000</b>	<b>\$6,450,000</b>	<b>\$2,000,000</b>

**DEED**

**STATE OF TEXAS**

**X**

**COUNTY OF KAUFMAN**

**X**

**KNOW ALL MEN BY THESE PRESENTS**

**X**

That, Kaufman County, Kaufman Independent School District and Trinity Valley Community College, hereinafter called grantor(s), for and in consideration of the sum of \$10.00 cash and other valuable consideration in hand paid by **The City of Kaufman**

hereinafter called grantee(s), the receipt of which is acknowledged and confessed, have quitclaimed and by these presents do quitclaim unto said City of Kaufman all of their right, title and interest, in and to the property located in Kaufman County, Texas, and described as follows:

The North 1/2 of Lot 55, Harmony Estates, an addition to the City of Kaufman, Kaufman County, Texas, according to the map or plat thereof, recorded in Cabinet 1, Envelope 652, Plat Records of Kaufman County, Texas. Account No. 25103.

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said grantee(s), and assigns forever, so that neither grantor, nor any person claiming by, through or under his title shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

This conveyance is made expressly subject to recorded restrictive covenants running with the land, and valid easements of record as of the date of this sale, if such covenants or easements were recorded prior to January 1 of the year the tax liens arose.

IN TESTIMONY WHEREOF County Judge, Kaufman County Texas have caused these presents to be executed this \_\_\_\_\_ day of March, 2021.

\_\_\_\_\_  
Kaufman County, Trustee  
By : Hal Richards, County Judge

**STATE OF TEXAS**

**X**

**COUNTY OF KAUFMAN**

**X**

Before me, \_\_\_\_\_, on this day personally appeared Hal Richards, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_\_ day of March, 2021

\_\_\_\_\_  
Notary Public, State of Texas

# KAUFMAN COUNTY COMMISSIONERS' COURT AGENDA REQUEST FORM

<b>Submission Date:</b> 3/31/21		<b>Submitted by:</b> Raylan Smith		<b>Person Presenting:</b>	
<b>Court Date Requested:</b> 4/6/21		<b>Department:</b> Purchasing		<b>Raylan Smith</b>	
<b>Item Requested is:</b> <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> Discussion/Report <input type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Workshop <input type="checkbox"/> Executive Session					
<b>Item:</b> (Statement as you wish to appear on the agenda) Discuss and consider award of contract to TexasBit for road improvements to Bond Project #23 - Taylor Rd - Merle Dr, Precinct 1, in the amount of \$327,724.39; utilizing RFB 20-07A					
<b>Background, if any:</b>					
<b>Attachments:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<b>Fiscal Impact:</b>		<b>Has this item been reviewed by the District Attorney's Office:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Signatures Required:</b>		<b>Yes / No</b>		<b>Return Signed Originals to:</b>  _____ (Name of Company)  _____ (Mailing Address)  _____ (City, State, Zip)  <b>OR CALL TO HAVE ITEMS PICKED UP:</b> <input type="checkbox"/>  _____ (Name) <span style="float: right;">(Phone Number)</span>	
County Judge		<input type="checkbox"/> <input type="checkbox"/>			
County Clerk		<input type="checkbox"/> <input type="checkbox"/>			
County Auditor		<input type="checkbox"/> <input type="checkbox"/>			
Elected Official(s) Commissioners:					
Department Heads(s):					
Other:					

Note: This is the only form required for agenda requests, with the exception of supporting materials or attachments. Forms should be returned to the Office of the County Judge by email to [annabel@kaufmancounty.net](mailto:annabel@kaufmancounty.net) or 100 W. Mulberry St., Kaufman, Texas, 75142 for inclusion on the courts agenda. Items will not be included if submitted after deadline: Thursday at 12 noon preceding court meeting. Regular Court Meetings are held on the 2nd and 4th Tuesdays of each month.

**FOR OFFICE USE ONLY:**

**Item Received by:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **Time:** \_\_\_\_\_

**AGENDA ITEM #** \_\_\_\_\_





A CRH COMPANY

Texas Materials Group, Inc.  
420 Decker Drive, Suite 200  
Irving, TX 75062  
Phone: (214) 741-3531

**PROPOSAL AND CONTRACT**  
(Dallas County Interlocal Agreement)

To: Kaufman County PCT 1

Effective Date: March 31, 2021

Texas Materials Group, Inc., TexasBit, offers to furnish all material, labor and equipment required for the performance of the following described work subject to the terms and conditions of the Dallas County Interlocal Agreement.

Description of Work and Price: Place hot mix asphalt paving @ approximately 440 lbs/sy

<u>Location</u>	<u>Limits</u>	<u>Mob</u>	<u>Tons</u>	<u>Unit Price (per ton)</u>	<u>Approx. Total</u>
Taylor Rd	CR 124 to End	\$2,000.00	1,922	\$99.76	\$193,738.72

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\$193,738.72

\*"See Attached Sheet"

Unless the words "Lump Sum" appear next to an item of work, it is understood and agreed that the quantities referred to above are estimates only and that payment shall be made at the state unit prices for actual quantities of work performed by TexasBit.

This estimate expires thirty (30) days from the above date.

TEXASBIT, INC.

ACCEPTED: Kaufman County PCT 1

W. L. Warner  
Account Manager  
214-926-9072  
William.Warner@Texasbit.com

\_\_\_\_\_  
Date \_\_\_\_\_



A CRH COMPANY

Texas Materials Group, Inc.  
420 Decker Drive, Suite 200  
Irving, TX 75062  
Phone: (214) 741-3531

**PROPOSAL AND CONTRACT**  
(Ellis County Interlocal Agreement)

To: Kaufman County PCT 1

Effective Date: March 31, 2021

TexasBit, Inc. TexasBit offers to furnish all material, labor and equipment required for the performance of the following described work subject to the terms and conditions of the Ellis County Interlocal Agreement.

