

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, JACOBS ENGINEERING GROUP INC, a DELAWARE 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 to prepare the 2013 Mobility Plan and to perform other related engineering services in connection with RFQ 06207-11, Professional Services, Engineering; Mobility Plan Update, 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

2.1 The parties agree that Engineer 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 contract amendments may be authorized from time to time by the County.

2.2 The Engineer will serve as the County's professional engineering representative under this Agreement, providing professional engineering, consultation, advice and furnishing customary services incidental thereto.

2.3 The Engineer shall advise the County with regard to the necessity for subcontract in connection with engineering work to be performed hereunder.

III. Schedule of Services

3.1 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.

3.2 In the event that the Engineer is delayed in the progress of the work on the Project by an act or neglect of the County, County's employees, or separate contractors 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 Engineer's control, or delay authorized by the County pending arbitration, or by other causes which the County and Engineer 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 Engineer's sole remedy for any delays or suspension shall be any extension of time. The County shall not be independently liable to the Engineer 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 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 The Texas Government Code, Title 10, Subtitle F, Chapter 2251. Engineer further agrees to the following terms prior to payment being due by County:

A. Invoice and Payment

- (1) The Engineer shall provide the County sufficient documentation to reasonably substantiate the invoices.
- (2) The Engineer 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 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.

5.2 The County will make its facilities accessible to the Engineer as required for the Engineer's performance of its services. The Engineer 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 Engineer to acquaint itself with the available information will not relieve the Engineer from its responsibilities pursuant to this Agreement.

5.3 The County shall disclose, to the extent known to the County, the results of prior tests, inspections or investigations conducted for the Project upon request by the Engineer.

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. The Engineer agrees to cooperate and coordinate with other design professionals and the County to help maintain the Project schedule.

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

8.1 The Engineer 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 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.

8.2 In claims against any person or entity indemnified under this Section 8.1 by an employee of the Engineer, anyone directly or indirectly employed by the Engineer or anyone for whose acts the Engineer 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 Engineer under workers' compensation acts, disability benefit acts or other employee benefit acts.

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, subcontractor 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

11.1 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.

11.2 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.

11.3 The Engineer 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 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 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. All such reproductions shall be the property of the County who may use them without the Engineer'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. 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 may use such drawings in any manner it desires; provided, however, that the Engineer shall not be liable for the use of such drawings for any project other than the Project described herein.

XV. 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 Engineer by law with respect to the Engineer's duties, obligations, and performance hereunder. The Engineer'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 Engineer acknowledges that the County is relying upon the Engineer's skill and experience in performing the services pursuant to this Agreement.

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:

Mr. Ruben Delgado, P.E., Director
Collin County Engineering Department
825 N. McDonald, Suite 160
McKinney, Texas 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. Clarence Daugherty
Jacobs Engineering Group Inc.
7950 Elmbrook Drive
Dallas, TX 75247-4525

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. 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 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.

H. Observe and Comply

Engineer 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. Engineer 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.

Date: 6/20/12

COLLIN COUNTY, TEXAS

By: Franklin Ybarbo
Franklin Ybarbo
Purchasing Agent
Court Order No. 2012-234-04-16

Date: 6-18-12

JACOBS ENGINEERING GROUP INC.

By: Brad Davis
Brad Davis
Title: Regional Operations Manager

6/19/12
me

ACKNOWLEDGMENT

STATE OF TEXAS }

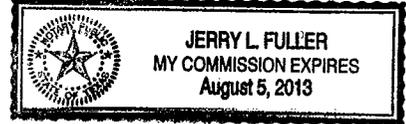
COUNTY OF Dallas }

BEFORE ME, Jerry Fuller on this day personally appeared Brad Davis, of Jacobs, a Delaware 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 18th day of June, 2012.

Jerry L. Fuller
Notary Public, State of Texas

Jerry L. Fuller
Printed Name



My Commission expires on the 5th day of August 2013

STATE OF TEXAS }

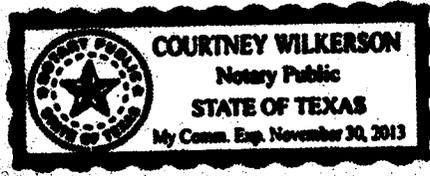
COUNTY OF COLLIN }

BEFORE ME, Courtney Wilkerson 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 20th day of June, 2012.

Courtney Wilkerson
Notary Public, State of Texas

Courtney Wilkerson
Printed Name



My Commission expires on the 30 day of November 2013

Agreement No. 06207-11

EXHIBIT "A"

