

CONSULTING 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, HALFF ASSOCIATES, 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 Consultant to provide right-of-way acquisition services and to perform other related consulting services in connection with FM 2551 improvements 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 Consultant

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

II. Scope of Services

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

III. Schedule of Services

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

3.2 In the event that the Consultant is delayed in the progress of the work on the Project by an act or neglect of the County, County's employees, or separate consultants employed by the County, or by changes ordered in the Project, fire, adverse weather conditions not reasonably anticipated, unavoidable casualties or other causes beyond the Consultant's control, or delay authorized by the County pending arbitration, or by other causes which the County and Consultant agree may justify delay, then the Contract

Time shall be reasonably extended by Change Order. The County shall have the right at any time to delay or suspend the work or any part thereof for any reasonable time and if this happens, the Consultant's sole remedy for any delays or suspension shall be any extension of time. The County shall not be independently liable to the Consultant for any delay or interference caused by circumstances beyond the County's control or any delay caused by any other person or entity.

IV. Compensation and Method of Payment

The parties agree that Consultant 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. Consultant further agrees that it will prepare and present such monthly progress reports and itemized statements as are described in said Exhibit "C". Payment will be made in accordance with The Texas Government Code, Title 10, Subtitle F, Chapter 2251. Consultant further agrees to the following terms prior to payment being due by County:

A. Invoice and Payment

- (1) The Consultant shall provide the County sufficient documentation to reasonably substantiate the invoices.
- (2) The Consultant will issue monthly invoices for all work performed under the Agreement.
- (3) In the event of disputed or contested billing, only that portion so contested will be withheld from payment, and the undisputed portion will be paid. The County will exercise reasonableness in contesting any portion thereof. NO interest will accrue on any contested portion of the billing until mutually resolved.
- (4) In the event of any conflict between Paragraph IV and Chapter 2251 of the Texas Government Code, The Texas Government Code shall prevail.

V. Information to be provided by the County

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

5.2 The County will make its facilities accessible to the Consultant as required for the Consultant's performance of its services. The Consultant represents that it understands the scope of this Agreement and has reviewed and inspected the Project sites, and can fully perform its obligations pursuant to this Agreement. Any failure of the Consultant to acquaint itself with the available information will not relieve the Consultant from its responsibilities pursuant to this Agreement.

VI. Meetings

In addition to providing the monthly progress reports as required under Paragraph IV herein above, Consultant agrees to attend one meeting per month with County persons following written invitation from County personnel and assuming that such meetings are directly related to ROW acquisition services covered under this Agreement.. Consultant shall, at such meetings, 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

Consultant 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

8.1 The Consultant agrees to the fullest extent permitted by law, 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 Consultant's breach of any of the terms or provisions of this Agreement, or by any other negligent act, error or omission of the Consultant, its agents, servants, employees, subcontractors, licensees, invitees, or any other persons or entities for whose acts the Consultant is legally liable.

8.2 In claims against any person or entity indemnified under this Section 8.1 by an employee of the Consultant, anyone directly or indirectly employed by the Consultant or anyone for whose acts the Consultant may be liable, the indemnification obligation under this Section 8.1 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant under workers' compensation acts, disability benefit acts or other employee benefit acts.

IX. Independent Contractor

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

X. Assignment and Subletting

The Consultant 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 Consultant 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 Consultant from its full obligations to the County as provided by this Agreement.

XI. Audits and Records/Prohibited Interest

11.1 The Consultant agrees that at any time during normal business hours, and as often as County may deem necessary, Consultant 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.

11.2 The Consultant 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 Consultant shall execute the Affidavit shown in Exhibit "F". Consultant understands and agrees that the existence of a prohibited interest during the term of this Agreement will render the agreement voidable.

11.3 The Consultant acknowledges to the County that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interest, direct or indirect, in property abutting the proposed Project and business relationships with persons or entities with interest in abutting properties.

XII. Contract Termination

The parties agree that County shall have the right to terminate this Agreement without cause upon thirty (30) days written notice to Consultant. In the event of such termination without cause, Consultant shall deliver to County all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Consultant in connection with this Agreement. Consultant 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, Consultant 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. Ownership of Documents

Original documents created by Consultant are the property of the Consultant; however, the Project is the property of the County, and Consultant may not use the documents for any purpose not relating to the Project without County's consent. County shall be furnished with such reproductions of documents 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 Consultant, Consultant will promptly furnish the County with one (1) complete set of reproducible record prints. All such reproductions shall be the property of the County who may use them without the Consultant's permission for any proper purpose relating to the Project, including but not limited to, maintenance of the Project, additions to the Project, or completion of the Project.

