

## 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 for Collin County Mobility Plan Additional Demographics and Travel Demand Modeling Services, 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. Retention 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. 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 three (3) years 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**

If applicable, 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. When applicable, 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. Clarence Daugherty, P.E., Director  
Collin County Engineering Department  
4690 Community Ave. Ste. 200  
McKinney, TX 75071

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. Jeremy Wyndham, P.E.  
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: 5-19-15

COLLIN COUNTY, TEXAS

By: Michalyn Rains  
Michalyn Rains  
Purchasing Agent  
Court Order No. 2015-241-05-04

Date: 18 MAY 15

JACOBS ENGINEERING GROUP INC.

By: Kevin Gunn  
OPERATIONS MGR  
Title: 18 MAY 15

ACKNOWLEDGMENT

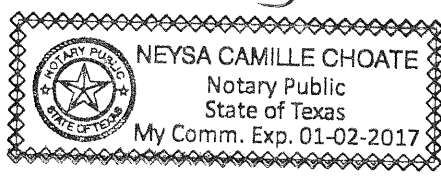
STATE OF TEXAS }

COUNTY OF Bexar }

BEFORE ME, Neysa Choate on this day personally appeared Kevin Conner, of Jacobs Engineering Group Inc., a \_\_\_\_\_ 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 18 day of May, 2015.

Neysa Camille Choate  
Notary Public, State of Texas



Neysa Camille Choate  
Printed Name

My Commission expires on the 02 day of January, 2017.

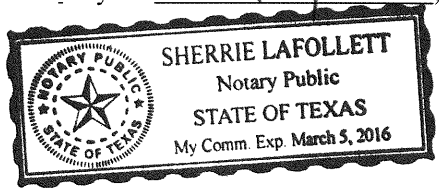
STATE OF TEXAS }

COUNTY OF COLLIN }

BEFORE ME, Sherrrie LaFollett on this day personally appeared Michalyn Rains, 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 19 day of May, 2015.

Sherrrie LaFollett  
Notary Public, State of Texas



Sherrrie LaFollett  
Printed Name

My Commission expires on the 5 day of March, 2016.

**EXHIBIT “A”**

**SCOPE OF SERVICES**

**COLLIN COUNTY MOBILITY PLAN ADDITIONAL DEMOGRAPHICS AND TRAVEL DEMAND MODELING SERVICES**

**BACKGROUND**

During the development of the assumptions for the 2014 Collin County Mobility Plan Update, several constraints were considered in the estimating of growth in the far eastern and northern areas of Collin County. In particular, the following factors were considered as the Jacobs team worked with County staff to determine a reasonable build-out scenario for Collin County:

- State Highway 78 is one of the principal facilities to provide access between the east side of Lavon Lake and the west and south portions of the county;
- A new bridge over Lavon Lake has been previously removed from consideration as a solution to east-west capacity constraints;
- Water and sewer service to the eastern and northern portions of the county is not yet being planned; and
- The residents and leadership in the cities, towns and rural areas of far eastern and northern Collin County have emphatically opposed suburban development of these areas.

While the above constraints were considered to be reasonable at the time of the study, recent questions have been raised regarding how much transportation infrastructure would be needed if these constraints were removed, and the area developed in a manner similar to the western portions of Collin County.

In addition some of the cities may have revised their projections of the densities at which they will develop in the future. Any such changes will have an impact of travel demand in Collin County. Also the North Central Council of Governments has just completed updated demographic projections in preparation for the development of the regional 2040 Mobility Plan.

The purpose of this study is to provide several responses to the question, “What will it take to provide mobility in Collin County at build-out?” One alternative scenario (an alternative to that which has been provided in the 2014 Update of the Mobility Plan) needs to be developed based on possible increased densities of development in some cities, on removing the aforementioned water, sewer and transportation constraints and assuming the far eastern section of the county develops at the suburban levels found in the western half of the county.

**TASK 1 PROJECT MANAGEMENT**

Jacobs shall provide overall Project Management services in support of the study, including monthly progress reports, monthly invoicing, management of subconsultant efforts, and monitoring of project schedule and quality.

**TASK 2 DEMOGRAPHIC AND LAND USE FORECASTS FOR AN ALTERNATE BUILD-OUT SCENARIO**

Demographic forecasts will be developed for an alternative County build-out scenario beyond the previous build out scenario included in the 2014 Mobility Plan Update. This task will utilize the future land use plan developed for the County and all other existing data gathered for the 2014 Mobility Plan Update (e.g., TSZ structure and future land use maps). Modifications will be made to the land use assumptions and will be reflected on an alternative county future land use plan. Population projections will be revised and will be shown by TSZ. Employment projections will be revised and

divided into basic, service, and retail categories and shown by TSZ.