SCOPE OF SERVICES



EXHIBIT A – SCOPE OF SERVICES

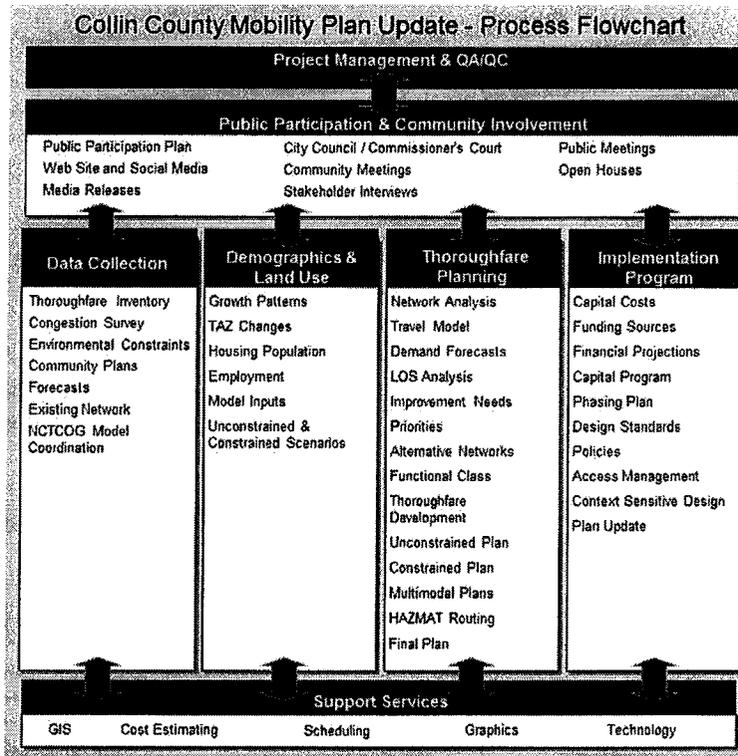
COLLIN COUNTY MOBILITY PLAN 2013 UPDATE

The proposed Jacobs Team’s work program for updating the Collin County Mobility Plan includes the following seven (7) major work tasks:

- 1) Project Management
- 2) Data Collection
- 3) Roadway Inventory Database
- 4) Demographic and Land Use Forecasts
- 5) Transportation Model Customized for Collin County
- 6) Mobility Plan (Including Financially-Constrained Plan)
- 7) Public Involvement Process

The detailed scope of services, project schedule, and project deliverables over the length of the project are described task by task in the following sections. The Scope of Services also identifies which activities are to be carried out by the Jacobs consultant team and which by County staff. The methodology is illustrated by the planning process flowchart in Figure 1.

FIGURE 1 – PLANNING PROCESS FLOWCHART





TASK 1 PROJECT MANAGEMENT

1.1 Project Notebook

A detailed Project Procedures Manual (PPM) will be prepared to provide a mechanism for integrating and coordinating all elements of this study and to assure delivery of work products in a timely manner and in accordance with the needs and requirements of Collin County. The PPM will include a detailed Project Schedule identifying work tasks, meetings, and milestones.

1.2 Project Team Kick-Off Meeting with County Staff

The Consultant Project Manager and key staff will meet with Collin County to review and discuss the work program, schedule, public involvement, meetings and communication protocols. This will be held within two (2) weeks of receiving the Notice-to-Proceed. Jacobs' Webex on-line meeting software will be utilized for those unable to be physically present at the meeting. The Public Participation Plan (3P) and technical work program will be addressed in the Kick-Off Meeting. A Client Expectation Survey (CES) will identify Collin County's subjective/intangible expectations before we begin work and as changes occur or time passes during the course of the project.

1.3 Project Financial Management and Invoices

Project financials will be managed in accordance with the payment terms of the Contract and through monthly invoicing and internal project controls. Invoicing includes reviewing effort and revenue reports, applying completed effort to project efforts, collecting and reviewing invoicing from subconsultants, recording and tracking expenses, and following-up with payment.

1.4 Progress Meetings with County

The Consultant Project Manager will participate in bi-monthly progress meetings (once every two months) with Collin County's Project Manager. These meetings will review progress of the work, discuss any issues that may arise, determine steps needed for resolving those issues, and provide appropriate direction to the Consultant. Client Satisfaction Survey (CSS) will be performed to measure Collin County's level of satisfaction and gain verbal feedback regarding the Consultant's performance against previously identified expectations.

Deliverables

- Project Notebook (nonbillable)
- Agenda and meeting record for project Kick-Off Meeting
- Client Expectation Survey (nonbillable)
- Presentations, displays and handouts for meetings, as appropriate
- Monthly invoices and progress reports (nonbillable)
- Prepare draft meeting agendas, notices, attendance and meeting record for progress
- Client Satisfaction Surveys (nonbillable)

Responsibilities of the Client

- Assist and participate with conduct of the PPM, CES and CSS



TASK 2 DATA COLLECTION

The Jacobs Team will gather available data sets and models from previously published reports from sources including: Collin County, cities within Collin County, Texas Department of Transportation (TxDOT), North Central Texas Council of Governments (NCTCOG), North Texas Tollway Authority (NTTA), Dallas Area Rapid Transit (DART), Chambers of Commerce, U.S. Census Bureau, and other sources.

2.1 Collect Available Thoroughfare System Information

Available information from existing sources will be used where possible.

Jacobs will meet with the County's GIS staff to review the existing thoroughfare data base, determine data needs to supplement the existing database, and develop the desired data format. Field observation of the existing thoroughfare network will be performed by windshield survey, to observe existing pavement, right-of-way and land use conditions.