Description of Work and Price: Cement Stabilization - 24lbs. Per square yard - Only; Minimum of 500 tons per move in.

<u>Location</u>	<u>Limits</u>	<u>SY</u>	<u>Unit Price</u>	<u>Approx Total</u>
Taylor Rd	CR 124 to End	9,170	\$ 8.23	\$ 75,469.10

\$ 75,469.10

\*"See Attached Sheet"

Unless the words "Lump Sum" appear next to an item of work, it is understood and agreed that the quantities referred to above are estimates only and that payment shall be made at the state unit prices for actual quantities of work performed by TexasBit.

This estimate expires thirty (30) days from the above date.

TEXASBIT, INC.

ACCEPTED: Kaufman County PCT 1

W. L. Warner  
Account Manager

\_\_\_\_\_  
Date \_\_\_\_\_





## Texas Materials Group, Inc

420 Decker Drive Ste. 200

Irving, TX 75062

Telephone No.: 214-741-3531

Fax No.: 214-742-3540

Contact: Thad Traverse  
(469)-216-7135  
Project Name: Taylor Rd  
Project Number: KFM21017  
Date: 3-21-2021

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	DITCH GRADING	3,930.00	LF	5.78	22,715.40
2	CULVERT 1 - 18" HP	1.00	EA	9,500.00	9,500.00
3	CULVERT 2 - 18" HP	1.00	EA	7,250.00	7,250.00
4	CULVERT 4 - 24" HP	1.00	EA	8,250.00	8,250.00
5	CULVERT 5 - 24" HP	1.00	EA	8,250.00	8,250.00
6	CULVERT 6 - 2-24" HP	1.00	EA	12,000.00	12,000.00
7	CULVERT 7 - 18" HP	1.00	EA	7,400.00	7,400.00
8	CRUSHED CONCRETE FLEXBASE TXDOT 247	240.00	TON	35.00	8,400.00
<b>GRAND TOTAL</b>					<b>83,765.40</b>

### NOTES:

1. TEXAS BIT is providing this quote based on a verbal request from the Owner. TEXAS BIT makes no guarantees as to the adequacy of the design for the above quoted items and is providing this quote based solely on information provided by the owner.
2. Unless the words "Lump Sum" appear next to a price for an item, all prices are per unit, and payments will be based upon the actual number of units performed at that price. The prices quoted are binding for 30 days. After such time, the prices are subject to escalation.
3. TEXAS BIT will mobilize on the project one time. Any additional mobilizations are \$2500 per mobilization.
4. Bonds (payment and performance) and AGC fees are not included.
5. This quote does not include the following: testing, engineering / staking, / pavement markings, utility adjustments, permits, SWPPP, backfill of curb, backfill of pavement/ tree trimming/clearing other than specified.
6. This quote is based on measurements provided by the owner.
7. Sales and other taxes are not included in this quote, but a "Tax Exempt Certificate" is required in order that taxes are not charged against work performed.
8. All work not covered by a specific pay item or stated subsidiary will be billed as time & equipment force account work.
9. This quote and its exclusions and notes are to become an attachment to any subcontract agreement between Owner and/or General Contractor and TEXAS BIT.

10. Prices firm through 12/31/2021. Prices will terminate on 01/01/2022.

11. This quote based on all utilities being a minimum of 18 inches below the existing surface and the owner guarantees as such and assumes all liabilities and costs should any utilities be damaged in this area.

12. This pricing is good for this quote only. Changes in the scope of work may require separate pricing.

13. Cement Stabilization based on Ellis County Interlocal Agreement. P2 Pricing based on Ellis county Labor and Equipment only. Asphalt Pricing is based on Dallas County Interlocal Agreement.

14. Culvert price includes removal where specified. Includes flex base or temporary road repair prior to asphalt installation. Culvert material is HP.

15. Ditch grading is as requested by engineer/owner. All LF may not be required at all locations. Measured per each side of road.

16. Driveway culverts installation only may be added at 105\$/LF.

Sincerely,  
Texas Materials Group, Inc.

Thad Traverse  
Project Estimator

Kaufman County PCT I

---

Authorized Agent

---

Name & Title



A CRH COMPANY

Texas Materials Group, Inc.  
420 Decker Drive, Suite 200  
Irving, TX 75062  
Phone: (214) 741-3531

**PROPOSAL AND CONTRACT**  
(Dallas County Interlocal Agreement)

To: Kaufman County PCT 1

Effective Date: March 31, 2021

Texas Materials Group, Inc., TexasBit, offers to furnish all material, labor and equipment required for the performance of the following described work subject to the terms and conditions of the Dallas County Interlocal Agreement.

Description of Work and Price: Place hot mix asphalt paving @ approximately 440 lbs/sy

<u>Location</u>	<u>Limits</u>	<u>Mob</u>	<u>Tons</u>	<u>Unit Price (per ton)</u>	<u>Approx. Total</u>
Hickory Heights	Taylor Rd to End	\$0.00	176	\$99.76	\$17,557.76

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\$17,557.76

\*"See Attached Sheet"

Unless the words "Lump Sum" appear next to an item of work, it is understood and agreed that the quantities referred to above are estimates only and that payment shall be made at the state unit prices for actual quantities of work performed by TexasBit.

This estimate expires thirty (30) days from the above date.

TEXASBIT, INC.

