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ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made and entered by and between COLLIN COUNTY, TEXAS, a political subdivision of the State of Texas, hereinafter referred to as "County", and, CARTER & BURGESS, INC, a Texas Corporation, hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the County desires to engage the services of the Engineer in connection with RFI 03074-07, Professional Services, Engineering: Transportation Engineering and Consulting, 2007 Bond Program in Collin County, hereinafter referred to as the "Project"; and

WHEREAS, the Engineer desires to render such engineering services for the County upon the terms and conditions provided herein.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

I. Employment of the Engineer

The County hereby agrees to retain the Engineer to perform professional engineering services in connection with the Project; Engineer agrees to perform such services in accordance with the terms and conditions of this Agreement, exercising the same degree of care, skill, and diligence as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances.

II. Scope of Services

The parties agree that Engineer shall perform such services as are set forth and described in Exhibit "A", which is attached hereto and thereby made a part of this Agreement. Work for each phase shall be preceded by a Notice to Proceed issued by County. The parties understand and agree that deviations or modifications in the form of written change orders may be authorized from time to time by the County.

III. Schedule of Services

The Engineer agrees to commence its services immediately upon execution of this Agreement, or as otherwise directed in writing by the County, and to proceed diligently with said services to completion as described in the Completion Schedule attached hereto as Exhibit "B" and thereby made a part of this Agreement. Engineer shall not be considered in default of this Agreement for delays in performance caused by circumstances beyond its reasonable control. Should such circumstances occur, the Engineer

shall, within a reasonable time of being prevented from performing, give written notice to the County describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

IV. Compensation and Method of Payment

The parties agree that Engineer shall be compensated for all services provided pursuant to this Agreement in the amount and manner described and set forth in the Payment Schedule attached hereto as Exhibit "C" and thereby made a part of this Agreement. Engineer further agrees that it will prepare and present such monthly progress reports and itemized statements as are described in said Exhibit "C". Payment will be made in accordance with V.T.C.A., Government Code, Title 10, Subtitle F, Chapter 2251.

V. Information to be provided by the County

The County agrees to furnish to Engineer, prior to the Engineer's commencement of its services, all that information set forth and described on Exhibit "D", which is attached hereto and thereby made a part of this Agreement.

VI. Progress Meetings

In addition to providing the monthly progress reports as required under Paragraph IV herein above, Engineer agrees to attend all monthly progress meetings scheduled by County, and at such meetings to outline work accomplished and special problem or delays encountered in connection with the Project during the previous report period, as well as planned work activities and special problems and delays anticipated for the next report period.

VII. Insurance

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

VIII. Indemnity

The Engineer agrees to indemnify and hold harmless the County and its officers, agents and employees of and from damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, arising out of or occasioned by Engineer's breach of any of the terms or provisions of this Agreement, or by any other negligent act, error or omission of the Engineer, its agents, servants, employees, subcontractors, licensees, invitees, or any other persons or entities for whose acts the Engineer is legally liable.

IX. Independent Contractor

In the performance of services hereunder, the Engineer shall be deemed an independent contractor and shall not, with respect to its acts or omissions, be deemed an agent or employee of the County.

X. Assignment and Subletting

The Engineer agrees that neither this Agreement nor the services to be performed hereunder will be assigned or sublet without the prior written consent of the County. The Engineer further agrees that the assignment or subletting or any portion or feature of the services required in the performance of this Agreement shall not relieve the Engineer from its full obligations to the County as provided by this Agreement.

XI. Audits and Records/Prohibited Interest

The Engineer agrees that at any time during normal business hours, and as often as County may deem necessary, Engineer shall make available to representatives of the County for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of the County to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, all for a period of one (1) year from the date of final settlement of this Agreement or of such other or longer period, if any, as may be required by applicable statute or other lawful requirements.

The Engineer agrees that it is aware of the prohibited interest requirements of the state law which are applicable to persons entering into contracts with the County and will abide by the same. Further, a lawful representative of Engineer shall execute the Affidavit shown in Exhibit "F". Engineer understands and agrees that the existence of a prohibited interest during the term of this Agreement will render the agreement voidable.