- a. Base map(s) and 2010 aerial photos from Collin County, municipalities, and NCTCOG
- b. Available information for existing thoroughfare characteristics including typical right-of-way width, pavement width, number of lanes, type of paving surface, and type of median
- c. Existing and planned grade separated intersections and interchanges
- d. Existing railroad – roadway grade crossings and crossing protection
- e. Existing bridge structures
- f. Truck/hazardous cargo routes
- g. Existing signalized intersections (from County and TxDOT)
- h. Access management policies affecting driveway/median opening locations of future access to the State Highway System and County Thoroughfares
- i. Traffic counts for major thoroughfares in average daily traffic (ADT) in vehicles per day (VPD) for existing base year and projected design year
- j. Other available traffic count information

Jacobs will coordinate with the County's Director of Engineering to determine needs for further data collection and can include additional traffic data collection as Additional Services, if needed and approved in writing.

2.2 Summarize Environmental Constraints

Summarize environmental constraints from previous studies and available sources, including but not limited to parks, historic properties, wetlands, and other sensitive environmental areas. The project will not include any original research or detailed environmental investigations.

2.3 Collect City Comprehensive Plans and MUD Plans

Available City Comprehensive Land Use and Transportation Plans will be collected for the municipalities within Collin County. Municipal Utility District (MUD) plans will also be obtained where available. Jacobs Team will meet with each community's planning director or representative to obtain pertinent information about available plans for land use and transportation. Existing comprehensive plans will be compiled for review.



Deliverables

- Digital and/or hard copy of existing thoroughfare data
- Environmental Constraints Map
- Digital and/or hard copy of existing city comprehensive plans

Responsibilities of the Client

- Provide available aerial photos, base map and existing data

TASK 3 ROADWAY INVENTORY DATABASE

3.1 Roadway Inventory Database Update

Roadway characteristics are needed to determine any limitations to thoroughfare development and challenges for implementation of the mobility plan. Additional information will be collected from available sources to supplement the County's existing thoroughfare information.

Deliverables

- Roadway Inventory Database

Responsibilities of the Client

- Provide available roadway data from County sources)

TASK 4 DEMOGRAPHIC AND LAND USE FORECASTS

Demographic and Land Use Forecasts will be developed for the base year of 2010 and forecast years of 2020, 2035 and ultimate build-out scenario. This task will identify projected future land use for the county, as well as population and employment estimates and projections by Traffic Survey Zones (TSZ). Population estimates and projections will be created for the number of people and the number of housing units per TSZ. Employment estimates and projections will be divided into basic, service, and retail categories.

4.1 Traffic Serial Zone and Database Structure

The 2010 North Central Texas Council of Governments (NCTCOG) Traffic Survey Zones (TSZ) and corresponding database for population and employment will be utilized for this task. This existing data will serve as the foundation for the estimates and projections. The final deliverables (i.e., estimates and projections by TSZ) will match the formatting and organization of the NCTCOG zone and database structure.

4.2 Base Year (2010) Data Verification

In order to verify base year (2010) estimates, each TSZ will be evaluated using a 2010 NCTCOG aerial to confirm 2010 NCTCOG estimates for both population and employment. This effort will allow for the formulation of accurate base year data. Any changes to original base year estimates provided by NCTCOG will be noted in a summary document.

4.3 Collin County Future Land Use Map and Build-Out Projections

After the base year estimates have been completed, the next step shall be to create the Collin County Future Land Use Map. This map will serve as the basis for projecting what vacant land will be used for in the future. After the map is established, each TSZ will be



reviewed for how vacant areas are planned to developed (e.g., residential or commercial). Then planning assumptions for population density or employment density will be applied (using either existing city comprehensive plan data or planning assumptions for areas not covered by a comprehensive plan) to determine the ultimate build-out of each TSZ.

4.4 Forecast Years 2020 and 2035 Data Projections

After the build-out projections have been established, forecasts for 2020 and 2035 shall be developed. Once the beginning point for each TSZ (i.e., base year) and end point (i.e., build-out scenario) are known, then the only remaining task is to project at what rate growth will occur. In order to develop these forecasts or projections, the adopted growth rates from cities will be used via their comprehensive plans or planning assumptions. Additionally, data will be provided to document the methodology used to generate the projections, including the following:

1. Future land use densities;
2. Conversion of agricultural and vacant lands not currently within city limits;
3. Sources of base year data and future projections used for comparison (i.e., NCTCOG, Texas State Data Center, etc.); and
4. Other relevant planning criteria.

4.5 Demographic and Land Use Database Development

Prepare a Collin County Future Land Use Map, derived from city comprehensive plans and planning assumptions (for areas not covered by a comprehensive plan).

- a. Prepare an electronic database of population and employment estimates and projections for the entire area of Collin County for base year 2010, forecast year 2020, forecast year 2035, and ultimate build-out conditions.

4.6 Meetings with Planning Board, Public and Commissioners Court

This task includes Jacobs Team participation in up to seven (7) meetings relating to the demographic database.

- One (1) meeting with Planning Board Subcommittee to present data.
- One (1) meeting with Planning Board to present data.
- One (1) meeting with the public to present data.
- One (1) meeting with Commissioners Court to present data.
- Three (3) meetings to present data at subsequent project meetings.

Deliverables

- Collin County Future Land Use Map
- Collin County TSZ database of population and employment estimates and projections for base year 2010, forecast years 2020 and 2035, and ultimate build-out conditions.