ACCEPTED: Kaufman County PCT 1

W. L. Warner  
Account Manager  
214-926-9072

William.Warner@Texasbit.com

\_\_\_\_\_  
Date \_\_\_\_\_





A CRH COMPANY

Texas Materials Group, Inc.  
420 Decker Drive, Suite 200  
Irving, TX 75062  
Phone: (214) 741-3531

**PROPOSAL AND CONTRACT**  
(Ellis County Interlocal Agreement)

To: Kaufman County PCT 1

Effective Date: March 31, 2021

TexasBit, Inc. TexasBit offers to furnish all material, labor and equipment required for the performance of the following described work subject to the terms and conditions of the Ellis County Interlocal Agreement.

Description of Work and Price: Cement Stabilization - 24lbs. Per square yard - Only; Minimum of 500 tons per move in.

<u>Location</u>	<u>Limits</u>	<u>SY</u>	<u>Unit Price</u>	<u>Approx Total</u>
Hickory Heights	Taylor Rd to End	840	\$ 8.23	\$ 6,913.20

\$ 6,913.20

\*"See Attached Sheet"

Unless the words "Lump Sum" appear next to an item of work, it is understood and agreed that the quantities referred to above are estimates only and that payment shall be made at the state unit prices for actual quantities of work performed by TexasBit.

This estimate expires thirty (30) days from the above date.

TEXASBIT, INC.

ACCEPTED: Kaufman County PCT 1

W. L. Warner  
Account Manager

\_\_\_\_\_  
Date \_\_\_\_\_

[illegible]



A CRH COMPANY

Texas Materials Group, Inc.  
420 Decker Drive, Suite 200  
Irving, TX 75062  
Phone: (214) 741-3531

**PROPOSAL AND CONTRACT**  
(Dallas County Interlocal Agreement)

To: Kaufman County PCT 1

Effective Date: March 31, 2021

Texas Materials Group, Inc., TexasBit, offers to furnish all material, labor and equipment required for the performance of the following described work subject to the terms and conditions of the Dallas County Interlocal Agreement.

Description of Work and Price: Place hot mix asphalt paving @ approximately 440 lbs/sy

<u>Location</u>	<u>Limits</u>	<u>Mob</u>	<u>Tons</u>	<u>Unit Price (per ton)</u>	<u>Approx. Total</u>
Merle Dr	Taylor Rd to End	\$0.00	245	\$99.76	\$24,441.20

---

\$24,441.20

\*\*See Attached Sheet"

Unless the words "Lump Sum" appear next to an item of work, it is understood and agreed that the quantities referred to above are estimates only and that payment shall be made at the state unit prices for actual quantities of work performed by TexasBit.

This estimate expires thirty (30) days from the above date.

TEXASBIT, INC.

ACCEPTED: Kaufman County PCT 1

W. L. Warner  
Account Manager  
214-926-9072  
William.Warner@Texasbit.com

\_\_\_\_\_  
Date \_\_\_\_\_



A CRH COMPANY

Texas Materials Group, Inc.  
420 Decker Drive, Suite 200  
Irving, TX 75062  
Phone: (214) 741-3531

**PROPOSAL AND CONTRACT**  
(Ellis County Interlocal Agreement)

To: Kaufman County PCT 1

Effective Date: March 31, 2021

TexasBit, Inc. TexasBit offers to furnish all material, labor and equipment required for the performance of the following described work subject to the terms and conditions of the Ellis County Interlocal Agreement.

Description of Work and Price: Cement Stabilization - 24lbs. Per square yard - Only; Minimum of 500 tons per move in.

<u>Location</u>	<u>Limits</u>	<u>SY</u>	<u>Unit Price</u>	<u>Approx Total</u>
Merle Dr	Taylor Rd to End	1,167	\$ 8.23	\$ 9,604.41

\$ 9,604.41

\*"See Attached Sheet"

Unless the words "Lump Sum" appear next to an item of work, it is understood and agreed that the quantities referred to above are estimates only and that payment shall be made at the state unit prices for actual quantities of work performed by TexasBit.

This estimate expires thirty (30) days from the above date.

TEXASBIT, INC.

ACCEPTED: Kaufman County PCT 1

W. L. Warner  
Account Manager

\_\_\_\_\_  
Date \_\_\_\_\_

FOB Price	varies
Haul charge rate	\$ 0.90
Zone	28
Plant	Sunnyvale

Total Estimated Tons:	245	Estimated Total Cost:
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\$ 34,045.61

Revised  
March 31st, 2021[illegible]





Road: Taylor Rd. from CR 124 to End  
Precinct: No. 1 - Commissioner Hunt  
County No: 23  
Pavement Width: 20 FT  
Pavement Section: 4" HMAC on 8" Base Course

Culvert #7: Remove and Replace 18" CMP

360 LF of Hickory Heights Dr.

Culvert #6: Remove and Replace 2-24" CMP

Culvert #5: Remove and Replace 24" CMP

Culvert #4: Remove and Replace 24" CMP

Culvert #3: 24" in Good Condition

Culvert #1: Remove and Replace 18" CMP

500 LF of Merle Dr.

Culvert #2: Remove and Replace 18" CMP

Google Earth

© 2021 Google

2000 ft







## Culvert & Road Reconstruction

**Project:** Kaufman County Road Bond  
**Precinct:** No. 1 - Commissioner Hunt  
**Road:** Taylor Rd. from CR 124 to End  
**Pvmt. Section:** 4" HMAC on 8" Base Course  
**Pvmt. Width:** 20 FT  
**Length:** 4,780 LF