XII. Contract Termination

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

XIII. Cost Estimates

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

XIV. Ownership of Documents

Original drawings and specifications (Instruments of Service) created by Engineer are the property of the Engineer; however, the Project is the property of the County, and Engineer may not use the drawings and specifications therefor for any purpose not relating to the Project without County's consent. County shall be furnished with such reproductions of drawings and specifications as County may reasonably require. Upon completion of the services or any earlier termination of this Agreement under Article XII, and payment in full of all monies due Engineer, Engineer will revise drawings to reflect significant changes made during construction as per the marked-up prints, drawings, and other data furnished to the Engineer by or through the County or Contractor. Engineer will promptly furnish the County with one (1) complete set of reproducible record prints. The aforementioned revisions will be based upon information supplied by the County's construction contractor and will be assumed by Engineer to be complete and accurate. As such, Engineer shall not be responsible for errors or omissions resulting therefrom. Prints shall be furnished, as an additional service, at any other time requested by County. The County shall not reuse or make any modification to the plans and specifications without the prior written authorization of the Engineer. The County agrees, to the fullest extent permitted by law to indemnify and hold Engineer harmless from any claim liability or cost (including reasonable attorneys fees and defense costs) arising out of or allegedly arising out of any unauthorized reuse or modification of the construction documents by the County or any person or entity that acquires or obtains the plans and specifications from or through the County without the written authorization of Engineer.

XV. Complete Contract

This Agreement, including the exhibits hereto numbered "A" through "F", constitute the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

XVI. Mailing of Notices

Unless instructed otherwise in writing, Engineer agrees that all notices or communications to the County permitted or required under this Agreement shall be addressed to the County at the following address:

Technical:
Mr. Ruben Delgado, PE
Collin County Engineering
825 N. McDonald St., Ste 130
McKinney, Texas 75069

Contractual:
Mr. Matt Dobecka, CPPB
Collin County Purchasing
200 S. McDonald St., Ste 230
McKinney, TX 75069

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

Mr. Clif Davis, PE
Carter & Burgess, Inc.

7950 Elmbrook Dr.
Dallas, TX 75247-4925

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the date such notice or communication is posted by the sending party.

XVII. Limitation of Damages

Notwithstanding any other provision of this agreement to the contrary, the parties hereto mutually agree that neither party shall be liable to the other for any indirect, incidental, consequential, exemplary, punitive or special damages or loss of income, profit or savings of any party, including third parties, arising directly or indirectly from the parties' relationship under this agreement or applicable law, including but not limited to claims based on contract, equity, negligence, intended conduct, tort or otherwise (including breach of warranty, negligence and strict liability in tort).

XVIII. Miscellaneous

A. Paragraph Headings

The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

B. Interpret Contract Fairly

Although this Agreement is drafted by County, should any part be in dispute, the parties agree that the Agreement shall not be construed more favorable for either party.

C. Venue/Governing Law

The parties agree that the laws of the State of Texas shall govern this Agreement, and that it is performable in Collin County, Texas.

D. Parties Bound

County and Engineer, and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

E. Severability

In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect.

F. Effective Date

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

G. Term of Agreement

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

WITNESS OUR HANDS AND SEALS on the date indicated below.

COLLIN COUNTY, TEXAS

Date: 3/20/07

By: Franklin Ybarbo
Franklin Ybarbo
Purchasing Agent
Court Order No. 2007-331-04-24

Date: 5/17/07

CARTER BURGESS, INC
By: F. Clifton Davis
Title: Vice President

5/20/07
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ACKNOWLEDGMENT

STATE OF TEXAS }

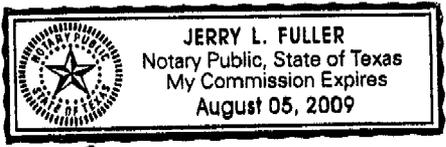
COUNTY OF Dallas }

BEFORE ME, Jerry L. Fuller this day personally appeared F. Clifton Davis, of Carter's Barges, Inc. Texas Corporation, known to me (or proved to me on the oath of _____ or through drivers license (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as the act and deed of the corporation, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 17th day of May, 2007.