Client Responsibilities

Collin County will work with NCTCOG to provide the following data to Jacobs in digital format:

- NCTCOG revised Traffic Survey Zones (TSZ) for modeling purposes;
- NCTCOG 2010 database for population (persons and households) and employment (basic, service and retail employment) estimates and projections by TSZ; and
- Assist in obtaining use of NCTCOG 2010 aerials, photographed in 2010, for base year verification.



TASK 5 TRANSPORTATION MODEL CUSTOMIZED FOR COLLIN COUNTY

The quantitative transportation demand analysis services described under this task are to be provided by members of the Jacobs Team. The described services represent the activities necessary to coordinate, interpret, analyze, and supplement the travel demand model runs to be performed by NCTCOG. The services will be provided in close cooperation with the NCTCOG modeling group and the County. The goal is to expedite the modeling process and maximize the usefulness and analytical value of the travel demand model results for the various transportation scenarios being explored in the mobility plan update.

5.1 Coordination with NCTCOG Modeling Support

It is anticipated that NCTCOG will provide travel demand modeling services (traffic forecasts) for three scenarios (2010 existing conditions, a 2035 horizon year deficiency analysis based on committed projects, and up to three (3) intermediate milestone year and the horizon year traffic forecasts for the proposed mobility plan). The Jacobs Team will work with the County and NCTCOG to ensure that:

- NCTCOG Modeling Group receives input information and data inputs at a level of detail and in a format that will expedite the ability to apply the information within the modeling environment in a timely and expeditious fashion.
- Collin County receives the information needed from the model to fully explore the various options being analyzed and to determine the best course of action to achieving community goals and optimizing the county transportation system.
- That communication between the project team and the NCTCOG modeling group is complete and effective in producing the level of mutual understanding necessary to meet project objectives and milestones.

5.2 Interpretation and Analysis of Model Results

Although NCTCOG will provide model runs, the results of those runs will be in the form of raw output data that must be translated into meaningful information that is useful within the context of the project. For each of the travel demand model runs performed by NCTCOG, the Jacobs Team will provide:

- a. A full summary of the model results packaged to isolate the characteristics of the Collin County transportation system under each scenario.
- b. Statistical profile of the highway portion of the transportation system contained in each scenario by functional class, in terms of level of service, speeds, capacity deficiencies, mobility and accessibility indicators reflected in the travel demand model output data.
- c. Statistical profile of the transit system contained in each scenario by mode in terms of accessibility and level of service.
- d. Interpretation and comparative analysis of the results of each of the modeled scenarios to provide insight into the dynamics of the various alternatives, the potential impacts and interactions of projects, and the factors most likely to help or hinder optimization of the transportation system in Collin County.
- e. Analysis of the proportional benefits of the proposed scenarios (across geographic and socio-economic market segments) accruing to the various neighborhoods and stakeholder groups within Collin County.



5.3 Development of Measures of Effectiveness

In order to understand the community impacts of various transportation actions, those actions must be measured in terms of their relationship to community goals and objectives. Under this task the Jacobs Team will:

- a. Establish, under direction of the County's Director of Engineering, a Level of Service (LOS) goal for the 2035 scenario.
- b. Identify an inventory of model parameters and output data sets that relate to the various county goals and objectives established for the mobility plan.
- c. Based on the combination of goals and data available from the model establish a set of measures of effectiveness that can be used to interpret model results in terms of how well the County's objectives are met by each set of proposed projects.
- d. Using the output from the NCTCOG model runs document the benefits and impacts of each proposed scenario using the measures of effectiveness.
- e. Establish prioritization of proposed transportation actions based on the measures of effectiveness.

5.4 Alternative Build Scenario Traffic Forecasts

Using the trip tables obtained from the NCTCOG travel demand model runs as a starting point, the Jacobs Team will apply the NCTCOG traffic assignment model to develop traffic forecasts for up to three (3) additional build scenarios. These runs will provide the County with the ability to undertake, with support from the Jacobs Team, scenario based planning and testing of proposed alternatives to help guide preparation of the Mobility Plan. Under this task the Jacobs Team will:

- a. Perform additional coding of the Collin County highway network for each analysis year to define new projects or revise the definition, scope and limits of projects already contained in the network.
- b. Apply the NCTCOG traffic assignment model to produce traffic forecasts for each analysis year affected by the added or revised projects.
- c. Provide additional analysis of the proportional benefits of the revised scenarios (across geographic and socio-economic market segments) accruing to the various neighborhoods and stakeholder groups within Collin County.

5.5 Technical Exhibits and Documentation

The Jacobs Team will provide camera-ready technical products such as text, tables, graphics, and exhibits related to travel demand model data results and analyses. Products would include:

- a. Text for appropriate portions of the final Collin County Mobility Update report describing the travel demand modeling effort, the results of that effort, and the usefulness of the data in the project.
- b. Tables documenting and interpreting the model output for use in technical memos, reports and brochures for distribution to the public.
- c. Graphic exhibits in the form of statistical charts and thematic maps for inclusion in technical memos, reports and brochures.
- d. Large scale graphic exhibits in the forms of tables, thematic maps and charts for use in public meetings and presentations to policy makers, stakeholders, and the general public.