**Date:** 3/22/2021  
**tnp No.:** KFM21017  
**County No.:** 23

Cross Culvert #	Existing Cross Culvert			Replace (Yes/No)	Proposed Cross Culvert		
	# Of Barrels	Size (IN)	Type		Size (IN)	Type	Length (FT)
1	1	18	CMP	Yes	18	HP	70
2	1	18	CMP	Yes	18	HP	40
3	1	24	CMP	No			
4	1	24	CMP	Yes	24	HP	40
5	1	24	CMP	Yes	24	HP	40
6	2	24	CMP	Yes	24	HP	40
7	1	18	CMP	Yes	18	HP	42

### Basis for Cost Projection:

- ☒ No Design Completed  
☐ Preliminary Design  
☐ Final Design

# KAUFMAN COUNTY COMMISSIONERS' COURT AGENDA REQUEST FORM

<b>Submission Date:</b> 3/31/21		<b>Submitted by:</b> Raylan Smith		<b>Person Presenting:</b>	
<b>Court Date Requested:</b> 4/6/21		<b>Department:</b> Purchasing		<b>Raylan Smith</b>	
<b>Item Requested is:</b> <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> Discussion/Report <input type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Workshop <input type="checkbox"/> Executive Session					
<b>Item:</b> (Statement as you wish to appear on the agenda) Discuss and consider award of contract to TexasBit for road improvements to Bond Project #24 - CR 124 - Frann Drive, Precinct 1, in the amount of \$819,116.33 utilizing RFB 20-07A					
<b>Background, if any:</b>					
<b>Attachments:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<b>Fiscal Impact:</b>		<b>Has this item been reviewed by the District Attorney's Office:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Signatures Required:</b>		<b>Yes / No</b>		<b>Return Signed Originals to:</b> _____ (Name of Company) _____ (Mailing Address) _____ (City, State, Zip) <b>OR CALL TO HAVE ITEMS PICKED UP:</b> <input type="checkbox"/> _____ (Name) <span style="float: right;">(Phone Number)</span>	
County Judge		<input type="checkbox"/> <input type="checkbox"/>			
County Clerk		<input type="checkbox"/> <input type="checkbox"/>			
County Auditor		<input type="checkbox"/> <input type="checkbox"/>			
Elected Official(s) Commissioners:					
Department Heads(s):					
Other:					

Note: This is the only form required for agenda requests, with the exception of supporting materials or attachments. Forms should be returned to the Office of the County Judge by email to [annabel@kaufmancounty.net](mailto:annabel@kaufmancounty.net) or 100 W. Mulberry St., Kaufman, Texas, 75142 for inclusion on the courts agenda. Items will not be included if submitted after deadline: Thursday at 12 noon preceding court meeting. Regular Court Meetings are held on the 2nd and 4th Tuesdays of each month.

**FOR OFFICE USE ONLY:**

**Item Received by:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **Time:** \_\_\_\_\_

**AGENDA ITEM #** \_\_\_\_\_



A CRH COMPANY

Texas Materials Group, Inc.  
420 Decker Drive, Suite 200  
Irving, TX 75062  
Phone: (214) 741-3531

**PROPOSAL AND CONTRACT**  
(Dallas County Interlocal Agreement)

To: Kaufman County PCT 1

Effective Date: March 31, 2021

Texas Materials Group, Inc., TexasBit, offers to furnish all material, labor and equipment required for the performance of the following described work subject to the terms and conditions of the Dallas County Interlocal Agreement.

Description of Work and Price: Place hot mix asphalt paving @ approximately 440 lbs/sy

<u>Location</u>	<u>Limits</u>	<u>Mob</u>	<u>Tons</u>	<u>Unit Price (per ton)</u>	<u>Approx. Total</u>
County Road 124	FM 429 to End	\$2,000.00	5,877	\$99.76	\$588,289.52

---

\$588,289.52

\*"See Attached Sheet"

Unless the words "Lump Sum" appear next to an item of work, it is understood and agreed that the quantities referred to above are estimates only and that payment shall be made at the state unit prices for actual quantities of work performed by TexasBit.

This estimate expires thirty (30) days from the above date.

TEXASBIT, INC.

ACCEPTED: Kaufman County PCT 1

W. L. Warner  
Account Manager  
214-926-9072  
William.Warner@Texasbit.com

\_\_\_\_\_  
Date \_\_\_\_\_



A CRH COMPANY

Texas Materials Group, Inc.  
420 Decker Drive, Suite 200  
Irving, TX 75062  
Phone: (214) 741-3531

**PROPOSAL AND CONTRACT**  
(Ellis County Interlocal Agreement)

To: Kaufman County PCT 1

Effective Date: March 31, 2021

TexasBit, Inc. TexasBit offers to furnish all material, labor and equipment required for the performance of the following described work subject to the terms and conditions of the Ellis County Interlocal Agreement.

Description of Work and Price: Cement Stabilization - 24lbs. Per square yard - Only; Minimum of 500 tons per move in.

<u>Location</u>	<u>Limits</u>	<u>SY</u>	<u>Unit Price</u>	<u>Approx Total</u>
County Road 124	FM 429 to End	28,047	\$ 8.23	\$ 230,826.81

\$ 230,826.81

\*"See Attached Sheet"

Unless the words "Lump Sum" appear next to an item of work, it is understood and agreed that the quantities referred to above are estimates only and that payment shall be made at the state unit prices for actual quantities of work performed by TexasBit.

This estimate expires thirty (30) days from the above date.

TEXASBIT, INC.