Jerry L. Fuller
Notary Public, State of Texas

Jerry L. Fuller
Printed Name



My Commission expires on the 5th day of August, 2009.

STATE OF TEXAS }

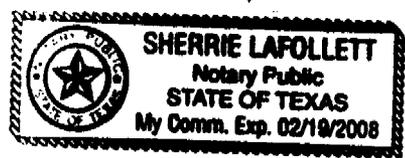
COUNTY OF COLLIN }

BEFORE ME, Sherrie LaFollett on this day personally appeared Franklin Ybarbo., Purchasing Agent of COLLIN COUNTY, TEXAS, a political subdivision of the State of Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as the act and deed of COLLIN COUNTY, TEXAS, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 22nd day of May, 2007.

Sherrie LaFollett
Notary Public, State of Texas

Sherrie LaFollett
Printed Name



My Commission expires on the 19th day of February, 2008.

EXHIBIT "A"

SCOPE OF SERVICES

PURPOSE

The purpose of this contract is to provide consulting services for engineering and transportation related projects to the Public Works Department, Engineering Department and the 2007 Transportation Bond Committee as it relates to the proposed 2007 Bond Program. The consulting services shall include assisting the Committee in projecting total project cost estimates for design and construction, reviewing project cost estimates received from municipalities, providing technical support at Committee meetings, preparation of exhibits for distribution, developing and hosting a bond program website, and preparation of a total project cost estimate report.

DETAILS

- This scope of services and subsequent fee proposal is based on the following schedule and manpower estimates:
 - Programming with Bond Committee: 3.5 full-time equivalents (FTE's) from April 19, 2007 to June 7, 2007. (8 weeks)
 - Bond Programming Draft Report Preparation: 1.15 FTE's from June 7, 2007 to June 21, 2007 (2 weeks)
 - Bond Programming Commissioners Court Workshop and Meetings Preparation: 0.75 FTE's from June 21, 2007 to July 17, 2007 (4 weeks)
 - Bond Programming Final Report Preparation: 0.85 FTE's from July 17, 2007 to July 24, 2007 (1 week)
 - Bond Programming Follow-Up Activities: 0.03 FTE's from July 24, 2007 to November 6, 2007 (15 weeks)
- This Scope of Services is based on providing services prior to the November 6, 2007 Bond Election. Design and Construction phase services for individual projects will be considered additional work and will be paid for as a Supplemental Agreement to this contract.
- Standard unit prices will be determined for construction items and for various categories of land use to be utilized in the development of total project cost estimates for projects.
- This Scope of Services includes the development and deployment of a project website to provide project information to the project team, County officials and the Bond Committee.
 - Carter & Burgess will deploy a website, using the same format as for the 2003 Bond Program that provides project information to the project team, County officials and the Bond Committee.
 - The contents will be customized to meet the needs of the project requirements.
 - The website will feature password protection for access by approved users as determined by the County and Carter & Burgess.
 - The website will be hosted on the Carter & Burgess Web server for Collin County through the bond election scheduled for November 6, 2007.

- All related data will be provided to the County following completion of the scope of services performed by Carter & Burgess in a standard electronic file format.
- A report describing the 2007 Bond Program will be prepared and distributed to Collin County, Bond Committee members and participating municipalities. The report will contain information detailing the project identification, evaluation, and prioritization and selection process for projects in the 2003 Bond Program. Fifty (50) copies of the electronic versions of the draft and final reports will be provided to the County on a CD and be posted to the project website.