5.6 Presentation of Model Results at Stakeholder and Public Meetings

Members of the Jacobs Team familiar with the travel demand modeling process and results will participate in up to four (4) meetings with stakeholders and/or the public to present the findings of the travel demand model performed as a part of plan development.

TASK 6 MOBILITY PLAN UPDATE

The mobility plan will be prepared including delineation of functional classes of existing and proposed thoroughfares, typical sections, thoroughfare design standards, access management, and multimodal transportation facilities. The rationale for development of the updated Collin County Mobility Plan will include traffic service, system relationship, network continuity, land access, growth potential, multimodal transportation needs, development constraints, maximizing use of the existing street network, and community values. The mobility plan will address not only the foreseeable transportation improvement needs over the 25-year planning period (2010 to 2035) but also include consideration of requirements for preservation of rights-of-way over a longer term. This right-of-way preservation function of the thoroughfare plan is an important consideration in subdivision platting in order to avoid short-sighted development decisions which overlook the opportunity to preserve future rights-of-way needed to accommodate the longer-term development of the freeway, arterial and collector thoroughfare system.

6.1 Transportation Goals and Policies

This section will include the following elements:

- a. Goals and Objectives.
- b. Useful input from previous transportation plans for the county and region.
- c. Input from the County Planning Board.
- d. Input from the Public Involvement Process.
- e. Policies to guide further transportation planning and investment as well as a process to keep the plan updated.

6.2 Functionally Classified System of Thoroughfares

The Mobility Plan will include the Thoroughfare Development Plan for a functionally classified system, incorporating the following components:

- a. A classification of all links in the network by Functional Classification System as follows: Freeways, Arterials (Major and Minor), Collectors (Major, Minor) and Local Streets.
- b. A Thoroughfare System Map depicting the functionally classified thoroughfare network and defining the criteria for each classification.
- c. A table of the thoroughfare network by road segments, including functional classification, existing and proposed number of lanes and right-of-way width.
- d. A table of recommended improvements to the existing road network.

6.3 Typical Sections

For each functional classification, a typical section will be identified describing the properties as well as right-of-way width. Typical sections will be defined using graphical illustrations and tabular criteria. The mobility plan will include policies and criteria to acquire additional right-of-way to meet the requirements of the identified cross-sections.

6.4 Thoroughfare Design Standards

Design and construction of the thoroughfare system should comply with recommended design standards, consistent and/or compatible with TxDOT and NTTA design guidelines



as well as criteria contained in county and city subdivision regulations. Thoroughfare design standards will include minimum and desired criteria and guidelines for design characteristics such as the location and alignment of major thoroughfares, right-of-way width, horizontal curvature, and other geometric design standards.

The design standards will be tailored to meet the full range of circumstances occurring within the county, including land use, urban design, and valued community resources as well as mobility and access needs. Standards should create an attractive environment for pedestrians for boulevards, rural roads, urban streets, collector streets, residential streets, lanes, and alleys. Bikeways and sidewalks should be integrated in typical sections and design standards, where appropriate. The mobility plan will illustrate standards for corridor and roadway design to ensure design sensitive to the regional context as well as the corridor's features and surroundings.

6.5 Context Sensitive Design

The mobility plan should recognize the important relationship between land use and transportation. Land use is an important determinant of travel demand and the function of an area's roads. This section will include analysis and discussion of transportation-related issues associated with existing and future land use. The design criteria will embody the principles of *Context Sensitive Design*, to consider the total context within which future transportation improvements will exist. Context sensitive design means establishing roadway standards that relate not only to mobility and to access, but also to keeping streets and sidewalks in scale with development, making streets connect, promoting transit-supportive densities, and including special standards for transit oriented development. A typology of street types will be identified, each of which will be accompanied by a unique set of use, dimensional, and design standards. Design standards should be flexible to adapt to meet the changing character of the traffic and road function. The functional classification and context sensitive design standards will be related to changing land uses and the anticipated level of development.

6.6 Access Management

Access management is necessary to reduce interference and allow movement as the primary function of streets. Access control options range from full control of access for Interstate Highways and freeways, to limited access control for expressways, to controls over driveway spacing for arterials other public streets. Traffic conflicts at the intersections of driveways with arterial streets create traffic congestion, increase delay, and reduce traffic safety. A county access management policy and implementation strategy will be recommended. Arterial intersections with other public streets and driveway access points should be designed to limit speed differentials between turning vehicles and other traffic.

6.7 Multimodal Transportation Facilities

This section will analyze current plans and programs for the future transit and other forms of non-automobile transportation improvements by Collin County, DART, municipalities, NCTCOG, and other agencies. Information from studies performed for other jurisdictions will be utilized as much as possible. Planned extension of light rail transit or commuter rail transit service connecting Collin County communities with Dallas and other parts of the Metroplex will be incorporated in the Mobility Plan. Airports will be identified based on available airport plans.

6.8 Identify and Evaluate Alternative Networks

Alternative future thoroughfare networks for a 2020 intermediate analysis year, a 2035 horizon year and Ultimate Build-out will be developed and evaluated using the results from



Task 2. Network alternatives will be identified based on the deficiencies and needs identified using the travel demand model.