### **2.1 Reconciliation of Base Data with NCTCOG**

The consultant and the County staff will discuss with the appropriate staff at the North Central Texas Council of Governments (COG) the information that COG received during the development of the recent COG demographic projections. It is the County's desire that the information generated by COG complement the alternative build-out projection and any discrepancies should be resolved. However, if it is determined by the consultant and County staff that there is a sound basis for different projections than those prepared by COG, the consultant will use the projections generated by the consultant for this project and the reason for the difference with COG projections will be documented in an appendix or document other than the main report of this project.

### **2.2 Additional or Updated Data from Cities**

From the discussion in Task 2.1 the County staff and the consultant will determine whether or not the information from the cities that was used in the CC 2014 Mobility Plan Update needs to be updated and from which cities updated information needs to be received. The consultant will contact the appropriate cities, meet with up to four (4) of those cities, and will obtain the necessary information to update the demographic projections of the Mobility Plan.

### **2.3 Basic Assumptions to Develop an Alternate Build-Out Scenario**

The task will assume that development in eastern Collin County will closely resemble the density of development seen in western Collin County. Eastern Collin County density will be increased to levels comparable to western Collin County.

### **2.4 Traffic Survey Zone and Database Structure**

This existing data will serve as the foundation and format for the projections. The final deliverables (i.e., one alternative ultimate population scenario projection by TSZ) will match the formatting and organization of the new 2040 projections by COG.

### **2.5 Collin County Future Land Use Map and Build-Out Projection**

The Collin County Future Land Use Map will serve as the basis for projecting what vacant land will be used for in the future. TSZs will be reviewed for how vacant areas are planned to developed (e.g., residential or commercial). Next, planning assumptions for population density or employment density will be applied (using either existing city comprehensive plan data, planning assumptions for areas not covered by a comprehensive plan, and updated planning assumptions) to determine the ultimate build-out of each TSZ.

### **2.6 Demographic and Land Use Database Development**

Prepare an electronic database of population and employment projections for the alternate build-out scenario.

### **2.7 Meetings about Demographic and Land Use Forecasts**

This task includes consultant team participation in up to ten (10) meetings.

- Kick-off meeting with County staff to review order and timing of tasks (afternoon before Planning Board meeting).
- Meeting with Planning Board to share and agree on land use assumptions (same day as staff kick-off meeting)
- Meeting with COG and County staffs to reconcile demographics
- Meeting with McKinney, subject to city staff availability
- Meeting with Frisco, subject to city staff availability
- Meeting with Celina, subject to city staff availability
- Meeting with a city to be determined, subject to city staff availability
- Present preliminary results to Planning Board

- Present final results to Planning Board
- Present results to Commissioners Court

## **2.8 Schedule**

It is anticipated that the task will be completed within four (4) to six (6) months from the notice to proceed.

## **2.9 Deliverables**

Collin County TSZ database of population and employment projections for one (1) alternate build-out scenario (i.e., no base year or forecast years are included in this scope of work), revised Future Land Use maps (Figure 15) for the build-out scenario included in this task, revised TSZ and city area map (Figure 16), and revised forecasts column chart (Figure 17), revised dot density maps (Figures 18 – 23B).

Following approval of the deliverables of Task 2 by Collin County, the Jacobs team will proceed with Task 3.

## **TASK 3 TRANSPORTATION MODEL CUSTOMIZED FOR COLLIN COUNTY**

The services described in this task represent the activities necessary to coordinate, interpret, analyze, and supplement the travel demand model runs to be performed in coordination with 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 additional transportation scenarios being explored after the mobility plan update.

### **3.1 Coordination with NCTCOG Modeling Support**

It is anticipated that NCTCOG will provide travel demand modeling services (processing revised demographics and providing updated trip tables) for one or two scenarios (alternate build-out). 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; and
- 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.

NCTCOG has recently revised their travel demand model to reflect the Jacobs model. Jacobs will review the revised NCTCOG model to assure its conformity to the Jacobs model.

### **3.2 Build-Out Scenarios 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 the build-out scenario from the Collin County Mobility Plan Update and the alternate build-out scenario prepared in Task 1. The travel demand model network will be updated for these scenarios to include the road network of the Thoroughfare Plan. Under this task the Jacobs Team will:

- a. Review travel demand model coding recently performed by NCTCOG staff to verify that the Collin County roadway network of the Thoroughfare and Transit Plan has been added, and make additional revisions to the roadway network if needed;
- b. Connect the Outer Loop to IH 35 in Denton County and IH 30 in Rockwall County; and
- c. Apply the NCTCOG traffic assignment model to produce traffic forecasts for the two build-out scenario(s) for the following outputs for each scenario:
  - 1) Unconstrained condition to show what the demand is for each corridor and
  - 2) Level of service assuming the number of lanes in the Thoroughfare and Transit Plan

### **3.3 Deliverables**

- a. Text for appropriate portions of the final Collin County Mobility Plan 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.
- c. Graphic exhibits in the form of statistical charts and thematic maps for inclusion in technical memos, reports and brochures, including a map ; and
- d. Large scale graphic exhibits in the forms of tables, thematic maps and charts.