SCOPE OF SERVICES

PROGRAMMING WITH BOND COMMITTEE

- Meet with Bond Committee and County officials (16 meetings total / 4 hours per meeting / Carter & Burgess Project Manager and (1) additional staff)
- Develop and refine project evaluation and screening criteria.
- Develop preliminary project cost estimate format and procedures.
- Confirm assumptions and verify cost estimates for candidate bond projects supplied by municipalities (177) projects per attached 'Summary of Incoming Data'.
- Develop cost estimates for candidate bond projects proposed by the County (5 projects)
- Perform site visits for proposed projects as necessary to confirm project assumptions (10 projects)
- Develop spreadsheets and exhibits to communicate this information to Collin County, Bond Committee members during the Bond Programming phase. When possible, electronic distribution via email or the project website will be utilized.

COORDINATION WITH PASS THROUGH TOLL FINANCE PROGRAM AND NTCOG SH 121 CDA PROGRAMS

- Coordinate Collin County 2007 Transportation Bond Program with Collin County 2007 Pass-Through Finance Transportation Improvement Program.
- Coordinate Collin County 2007 Transportation Bond program with North Texas Council of Governments (NTCOG) SH 121 Comprehensive Development call for projects program.
- Total of (4) meetings / 4 hours per meeting / Carter & Burgess Project Manager and (1) additional staff attend.

DATABASE & WEBSITE DEVELOPMENT & DEPLOYMENT

- Assimilate the information received from the municipalities. This effort requires refining and normalizing the data for consistency.
- Develop and deploy a project website to provide project information to the project team, County officials and the Bond Committee; the 2003 Collin County Bond Program website will be used as the template.

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- Customize the contents of the website to meet the needs of the project requirements
- Update project website weekly during Bond Programming, Workshop, and Bond Report Phases (15 weeks)
- Host and maintain project website on Carter & Burgess server through Bond Programming Follow-up Phase (November 6, 2007) (30 weeks)

BOND PROGRAMMING REPORT AND WORKSHOP PREPARATION

- Prepare Draft Bond Programming Report.
- Attend review meetings for Draft programming report (2 meetings total / 4 hours per meeting / Carter & Burgess Project Manager and (1) additional staff)
- Disseminate (50) copies of the Draft Bond Programming Report to the County, Bond Committee and other stakeholders.
- Prepare exhibits, handouts and presentation for workshop with Commissioners Court; attend workshop (1 meeting total / 4 hours / Carter & Burgess Project Manager and (3) additional staff)
- Revise report based on review comments from the County and Bond Committee.
- Prepare Final Bond Programming Report
- Attend review meeting for Final programming report (1 meeting total / 4 hours / Carter & Burgess Project Manager and (1) additional staff)
- Disseminate (50) copies of the Final Bond Programming Report to the County, Bond Committee and other stakeholders.

BOND PROGRAMMING FOLLOW-UP MEETINGS

- Meet with Bond Committee and County officials during the follow-up phase (4 meetings total / 4 hours per meeting / Carter & Burgess Project Manager.

EXHIBIT "B"

COMPLETION SCHEDULE

- Notice to Proceed: April 17, 2007
- Programming with Bond Committee: April 19, 2007 to June 7, 2007 (8 weeks)
- Bond Programming Report Preparation: June 7, 2007 to June 21, 2007 (2 weeks)
- Bond Programming Commissioners Court Workshop and Meetings Preparation: June 21, 2007 to July 17, 2007 (4 weeks)
- Bond Programming Final Report Preparation: July 17, 2007 to July 24, 2007 (1 week)
- Bond Programming Follow-Up: July 24, 2007 to November 6, 2007 (15 weeks)*
- **Bond Election: November 6, 2007**

* **Our services conclude on November 6, 2007 unless modified by a Supplemental Agreement.**

EXHIBIT "C"

PAYMENT SCHEDULE

Cater & Burgess, Inc. proposes to perform the above services for a not to exceed fee of Two Hundred Thirty-Eight Thousand Four Hundred Fifty-Seven Dollars and Zero Cents (\$238,457.00). Collin County will be invoiced monthly based on Caret & Burgess's estimate of the total services actually completed as of the time of billing.