6.9 Identify Thoroughfare Improvements

Future thoroughfare improvement projects will be identified based on the preferred thoroughfare network and the deficiencies and needs resulting from the transportation model analysis for the 2020 intermediate analysis year, 2035 horizon year and Ultimate Build-out. The rationale for development of the updated Collin County Mobility Plan will include traffic service, system relationship, network continuity, land access, growth potential, multimodal transportation needs, development constraints, maximizing use of the existing street network, and community values.

6.10 Environmental Screening

A “fatal flaw” preliminary environmental screening will be performed for the identified thoroughfare improvements to assess whether they may entail significant environmental impacts that likely cannot be avoided or mitigated and would pose a significant obstacle to implementation of the improvements

6.11 Identify Financially Constrained Network

A financial analysis will be performed to assist the County to develop a financially achievable plan that is consistent with current NCTCOG, TxDOT and FHWA financial capacity requirements. The following activities will be performed in order to accomplish this task:

a. Project Cost Estimation

The Jacobs Team will use available TxDOT and County bid tabulations and other resources to identify cost components for transportation projects in the Collin County / Dallas Fort Worth area to:

1. Identify construction costs of proposed projects and project components
2. Develop parameters and multipliers for converting construction cost estimates into total project cost estimates
3. Develop escalation factors to be used in developing year-of-expenditure cost estimates for each of the projects proposed

b. Program Revenue Forecasts

The Jacobs Team will work with the County to identify potential funding mechanisms and financial resources to develop forecasts of likely future revenue for use in designing a financially achievable and realistic plan. Jacobs will:

1. Identify, by category, likely revenue sources and/or strategies available to the County for use in financing the proposed improvements contained in the draft plan
2. Working with the County, Jacobs will develop a revenue forecast for use in analyzing the financial achievability of the draft plan
3. Perform a financial analysis comparing the cost (in year-of-expenditure dollars) of the proposed program of projects contained in the draft plan with the forecast revenue anticipated for each phase of plan development.



6.12 Develop Updated Mobility Plan

The recommended update to the Collin County Mobility Plan will be developed based on the results of the previous tasks. The thoroughfare system map and supporting documentation will be prepared for use in publishing the project report.

6.13 Prepare Implementation Guidelines

Policy guidelines for use in implementing the Mobility Plan will be developed and included in the plan documentation.

TASK 7 PUBLIC INVOLVEMENT PROCESS

The plan update will require engaging the stakeholder communities and obtaining public participation in setting transportation improvement needs and funding priorities. The Collin County Planning Board will play a key role as advisors for the plan update, as they did in the 2007 plan update.

Involvement of stakeholders will require workshop meetings that will include keypad polling technology and interactive exercises. Use of social media is an added value offered by the Jacobs Team, for achieving a high level of public information and citizen participation through use of Facebook, Twitter and other social media outlets. Additional outreach efforts designed to gather citizen input and comment will include a page on Collin County's website dedicated to the project, news releases, meetings, and other publicity efforts.

7.1 Meetings

Jacobs will attend and participate in the meetings listed below. If additional meetings need to be added to the number included in the scope, they will be provided based on hourly costs and expenses, upon written request by the County's Project Manager.

- a. **Project Kick-off Meeting** with County Planning Board and staff.
- b. **Collin County Planning Board meetings** – Bi-monthly meetings (once every two months) with Planning Board, which will serve as the advisory committee to oversee the mobility plan update. Jacobs will participate in up to nine (9) Planning Board meetings to present information about the Mobility Plan Update. Meetings may include Subcommittee meetings immediately prior to the regular Planning Board meetings.
- c. **Stakeholder Workshops** – Two (2) county-wide workshops will be conducted to (1) examine and receive input on alternative scenarios and (2) review the draft Mobility Plan. Workshops will use a charrette process as well as interactive exercises and electronic keypad polling. As a result, they will both inform and engage the participants in developing recommendations that will shape the Mobility Plan. Workshop participants will include representatives of cities within the county, representatives of groups interested in transportation and related issues, and interested citizens. The Collin County Planning Board and other county officials also will be invited to participate in the stakeholder workshops. This task includes design of the workshop components (including interactive exercises and polling questions), use of proprietary keypad polling hardware and software, and analysis of polling results after the session.

Keypad polling will be included in both workshops to gain additional input from individual participants. At each session, a series of questions will be displayed on a large screen in the front of the meeting room. Each participant, equipped with a handheld wireless keypad, responds to these questions based on his or her own knowledge and opinions. Responses are automatically and instantly tallied and the results are displayed on the screen. The instant results of the keypad polling provide immediate feedback to



participants about the opinions of the entire group, and encourage greater participation and more effective communication because everyone is heard equally.

- d. **Agency Coordination Meetings** – Meetings will be held with each of the municipalities and with NTTA, DART and TxDOT, early in the project and then near the completion of the plan development. Where possible, meetings may be combined to include multiple agencies. Municipalities and agencies will be invited to attend an initial briefing to inform them about the project and obtain their early input, and individual follow-up meetings or conference calls will be conducted with each municipality or agency on a selective basis later in the project. A total of up to 20 meetings are anticipated as part of this task.
- e. **Collin County Commissioners Court** – Up to four (4) meetings for briefings and for review and adoption of the Mobility Plan, including review of draft plan and final plan adoption process.