XIV. Complete Contract

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

15.2 Warranties contained in this Agreement are in addition to and not in lieu of, any and all other liability imposed upon the Consultant by law with respect to the Consultant's duties, obligations, and performance hereunder. The Consultant's liability hereunder shall survive the County's final acceptance and payment for the Project. All representations and warranties set forth in this Agreement, including without limitation, this paragraph, shall survive the final completion of the Work or earlier termination of this Agreement. The Consultant acknowledges that the County is relying upon the Consultant's skill and experience in performing the services pursuant to this Agreement.

XV. Mailing of Notices

Unless instructed otherwise in writing, Consultant 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 Issues:
Mr. Ruben Delgado, P.E., Director
Collin County Engineering Department
825 N. McDonald, Suite 160
McKinney, Texas 75069

Contractual Issues:

Mr. Matt Dobecka, CPPB, Contract Administrator
Collin County Purchasing Department
2300 Bloomdale Road, Suite 3160
McKinney, Texas 75071

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

Mr. Gary Leuba, SR/WA
Halff Associates, Inc.
1201 N. Bowser Road
Richardson, Texas 75081

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.

XVI. Miscellaneous

A. Paragraph Headings

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

B. Interpret Contract Fairly

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

C. Venue/Governing Law

The parties agree that the laws of the State of Texas shall govern this Agreement, and that it is performable in Collin County, Texas. The venue for any litigation related to this Agreement shall be in Collin County, Texas.

D. Parties Bound

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

E. Severability

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

F. Effective Date

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

G. Term of Agreement

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

H. Observe and Comply

Consultant shall at all times observe and comply with all federal and State laws and regulations and with all City ordinances and regulations which in any way affect this Agreement and the work hereunder, and shall observe and comply with all orders, laws, ordinances and regulations which may exist or may be enacted later by governing bodies having jurisdiction or authority for such enactment. No plea of misunderstanding or ignorance thereof shall be considered. Consultant agrees to defend, indemnify and hold harmless County and all of its officers, agents, and employees from and against all claims or liability arising out of the violation or any such order, law, ordinance, or regulation, whether it be by itself or its employees.

WITNESS OUR HANDS AND SEALS on the date indicated below.

COLLIN COUNTY, TEXAS

Date: 5/3/10

By: Franklin Ybarbo

Franklin Ybarbo
Purchasing Agent
Court Order No. 2010-225-03-22

Date: April 27, 2010

Mark M. Janicki

By: Mark M. Janicki

Title: Vice President

5/3/10
mr

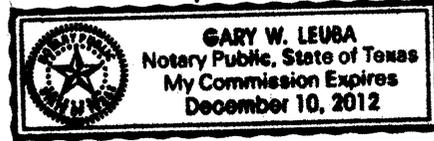
ACKNOWLEDGMENT

STATE OF TEXAS }
 }
COUNTY OF DALLAS }

BEFORE ME, Gary W. Leuba on this day personally appeared Mark M. Janicki, of Half Associates, Inc., a Texas Corporation, known to me (or proved to me on the oath of _____ or through _____ (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same 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 27th day of April, 2010.

Gary W. Leuba
Notary Public, State of Texas



Gary W. Leuba
Printed Name

My Commission expires on the 10th day of December, 2012.

STATE OF TEXAS }
 }
COUNTY OF COLLIN }

BEFORE ME, Judy Manley 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 3rd day of May, 2010.

Judy Manley
Notary Public, State of Texas

Judy Manley
Printed Name

My Commission expires on the 31st day of December, 2011.

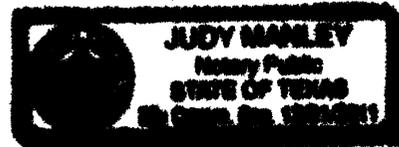


EXHIBIT "A"

SCOPE OF SERVICES

FM 2551 – From FM 544 north to Parker Road. This project is approximately three (3) miles in length with forty (40) parcels identified at this time. The average right-of-way width is 120’.

Services shall be considered fulfilled upon completion of right-of-way acquisition at title closing or after a special Commissioners’ award at Eminent Domain hearing. Additional services may be required in cases of court trials. Consultant will be compensated separately as provided for in the Consultant’s Service Agreement with the County.

The responsibilities of the consultant shall be, but not limited to the following:

- Follow all required Texas Department of Transportation guidelines for acquiring right-of-way, when applicable.
- Become thoroughly familiar with the project.
- Contact each property owner notifying them of the upcoming road improvement project and the need for right-of-way.
- Follow-up with personal contacts to address any property owner concerns.
- Initiate an “Offer of Purchase” letter based on fair market value, as determined by the appraisal report or TxDOT’s approved Tabulation of Values.
- Follow-up as necessary, in person and by telephone, during the course of negotiations.
- Document each contact with a timely consultant negotiator’s report to keep County representative updated on negotiator’s actions and responses of the property owners.
- Maintain communication with County representative on all actions, and discuss any borderline situations, in order to ensure compliance with County and State policies and procedures.
- Coordinate with County representative on conveyance agreements or appropriate documents required to reach a firm understanding with the property owners.
- Help ensure clear title by investigating and eliminating any liens associated with the taking.
- Participate in Eminent Domain actions, as required, with staff and attorney. County agrees that such Eminent Domain/Condemnation Support services are outside the project budget and a separate and additional fee or budget for such services shall be \$125.00 per hour related to this Task.
- Attend closing at the title company, as required.