ACCEPTED: Kaufman County PCT 1

W. L. Warner  
Account Manager

\_\_\_\_\_  
Date \_\_\_\_\_

FOB Price	varies
Haul charge rate	\$ 0.90
Zone	28
Plant	Sunnyvale

Total Estimated Tons: 5877

[illegible]



A CRH COMPANY

## Texas Materials Group, Inc

420 Decker Drive Ste. 200

Irving, TX 75062

Telephone No.: 214-741-3531

Fax No.: 214-742-3540

Contact: Thad Traverse  
(469)-216-7135  
Project Name: CR 124  
Project Number: KFM21017  
Date: March 31st, 2021

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	DITCH GRADING	12,020.00	LF	5.78	69,475.60
2	CULVERT #1 - 3 - 30" CULVERTS	1.00	EA	16,500.00	16,500.00
3	CULVERT#2 - 1 - 24" CULVERT	1.00	EA	7,500.00	7,500.00
4	CULVERT#3 - 1 - 36" CULVERT	1.00	EA	19,000.00	19,000.00
5	CULVERT#4 - 1 - 18" CULVERT	1.00	EA	11,000.00	11,000.00
6	CULVERT#6 - 1 - 24" CULVERT	1.00	EA	7,800.00	7,800.00
7	CULVERT#7 - 4 - 24" CULVERT	1.00	EA	29,000.00	29,000.00
8	CRUSHED CONCRETE FLEXBASE TXDOT 247	735.00	TON	35.00	25,725.00
<b>GRAND TOTAL</b>					<b>186,000.60</b>

### NOTES:

1. TEXAS BIT is providing this quote based on a verbal request from the Owner. TEXAS BIT makes no guarantees as to the adequacy of the design for the above quoted items and is providing this quote based solely on information provided by the owner.
2. Unless the words "Lump Sum" appear next to a price for an item, all prices are per unit, and payments will be based upon the actual number of units performed at that price. The prices quoted are binding for 30 days. After such time, the prices are subject to escalation.
3. TEXAS BIT will mobilize on the project one time. Any additional mobilizations are \$2500 per mobilization.
4. Bonds (payment and performance) and AGC fees are not included.
5. This quote does not include the following: testing, engineering / staking, / pavement markings, utility adjustments, permits, SWPPP, backfill of curb, backfill of pavement/ tree trimming/clearing other than specified.
6. This quote is based on measurements provided by the owner.
7. Sales and other taxes are not included in this quote, but a "Tax Exempt Certificate" is required in order that taxes are not charged against work performed.
8. All work not covered by a specific pay item or stated subsidiary will be billed as time & equipment force account work.
9. This quote and its exclusions and notes are to become an attachment to any subcontract agreement between Owner and/or General Contractor and TEXAS BIT.



10. Prices firm through 12/31/2021. Prices will terminate on 01/01/2022.

11. This quote based on all utilities being a minimum of 18 inches below the existing surface and the owner guarantees as such and assumes all liabilities and costs should any utilities be damaged in this area.

12. This pricing is good for this quote only. Changes in the scope of work may require separate pricing.

13. Cement Stabilization based on Ellis County Interlocal Agreement. P2 Pricing based on Ellis county Labor and Equipment only. Asphalt Pricing is based on Dallas County Interlocal Agreement.

14. Culvert price includes removal where specified. Includes flex base or temporary road repair prior to asphalt installation. Culvert material is HP.

15. Ditch grading is as requested by engineer/owner. All LF may not be required at all locations. Measured per each side of road.

16. Culvert 3 includes removal and replacement of fence as required to complete work. Culvert 3 includes removal of 5 small trees and 2 medium sized trees as needed.

17. Culvert 4 includes removal and reset of fence as required to complete work.

18. Culvert 7 includes removal of 1 large tree as needed.

19. Driveway culverts installation only may be added at 105\$/LF.

Sincerely,  
Texas Materials Group, Inc.

Thad Traverse  
Project Estimator

Kaufman County PCT I

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Authorized Agent

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Name & Title



Road: CR 124 from CR 429 to End  
Precinct: No. 1 - Commissioner Hunt  
County No: 24  
Pavement Width: 20 FT  
Pavement Section: 4" HMA on 8" Base Course

Culvert #2: Remove and Replace 24" CMP

Culvert #1: Remove and Replace 3-30" CMP

Culvert #7: Remove and Replace 4-24" CMP

Culvert #6: Remove and Replace 24" CMP

Culvert #3: Remove and Replace 36" CMP

Culvert #4: Remove and Replace 18" CMP

Culvert #5: 24" CMP in Good Condition

Culvert #8: 2-24" CMP in Good Condition

Google Earth

© 2021 Google

3000 ft





## Culvert & Road Reconstruction

**Project:** Kaufman County Road Bond  
**Precinct:** No. 1 - Commissioner Hunt  
**Road:** CR 124/Frenn Dr. from CR 429 to End  
**Pvmt. Section:** 4" HMA on 8" Base Course  
**Pvmt. Width:** 20 FT  
**Length:** 12,020 LF

**Date:** 3/22/2021  
**tnp No.:** KFM21017  
**County No.:** 24

Cross Culvert #	Existing Cross Culvert			Replace (Yes/No)	Proposed Cross Culvert		
	# Of Barrels	Size (IN)	Type		Size (IN)	Type	Length (FT)
1	3	30	CMP	Yes	30	HP	30
2	1	24	CMP	Yes	24	HP	30
3	1	36	CMP	Yes	36	HP	60
4	1	18	CMP	Yes	18	HP	60
5	1	24	CMP	No			
6	1	24	CMP	Yes	24	HP	34
7	4	24	CMP	Yes	24	HP	40
8	2	24	CMP	No			