### **3.4 Meetings about Model Results**

This task includes consultant team participation in up to five (5) meetings (one overlapped with Task 1).

- Meet with Planning Board to explain steps in developing build-out travel demand models – same meeting as Task 1 final results
- Meet with COG staff to plan COG's travel demand model run
- Present an interim report to County and COG staffs about the result of revising the model network to reflect the Thoroughfare Plan
- Present preliminary results of model runs, unconstrained and level of service, to County and COG staffs
- Present final results to Planning Board (information only; no action taken)
- Present final results to Commissioners Court (information only; no action taken)

## **TASK 4 ON-CALL TRANSPORTATION CONSULTATION**

At the sole discretion of Collin County, the Engineer shall provide additional services, to include such services as on-call travel demand modeling, traffic analysis, transportation planning, alternatives analysis and conceptual design services. These services shall be documented via letter or e-mail correspondence, where the requested scope, fee and schedule, as negotiated by the County and the Engineer, are identified for each request. Payment terms for this work shall be in accordance with the overall contract payment terms.

Agreement No. 2015-188

**EXHIBIT "B"**

COMPLETION SCHEDULE

It is anticipated that the task will be completed within four (4) to six (6) months from the notice to proceed.

Agreement No. 2015-188

**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 Engineer will be made as follows:

A derivation of the total contract fee amount is attached.

Project Name: Collin County Mobility Plan - Additional Demographics and Travel Demand Modeling Services  
 Project Number:  
 Date: 21-Apr-15  
 Company: Jacobs Engineering Group Inc.

**Exhibit C - Fee Schedule**

WBS ID	DESCRIPTION	Total Jacobs Hours	Jacobs Contract Fee (Labor + Overhead + Profit)	Total Freese & Nichols Hours	Freese & Nichols Contract Fee (Labor + Overhead + Profit)
TASK 1	Project Management	36	\$ 6,056	0	\$ -
TASK 2	Demographic and Land Use Forecasts	64	\$ 12,978	358	\$ 42,669
TASK 3	Transportation Model Customized for Collin County	633	\$ 73,863	0	\$ -
	<b>TOTAL HOURS AND COSTS</b>	<b>733</b>	<b>\$ 92,897</b>	<b>358</b>	<b>\$ 42,669</b>
	<b>ESTIMATED REIMBURSABLE EXPENSES</b>		<b>\$ 7,462</b>		<b>\$ 4,701</b>
	<b>TOTAL FEE + EXPENSES (NOT TO EXCEED)</b>		<b>\$ 100,359</b>		<b>\$ 47,370</b>

TOTAL BILLABLE HOURS:	1,091
TOTAL CONTRACT FEE:	\$ 135,566
TOTAL ESTIMATED REIMBURSABLE EXPENSES:	\$ 12,163
TOTAL FEE + EXPENSES (NOT TO EXCEED):	\$ 147,729

Notes:

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

**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 including but not limited to the coverage indicated below. Coverage shall not exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability.

- Each Occurrence: \$1,000,000
- Personal & Adv Injury: \$1,000,000
- Products/Completed Operation: \$2,000,000
- General Aggregate: \$2,000,000

1.2 Workers Compensation insurance as required by the laws of Texas, and Employers' Liability.

Employers' Liability

- Liability, Each Accident: \$500,000
- Disease-Each Employee: \$500,000
- Disease – Policy Limit: \$500,000

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 including owned, non-owned, and hired vehicles used in connection with the contract.

- Combined Single Limit – Each Accident: \$1,000,000

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 on all policies.

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 JACOBS ENGINEERING GRP., INC.

Title of Officer OPERATIONS MGR.

Signature of Officer Kevin Conner

Date: 10 MAY 15

**ACKNOWLEDGMENT**

STATE OF TEXAS            }

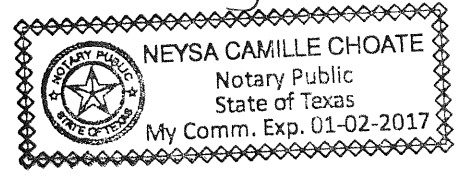
COUNTY OF Bexar        }

**BEFORE ME**, on this day personally appeared Kevin Conner, 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 10 day of May, 2015.

Neysa Camille Choate  
Notary Public, State of Texas

Neysa Camille Choate  
Printed Name



My Commission expires on the 02 day of January, 2017.