- Follow billing procedures as stipulated by County policies.
- Notify property owner that closing at a title company can be expected within twenty-one (21) days after approval and completion of title company's duties.

EXHIBIT "B"

COMPLETION SCHEDULE

This agreement shall be effective upon execution by both parties and shall be in effect through and including September 30, 2011. All work shall be coordinated through the Collin County Engineering Department.

Notwithstanding the scope of services included with this Agreement it is agreed that this date of 11 September 2011 shall be the completion date of the Halff services up through the commencement of eminent domain/condemnation proceedings. This schedule does not mean, nor should it be interpreted to mean, that Halff is responsible in any way for the completion of eminent domain activities nor does this mean that such eminent domain activities must be completed by the date provided above.

EXHIBIT “C”

PAYMENT SCHEDULE

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

Half Associates, Inc. agrees to perform the services for right-of-way acquisition for the forty (40) parcels located on FM 2551 for a fee not to exceed \$100,000.00. Any additional services shall be approved by the County prior to commencing work and a notice to proceed will be issued by the County.

The following fee schedule includes specified fees for all work categories related to this Contract including initial appraisal services, negotiation services, title and closing services and condemnation support services.

PRICING STRUCTURE
(BASED ON 40 PARCELS)

Initial Appraisal Services	Initial Appraisal Review Services	Negotiation Services and Title & Closing Services (Half Associates)	Condemnation Support Services (Half Associates)	Totals
Per Parcel	Per Parcel	Per Parcel	Hourly	Per Parcel
To be procured by the County	To be procured by the County	\$2,500.00	Not Included in Fee	\$2,500.00

The lump sum fee that was provided is an estimate based on fifteen (40) parcels. Tasks will be billed on a per parcel basis based on milestones. County will not be billed for tasks that are not performed.

FEE SCHEDULE – PAYMENT STRUCTURE

1. Appraisal Services (To be procured by the County)
2. Appraisal Review Services (To be procured by the County)
3. Acquisition Tasks and Fees and Title and Closing Services
 - A. Payment
 - B. Per Parcel Basis
 - C. Milestones
 1. 25% upon presentation of initial offer.
 2. 45% upon presentation of final offer with County concurrence or on execution of deed, or payment submission.
 3. 30% upon successful negotiation and all instruments are recorded.
4. Condemnation Support Services
 - A. Payment made on per hour basis of \$125.00 per hour subsequent to the County’s written request to perform Condemnation Support Services.

EXHIBIT "D"

INFORMATION TO BE PROVIDED BY THE COUNTY

The County will make available to Consultant 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 Consultant shall be required, at its own expense, to furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s) required by Texas Law indicating the coverage is to remain in force throughout the term of this contract. In addition to any coverage required by Texas Law, the Contractor shall provide the following coverages:

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, independent contractors, 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.

1.2.1 Definitions: Certificate of coverage ("certificate"). A copy of a certificate of authority to self-insure issued by the commission, or a coverage agreement in a form approved by the DWC (i.e. 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 includes, but is not limited to, 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.

1.2.2 The consultant 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 Title 5 of the Texas Labor Code, for all employees of the consultant providing services on the project, for the duration of the project.

1.2.3 The Consultant 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 consultant's current certificate of coverage ends during the duration of the project, the consultant 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 consultant 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 consultant, 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 consultant shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

1.2.7 The consultant shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the consultant 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 consultant 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 consultant 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 Title 5 of the Texas Labor Code, for all of its employees providing services on the project, for the duration of the project;

1.2.9.2 provide to the consultant, 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 consultant, 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 consultant:

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 consultant is representing to the governmental entity that all employees of the consultant 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 consultant to administrative penalties, criminal penalties, civil penalties, or other civil actions.

1.2.11 The consultant's failure to comply with any of these provisions is a breach of contract by the consultant which entitles the governmental entity to declare the contract void if the consultant 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.

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 Mark M. Janicki
Title of Officer Vice President
Signature of Officer Mark M. Janicki
Date: April 27, 2010

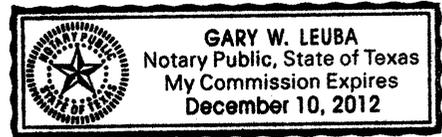
ACKNOWLEDGMENT

STATE OF TEXAS }
}
COUNTY OF DALLAS }

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 27th day of April, 2010.

Gary W. Leuba
Notary Public, State of Texas



Gary W. Leuba
Printed Name

My Commission expires on the 10th day of December, 2012.