### Basis for Cost Projection:

- ☒ No Design Completed  
☐ Preliminary Design  
☐ Final Design

# KAUFMAN COUNTY COMMISSIONERS' COURT AGENDA REQUEST FORM

<b>Submission Date:</b> 3/31/21		<b>Submitted by:</b> Raylan Smith		<b>Person Presenting:</b>	
<b>Court Date Requested:</b> 4/6/21		<b>Department:</b> Purchasing		<b>Raylan Smith</b>	
<b>Item Requested is:</b> <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> Discussion/Report <input type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Workshop <input type="checkbox"/> Executive Session					
<b>Item:</b> (Statement as you wish to appear on the agenda) Discuss and consider award of contract to TexasBit for road improvements to Precinct 4 Bond Project #59 - Country Club in the amount of \$289,282.52; and Project Chaparrel, Morningside & Quail Creek Run in the amount of \$337,031.68; utilizing RFB 20-07A					
<b>Background, if any:</b>					
<b>Attachments:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<b>Fiscal Impact:</b>		<b>Has this item been reviewed by the District Attorney's Office:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Signatures Required:</b>		<b>Yes / No</b>		<b>Return Signed Originals to:</b>  _____ (Name of Company)  _____ (Mailing Address)  _____ (City, State, Zip)  <b>OR CALL TO HAVE ITEMS PICKED UP:</b> <input type="checkbox"/>  _____ (Name) <span style="float: right;">(Phone Number)</span>	
County Judge		<input type="checkbox"/> <input type="checkbox"/>			
County Clerk		<input type="checkbox"/> <input type="checkbox"/>			
County Auditor		<input type="checkbox"/> <input type="checkbox"/>			
Elected Official(s) Commissioners:					
Department Heads(s):					
Other:					

Note: This is the only form required for agenda requests, with the exception of supporting materials or attachments. Forms should be returned to the Office of the County Judge by email to [annabel@kaufmancounty.net](mailto:annabel@kaufmancounty.net) or 100 W. Mulberry St., Kaufman, Texas, 75142 for inclusion on the courts agenda. Items will not be included if submitted after deadline: Thursday at 12 noon preceding court meeting. Regular Court Meetings are held on the 2nd and 4th Tuesdays of each month.

**FOR OFFICE USE ONLY:**

**Item Received by:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **Time:** \_\_\_\_\_

**AGENDA ITEM #** \_\_\_\_\_



Country Club Dr \$389,282.52 (Project #59)  
Chaparrel, Morningside, Quail Creek \$337,031.68



**Texas Materials Group, Inc**

420 Decker Drive Ste. 200

Irving, TX 75062

Telephone No.: 214-741-3531

Fax No.: 214-742-3540

Contact: Thad Traverse  
(469)-216-7135  
Project Name: Country Club Cross Culverts Design  
Date: March 31st, 2021

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	COUNTRY CLUB DR 3" OVERLAY	2,022.00	TON	114.72	231,963.84
2	COUNTRY CLUB DR 1" MILL	12,249.00	SY	1.32	16,168.68
3	CHAPARREL 3" OVERLAY	1,148.00	TON	114.72	131,698.56
4	CHAPARREL 1" MILL	6,956.00	SY	1.32	9,181.92
5	MORNINGSIDE DR 3" OVERLAY	162.00	TON	114.72	18,584.64
6	MORNINGSIDE DR 1" MILL	978.00	SY	1.32	1,290.96
7	QUAIL CREEK RUN ST 3" OVERLAY	162.00	TON	114.72	18,584.64
8	QUAIL CREEK RUN ST 1" MILL	978.00	SY	1.32	1,290.96
9	CULVERT A - 18" HP	1.00	EA	9,100.00	9,100.00
10	CULVERT B - 18" HP	1.00	EA	8,400.00	8,400.00
11	CULVERT C - DOUBLE BARREL 12" HP	1.00	EA	10,200.00	10,200.00
12	CULVERT D - DOUBLE BARREL 4'X2' RCB W/ HEADWALLS	1.00	EA	49,500.00	49,500.00
13	CULVERT E - DBL BARREL 24" HP W/ 2 HDWLS AND FLUME	1.00	EA	26,750.00	26,750.00
14	CULVERT F - DOUBLE BARREL 24" HP W/ HEADWALLS	1.00	EA	29,000.00	29,000.00
15	CULVERT G - 18" HP	1.00	EA	8,900.00	8,900.00
16	CULVERT H - 24" HP	1.00	EA	10,500.00	10,500.00
17	CULVERT I - 18" HP	1.00	EA	10,750.00	10,750.00
18	CULVERT K - 20'X40' 8" CONCRETE PAVEMENT	1.00	EA	26,250.00	26,250.00
19	CULVERT M - REMOVE AND FILL WITH BASE	1.00	EA	6,200.00	6,200.00
20	MOBILIZATION (AS NEEDED)	1.00	EA	2,000.00	2,000.00

**GRAND TOTAL**

**626,314.20**

**NOTES:**

1. TEXAS BIT is providing this quote based on a verbal request from the Owner. TEXAS BIT makes no guarantees as to the adequacy of the design for the above quoted items and is providing this quote based solely on information provided by the owner.
2. Unless the words "Lump Sum" appear next to a price for an item, all prices are per unit, and payments will be based upon the actual number of units performed at that price. The prices quoted are binding for 30 days. After such time, the prices are

subject to escalation.