EXHIBIT "D"

INFORMATION TO BE PROVIDED BY THE COUNTY

The County will make available to Engineer any and all information, data, etc. as it may have in its possession relating to the project described herein.

EXHIBIT "E"

INSURANCE REQUIREMENTS

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

1.1 Broad Form Commercial General Liability insurance at minimum combined single limits of (\$1,000,000 per-occurrence and \$2,000,000 general aggregate) for bodily injury and property damage, which coverage shall include products/completed operations, and contractual liability each at \$1,000,000 per occurrence. Coverage must be written on an occurrence form.

1.2 Workers Compensation insurance at statutory limits, including employers liability coverage at minimum limits. In addition to these, the contractor must meet each stipulation below as required by the Texas Department of insurance, Division of Workers' Compensation; (Note: If you have questions concerning these requirements, you are instructed to contact the DWC at (512)440-3789).

1.2.1 Definitions: Certificate of coverage ("certificate"). A copy of a certificate of authority of self-insure issued by the commission, or a coverage agreement (DWC-81, DWC-82, DWC-83, OR DWC-84), showing statutory workers compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in 406.096) includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

1.2.2 The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

1.2.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

1.2.4 If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

1.2.5 The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

1.2.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

1.2.5.2 no later than seven (7) days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

1.2.6 The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

1.2.7 The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

1.2.8 The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

1.2.9 The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

1.2.9.1 provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

1.2.9.2 provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

1.2.9.3 provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

1.2.9.4 obtain from each other person with whom it contracts, and provide to the contractor:

1.2.9.4.1 a certificate of coverage, prior to the other person beginning work on the project; and

1.2.9.4.2 a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

1.2.9.5 retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

1.2.9.6 notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

1.2.9.7 contractually require each person with whom it contracts, to perform as required by paragraphs 1.2.1 through 1.2.7, with the certificates of coverage to be provided to the person for whom they are providing services.

1.2.10 By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

1.2.11 The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

1.3 Commercial Automobile Liability insurance shall be no less than \$500,000 combined single limits per accident for bodily injury and property damage, including owned, non-owned, and hired vehicle coverage.

1.4 Professional Liability Insurance at minimum limits of \$1,000,000. This policy must have a two (2) year extended period of coverage, (i.e. tail coverage). If you choose to have project coverage endorsed onto your base policy, this would be acceptable.

2.0 The required limits may be satisfied by any combination of primary, excess or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following form. The vendor may maintain reasonable and customary deductibles, subject to approval by Collin County.

3.0 With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:

3.1 A waiver of subrogation in favor of Collin County, its officials, employees, volunteers and officers shall be contained in the workers compensation coverage.

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

3.3 All insurance policies shall be endorsed to require the insurer to immediately notify Collin County of any decrease in the insurance coverage limits.

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

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

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

4.1 A financial rating of B+VII or better as assigned by the BEST Rating Company or equivalent.

5.0 Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:

5.1 Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.

5.2 Sets forth the notice of cancellation or termination to Collin County.

EXHIBIT "F"

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned, declare and affirm that no person or officer in this sole proprietorship, partnership, or corporation, whatever the case, has or will have during the term of this contract a prohibited interest as that term is defined in Vernon's Texas Codes Annotated, Local Government Code Title 5, Section C, Chapter 171.

I further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

Name of Engineer CARTER & BURGESS, INC
 Title of Officer Vice President
 Signature of Officer F. Clifton Davis
 Date: 5/17/07

ACKNOWLEDGMENT

STATE OF TEXAS }
 COUNTY OF Dallas }

BEFORE ME, on this day personally appeared F. Clifton Davis, known to me (or proved to me on the oath of _____ or through ~~driver's license~~ description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 17th day of May, 2007.

Jerry L. Fuller
 Notary Public, State of Texas

Jerry L. Fuller
 Printed Name

My Commission expires on the 5th day of August, 2009.