The County will be responsible for arranging the facility location for meetings and for publishing public notification in accordance with the Texas Open Meetings Act. Jacobs will prepare the draft public notice and will provide agendas, displays, handouts, and meeting summaries. The County will be responsible for media relations, news releases, and public information beyond the activities described above. Jacobs will provide content and the County Public Information Official (PIO) will be responsible for the outreach.]

7.2. Web-Based Engagement

The web and other online tools are increasingly important forms of communication. For this project, web-based engagement will be designed by the Jacobs Team to make information available more broadly (to anyone who chooses to go online), more conveniently (whenever someone is online or connected) and with more flexibility (by using a variety of online and social networking tools). The final components of the web strategy will be determined through discussions with Collin County staff. It will include:

- **Website.** Jacobs will coordinate with Collin County to provide content for a special section of the Collin County website/webpage devoted to the Collin County Mobility Plan project. The County's existing website will be used to disseminate information and enhance communication about the development and results of the mobility plan update. Draft copies of the thoroughfare plan, functional classification, design criteria, and other products will be incorporated in the website for review and comment. A comment form will be included for visitors to submit written comments via the website. The website will also be used to provide information about upcoming meetings and other pertinent information regarding the mobility plan. The website will have versatility and flexibility to be useful to the County after adoption of the mobility plan update. The Jacobs Team will provide content for use by the County staff to create a page within the county's overall website devoted to this project. The website should include links to specific technologies for engaging the public (Facebook, Twitter, and survey components). These are described in more detail below. During the course of the project, the Jacobs Team will provide content updates to county staff who will keep the site current.
- **Facebook** (www.facebook.com). People who follow updates on social networking sites are more involved in the project's process and can also share information with their individual social networks. The project's Facebook page presence consists of updates about the progress of the plan, exhibits, polling questions, and comments. The community will have an open venue to discuss the project and share insights on its progress. The Jacobs Team will be able to gauge the public's responses to various issues and address concerns promptly. The Jacobs Team will be responsible for



initial setup of Facebook. It will also provide updates to encourage participation at the stakeholder workshops and public meetings, to enable input from people who can't attend these sessions, and to share the proposed plan. The Jacobs Team will provide approximately 1 hour/week of time to monitor and respond to Facebook communications. Before and leading up to public involvement events, this may increase to 2 hours/week based on project needs.

- **Twitter** (www.twitter.com). Twitter is an effective method of communicating short messages in a timely manner. Twitter will be used to send information of up to 140 characters that can be read by users following the project's updates and announcements. The Jacobs Team will integrate the use of Twitter as part of the overall communication outreach and efforts. The Jacobs Team will provide approximately 1 hour/week of time to monitor and respond to Twitter communications
- **Web-based Survey.** SurveyMonkey (www.surveymonkey.com) or a similar survey component will provide the capability to invite participants to share their views through a survey they access online whenever they choose. It supplements meeting discussions because it allows input from people who don't participate in meeting sessions. It can also be used to secure follow-up input and feedback about results of community meetings. The survey can be accessed through a link on a website (for input by the general public) or through a link in an email (when the survey is designed for a particular group like the Steering Committee). The Jacobs Team will use the survey component for online input on the issues for which keypad polling is used in the charrette. The results will be presented as part of the memos on the charrette.

PROJECT DOCUMENTATION

The Jacobs Team will provide Collin County the following project deliverables:

- a. **Interim Technical Memorandums** - Three (3) copies of three (3) interim technical memoranda for staff review. The first tech memo will include draft results of the Land Use and Demographic Forecasts prepared in Task 1. The second tech memo will contain the results of the Roadway Inventory and Congestion Analysis in Task 2. The third tech memo will summarize the results of the NCTCOG Model Coordination and Analysis. The tech memos will be submitted in both electronic and hard copy formats.
- b. **Draft Collin County Mobility Plan Report** - 15 copies and one electronic copy.
- c. **Adopted Collin County Mobility Plan Report** - 35 copies, reproducible master document, and one electronic copy (number to be determined based on County requirements).
- d. **Preliminary Draft Thoroughfare System Map** - Three (3) copies (for Public Meetings).
- e. **Draft Thoroughfare System Map** - 15 copies and one electronic copy (for Approval Process).
- f. **Adopted Thoroughfare System Map** - 35 copies and one electronic copy.



PROJECT SCHEDULE

The target for completion of the DRAFT Mobility Plan Update is eighteen (18) months following notice to proceed. The total project duration including approval by the Commissioners Court is estimated to be twenty-four (24) months and may vary depending upon the amount of time required for the final plan review and acceptance process by the Planning Board and Commissioners Court. The estimated project time schedule for completion of the mobility plan update is shown in **Table 1**.