3. TEXAS BIT will mobilize on the project one time. Any additional mobilizations are \$2500 per mobilization.
4. Bonds (payment and performance) and AGC fees are not included.
5. This quote does not include the following: testing, engineering / staking, / pavement markings, utility adjustments, permits, SWPPP, backfill of curb, backfill of pavement/ tree trimming/clearing.
6. This quote is based on measurements provided by the owner.
7. Sales and other taxes are not included in this quote, but a "Tax Exempt Certificate" is required in order that taxes are not charged against work performed.
8. All work not covered by a specific pay item or stated subsidiary will be billed as time & equipment force account work.
9. This quote and its exclusions and notes are to become an attachment to any subcontract agreement between Owner and/or General Contractor and TEXAS BIT.
10. Prices firm through 12/31/2021. Prices will terminate on 01/01/2022.
11. This quote based on all utilities being a minimum of 18 inches below the existing surface and the owner guarantees as such and assumes all liabilities and costs should any utilities be damaged in this area.
12. This pricing is good for this quote only. Changes in the scope of work may require separate pricing.
13. Cement Stabilization based on Ellis County Interlocal Agreement. P2 Pricing based on Ellis county Labor and Equipment only. Asphalt Pricing is based on Dallas County Interlocal Agreement.
14. Culvert price includes removal where specified. Includes flex base or temporary road repair prior to asphalt installation. Culvert material is HP.
15. Ditch grading is included only where indicated on plans.
16. Culvert F includes removal and replacement of fence as required to complete work.
17. Milled material to become property of TexasBit.
18. Driveway culverts installation only may be added at 105\$/LF.

Sincerely,  
Texas Materials Group, Inc.

Thad Traverse  
Project Estimator

Kaufman County PCT 4

---

Authorized Agent

---

Name & Title

# KAUFMAN COUNTY COMMISSIONERS' COURT AGENDA REQUEST FORM

<b>Submission Date:</b> 3/31/21		<b>Submitted by:</b> Raylan Smith		<b>Person Presenting:</b> <b>Raylan Smith</b>	
<b>Court Date Requested:</b> 4/6/21		<b>Department:</b> Purchasing			
<b>Item Requested is:</b> <input checked="" type="checkbox"/> For Action/Consideration <input type="checkbox"/> Discussion/Report <input type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Workshop <input type="checkbox"/> Executive Session					
<b>Item:</b> (Statement as you wish to appear on the agenda) Discuss and consider the purchase of a 2020 Ford F-350 in the amount of \$48,108.00 from Rush Truck Center; utilizing Buyboard Contract #601-19 for Precinct #2.					
<b>Background, if any:</b>					
<b>Attachments:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<b>Fiscal Impact:</b>		<b>Has this item been reviewed by the District Attorney's Office:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Signatures Required:</b>		<b>Yes / No</b>		<b>Return Signed Originals to:</b> _____ (Name of Company) _____ (Mailing Address) _____ (City, State, Zip) <b>OR CALL TO HAVE ITEMS PICKED UP:</b> <input type="checkbox"/> _____ (Name) (Phone Number)	
County Judge		<input type="checkbox"/> <input type="checkbox"/>			
County Clerk		<input type="checkbox"/> <input type="checkbox"/>			
County Auditor		<input type="checkbox"/> <input type="checkbox"/>			
Elected Official(s) Commissioners:					
Department Heads(s):					
Other:					

**Note: This is the only form required for agenda requests, with the exception of supporting materials or attachments. Forms should be returned to the Office of the County Judge by email to [annabel@kaufmancounty.net](mailto:annabel@kaufmancounty.net) or 100 W. Mulberry St., Kaufman, Texas, 75142 for inclusion on the courts agenda. Items will not be included if submitted after deadline: Thursday at 12 noon preceding court meeting. Regular Court Meetings are held on the 2nd and 4th Tuesdays of each month.**

**FOR OFFICE USE ONLY:**

Item Received by: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

AGENDA ITEM # \_\_\_\_\_





Dallas TX MD  
4200 Irving Blvd  
Dallas, TX 75247  
214-805-9212

## Customer Proposal Letter

Kaufman County  
100 N. Washington  
Kaufman, TX 75142  
(469) 376-4523

Raylan Smith, thank you for the opportunity to earn your business. We look forward to working with you on your business needs. Please accept the following proposal.

### VEHICLE

Make Ford Model F-350 Year 2020 Stock Number 1247957  
Additional Vehicle and Accessories Description To be delivered on or about 4/30/2021

Kaufman County 2020 Ford F350 Crew Cab, 4x2, diesel with 8ft Cadet flatbed with gooseneck set up and receiver hitch. Stock number 1247957.  
Approximately three weeks to have complete.

Quantity	1	Total
Truck Price per Unit	\$48,108.00	\$48,108.00
F.E.T. (Factory & Dealer Paid)	\$0.00	\$0.00
Net Sales Price	\$48,108.00	\$48,108.00
Optional Extended Warranty(ies)		
State Sales Tax		
Documentary Fee		
Administration Fee		
Vehicle Inventory Tax		
Additional Taxes		
Tire Recycling Program		
Battery Disposal Fee		
Out of State Vehicle Fee		
Rebate(s)		
Total Sales Price (Including Rebate(s))	\$48,108.00	\$48,108.00
Trade Allowance (see DISCLAIMER Below)		\$0.00

Sales Representative

Steven Stobaugh

Purchaser

signature

printed name

signature

printed name

title

date

Accepted by Sales Manager or  
General Manager

signature

printed name

Quote good until 6/31/2021

Note: The above Customer Proposal is a quotation only. Sale terms subject to approval of Sales Manager of Dealer.

**DISCLAIMER:** Any order based on this Proposal subject to Customer executing Dealer's standard form Retail Purchase Order incorporating above terms. Any documentary fees, state tax, title, registration and license fees subject to adjustment and change. Actual F.E.T. to be paid by Dealer, subject to adjustment. Any F.E.T. variance will be responsibility of Dealer. Manufacturer has reserved the right to change the price to Dealer of any vehicle not currently in Dealer's stock, without notice to Dealer. If Quoted Vehicle(s) not currently in Dealer's stock, Dealer reserves right to change Quotation Total to reflect any price increases from Manufacturer. This Proposal is based upon Dealer's current and expected inventory, which is subject to change. Dealer not obligated to retain any specific vehicles in stock, nor maintain any specific inventory level. Dealer shall not be obligated to fulfill Proposal in event quoted vehicle(s) not in stock or available within requested delivery schedule at time Proposal accepted. Dealer shall not be liable for any delay in providing or inability to provide Quoted Vehicle(s), where such inability or delay is due, in whole or in part, to any cause beyond the reasonable control of Dealer or is without the gross negligence or intended misconduct of Dealer. Above listed Trade Value based upon current appraisal of Trade Vehicle(s). Dealer may adjust Trade Value of Trade Vehicle(s) to reflect changes in condition and/or mileage of Trade Vehicle(s) between date of current appraisal and acceptance of this Proposal by Customer.





Disclaimer: This window sticker is only representative of the information contained on an actual window sticker, and may or may not match the actual window sticker on the vehicle itself. Please see your retailer for further information.

## Vehicle Description

**F-SERIES**  
**SD**

**2020 F350 4X2 CRW CC**  
**6.7L POWER STROKE V8 DIESEL**  
**10-SPEED AUTOMATIC**

VIN 1FD8W3GT7LE E51044

## Exterior

OXFORD WHITE

## Interior

MEDIUM EARTH GRAY/VINYL 40/20/40 SEATS

Standard Equipment **INCLUDED AT NO EXTRA CHARGE****EXTERIOR**

(ON/OFF)

- . ROOF CLEARANCE LIGHTS
- . TRAILER SWAY CONTROL
- . WIPERS- INTERMITTENT

**INTERIOR**

- . FLIP-DOWN W/ HEAD RSTRNT
- . BLACK VINYL FLOOR COVERING
- . PARTICULATE AIR FILTER
- . WHEEL WITH AUDIO
- . VINYL SUN VISORS

**FUNCTIONAL**

- . FORDPASS CONNECT 4GWI-FI
- . HILL START ASSIST
- . STABILIZER BAR, FRONT/REAR
- . TWIN I-BEAM INDEPENDENT

**SAFETY/SECURITY**

- . AIRBAGS - SAFETY CANOPY®
- . DRIVER/PASSENGER AIR BAGS
- . 3YR/36,000 BUMPER / BUMPER
- . 5YR/60,000 ROADSIDE ASSIST

- . HEADLAMPS - AUTOLAMP
- . HEADLAMPS -WIPER ACTIVATED
- . TOW HOOKS
- . TRAILER TOW WIRE HARNESS
- . 60/40 REAR BENCH W/FLIP-UP
- . AIR COND, MANUAL FRONT
- . OUTSIDE TEMP DISPLAY
- . STEERING - TILT/TELESCOPIC
- . UPFITTER SWITCHES
- . 4-WHEEL ANTILOCK BRAKE SYS
- . HOTSPOT TELEMATICS MODEM
- . JEWEL EFFECT HEADLAMPS
- . SYNC® WITH APPLINK®
- . FRT SUSPENSION W/STAB BAR
- . ADVANCETRAC® WITH RSC®
- . BELT-MINDER CHIME
- . SOS POST-CRASH ALERT SYS

**WARRANTY**

- . 5YR/60,000 POWERTRAIN
- . 5YR/100,000 DIESEL ENGINE

## Price Information

MSRP

STANDARD VEHICLE PRICE **\$39,285**

## Optional Equipment

2020 MODEL YEAR	
OXFORD WHITE	
MEDIUM EARTH GRAY VINYL	
PREFERRED EQUIPMENT	
PKG.640A	
.XL TRIM	
.AIR CONDITIONING - CFC FREE	
.AM/FM STEREO MP3/CLK	
6.7L POWER STROKE V8 DIESEL	10,250
10-SPEED AUTOMATIC	
.LT245/75R17E BSW ALL-SEASON	
4.10 RATIO LIMITED SLIP AXLE	360
POWER EQUIPMENT GROUP	1,125
TELESCOPIC TT MIRR-POWR/HTD	
JOB #2 ORDER	
XL DECOR PACKAGE	
PLATFORM RUNNING BOARDS	445
14000# GVWR PACKAGE	
50 STATE EMISSIONS	
SPARE TIRE AND WHEEL	350
TRAILER BRAKE CONTROLLER	270
JACK	
TRANS POWER TAKE-OFF	
PROVISION	
40 GAL AFT OF AXLE FUEL TNK	
REAR VIEW CAMERA & PREP KIT	415
XL VALUE PACKAGE	395
.CRUISE CONTROL	

TOTAL VEHICLE & OPTIONS **52,895**  
DESTINATION & DELIVERY **1,695**

**TOTAL MSRP \$54,590**

Disclaimer: Option pricing will be blank for any item that is priced as 0 or "No Charge".



Estimated Annual  
Fuel Cost: \$

## Vehicle Engine Information

Actual mileage will vary with options, driving conditions, driving habits and vehicle's condition. Results reported to EPA indicate that the majority of vehicles with these estimates will achieve between \_ and \_ mpg in the city and between \_ and \_ mpg on the highway. For Comparison Shopping all vehicles classified as have been issued mileage ratings from \_ to \_ mpg city and \_ to \_ mpg highway.



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