TABLE 1 - PROJECT TIME SCHEDULE

<u>Milestone Activities</u>	<u>Target Dates</u>
Contract Approval and Notice to Proceed	June, 2012
Project Kickoff Meeting	June, 2012
Planning Board Meetings	Every other month
Data Collection	July, 2012
Agencies Meetings #1	August-September, 2012
Demographic and Land Use Forecasts	October, 2012
Commissioners Court Briefing #1	October, 2012
Stakeholder Workshop #1	November, 2012
Transportation Model Customized for Collin County	December, 2012
Agencies Meetings #2	June-July, 2013
Draft Mobility Plan (Including Financially-Constrained Plan)	August, 2013
Commissioners Court Briefing #2	September, 2013
Stakeholder Workshop #2	September, 2013
Final Mobility Plan	November, 2013
Public Hearing	December, 2013
Plan Approval by Commissioners Court (Briefing #3 and #4)	December, 2013

Agreement No. 06207-11

EXHIBIT "B"

COMPLETION SCHEDULE



PROJECT SCHEDULE

The target for completion of the DRAFT Mobility Plan Update is eighteen (18) months following notice to proceed. The total project duration including approval by the Commissioners Court is estimated to be twenty-four (24) months and may vary depending upon the amount of time required for the final plan review and acceptance process by the Planning Board and Commissioners Court. The estimated project time schedule for completion of the mobility plan update is shown in **Table 1**.

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Stakeholder Workshop #2	September, 2013
Final Mobility Plan	November, 2013
Public Hearing	December, 2013
Plan Approval by Commissioners Court (Briefing #3 and #4)	December, 2013

Agreement No. 06207-11

EXHIBIT "C"

PAYMENT SCHEDULE

Invoices will be transmitted to the County on a monthly basis and will be based on a) Consultant's actual direct labor cost paid to personnel performing the Services described in Exhibit "A", multiplied by b) the number of hours properly devoted to the Services described in Exhibit "A" and multiplying that product by c) the "Multiplier", which is set at 2.45.

A derivation of the total contract fee amount is attached.

PROJECT NAME:
 PROJECT NUMBER:
 DATE:
 COMPANY:

Collin County Mobility Plan Update
 5/3/2012
 Jacobs Engineering Group Inc.

Fee Schedule¹

WBS ID	WBS ID DESCRIPTION	Total Jacobs Hours	Jacobs Contract Fee (Labor + Overhead + Profit)	Total Freee & Nichols Hours	Freee & Nichols Contract Fee (Labor+Overhead+Profit)	Total Alliance Transportation Group Hours	Alliance Transportation Group Contract Fee (Labor + Overhead + Profit)	Total Strategic Community Solutions Hours	Strategic Community Solutions Contract Fee (Labor + Overhead + Profit)
TASK 1	Project Management	43	\$6,715	24	\$3,347	28	\$4,817	10	\$1,800
TASK 2	Data Collection	130	\$13,928	0	\$0	0	\$0	0	\$0
TASK 3	Roadway Inventory Data Base	258	\$24,108	0	\$0	0	\$0	0	\$0
TASK 4	Demographic and Land Use Forecasts	141	\$15,571	600	\$67,929	0	\$0	0	\$0
TASK 5	NCTCOG Model Coordination and Analysis	301	\$32,622	0	\$0	477	\$48,188	0	\$0
TASK 6	Mobility Plan Update	1,134	\$148,093	0	\$0	0	\$0	0	\$0
TASK 7	Public Involvement Process	730	\$67,739	0	\$0	18	\$2,390	133	\$16,740
TASK 8	Project Documentation	420	\$51,990	0	\$0	0	\$0	0	\$0
TOTAL HOURS AND COST		3,157	\$360,765	624	\$71,276	521	\$55,196	143	\$18,540
ESTIMATED REIMBURSABLE EXPENSES			\$3,726		\$893		\$1,840		\$3,000
TOTAL FEE + EXPENSES (NOT TO EXCEED)			\$384,491		\$71,969		\$57,035		\$21,540

TOTAL HOURS	4,445
TOTAL CONTRACT FEE	\$525,776
TOTAL ESTIMATED REIMBURSABLE EXPENSES	\$9,258
TOTAL FEE + EXPENSES (NOT TO EXCEED)	\$535,035
ESTIMATED TOTAL BILLABLE HOURS	4,445

Notes:

1. Total compensation for performance of Services will be based on a) Consultant's actual direct labor cost paid to personnel performing the Services described in Exhibit "A", multiplied by b) the number of hours properly devoted to the Services described in Exhibit "A" and multiplying that product by c) the as-sold "Multiplier" of 2.45.

2. The compensation payable to the Consultant shall not exceed the Contract Maximum set forth in Exhibit "C"

Agreement No. 06207-11

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) 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 vendor 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 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 Title 5 of the Texas Labor Code, 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 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 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.
- 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 REGULATION OF CONFLICTS OF INTEREST

The undersigned declares and affirms that during the term of this contract they will maintain compliance as 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 conflict of interest at any time during the term of this contract will render the contract voidable.

Name of Engineer: Brad Davis
Title of Officer: Regional Operations Manager
Signature of Officer: [Handwritten Signature]
Date: 6-18-12

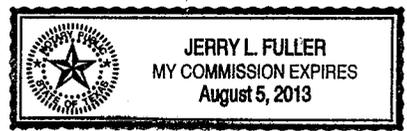
ACKNOWLEDGMENT

STATE OF TEXAS }
COUNTY OF Dallas }

BEFORE ME, on this day personally appeared Brad Davis, known to me (or proved to me on the oath of ... or through driver licenses (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 18th day of June, 2012.

[Handwritten Signature of Jerry L. Fuller]
Notary Public, State of Texas



Jerry L. Fuller
Printed Name

My Commission expires on the 5th day of August 2013