

AGREEMENT FOR ENGINEERING SERVICES
(General Engineering Consultant (GEC) -
Program Management, Planning & Design Services)

THIS AGREEMENT FOR ENGINEERING SERVICES ("Agreement") is made and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Prime Strategies, Inc. ("PSI"), whose offices are located at Prime Strategies, Inc., 1508 South Lamar Blvd., Austin, Texas 78704, and such Agreement is for the purposes set forth herein below.

RECITALS:

WHEREAS, County intends to construct various road and drainage projects as a part of the 2013 Road Bond Program (the "Project"); and,

WHEREAS, County requires certain General Engineering Consultant (GEC) - Program Management, Planning & Design Services for the 2013 Road Bond Program road and drainage projects in connection with the Project; and,

WHEREAS, PSI is prepared to provide the above mentioned services.

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1 - EFFECTIVE DATE AND TERM

The effective date of this Agreement shall be the date of the last party's execution hereinbelow. PSI is expected to complete the Services described herein in accordance with each Annual Fiscal Year Work Authorization described herein below. If PSI does not perform the Services in accordance with each applicable Annual Fiscal Year Work Authorization, then County shall have the right to terminate this Agreement as set out below. So long as the County elects not to terminate this Agreement, it shall continue from day to day until such time as the Services are completed in accordance with each applicable Annual Fiscal Year Work Authorization.

ARTICLE 2 – ANNUAL FISCAL YEAR WORK AUTHORIZATIONS

County will prepare and issue Annual Fiscal Year Work Authorizations to authorize PSI to perform one or more tasks of the Services during a particular County fiscal year. Each Annual Fiscal Year Work Authorization shall describe the parties' mutual agreement on the scope of the Services, schedule, compensation and other particulars as stated therein. Annual Fiscal Year Work Authorizations shall be in the general form shown in attached **Exhibit A**. Annual Fiscal Year Work Authorizations are binding only after acceptance and execution by duly authorized representatives of both parties. Each Annual Fiscal Year Work Authorization shall govern the parties' rights and obligations with respect to each assignment, but all within the framework of this Agreement. The amount payable for an Annual Fiscal Year Work

Authorization shall be supported by the estimated cost of the Services as described in the Annual Fiscal Year Work Authorization. The Annual Fiscal Year Work Authorization will not waive PSI's responsibilities and obligations established in this Agreement.

ARTICLE 3 - SCOPE OF SERVICES

The Scope of Services that PSI shall provide under this Agreement is set forth in the attached **Exhibit B** (the "Services"). During the term of this Agreement, the Services to be provided for each particular assignment during a particular County fiscal year shall be specifically described in Section A (Scope of Services) of each Annual Fiscal Year Work Authorization.

ARTICLE 4 - SCHEDULE

PSI shall exercise its reasonable efforts to perform the Services of an applicable Annual Fiscal Year Work Authorization within the time frame set forth in Section B (Schedule) of each Annual Fiscal Year Work Authorization; provided, however, PSI understands and agrees that time is of the essence and that any failure of PSI to complete the Services within the agreed work schedule set out in the applicable Annual Fiscal Year Work Authorization may constitute a material breach of this Agreement. PSI shall notify County in writing as soon as possible if it determines, or reasonably anticipates, that the Services will not be completed in accordance with an applicable Annual Fiscal Year Work Authorization. PSI shall be fully responsible for its delays or for failures to use its reasonable efforts in accordance with the terms of this Agreement and the PSI's standard of performance as defined herein. Where damage is caused to County due to PSI's negligent failure to perform, County may accordingly withhold, to the extent of such damage, PSI's payments hereunder without waiver of any of County's additional legal rights or remedies. However, PSI shall not be liable for damage that is caused to County due to no fault of PSI and time for PSI's performance may be extended by County.

ARTICLE 5 - COMPENSATION; EXPENSES AND PAYMENT

A. County shall pay and PSI agrees to accept compensation for the Services performed and to be performed under this Agreement based on the Rate Schedule set forth in the attached **Exhibit C**. Section C (Compensation) of each Annual Fiscal Year Work Authorization shall set forth the compensation to be paid to PSI for the applicable County fiscal year.

B. PSI shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the Services under this Agreement in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit D**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to PSI without mark-up.

C. Payments to PSI shall be made while Services are in progress. PSI shall prepare and submit to the Williamson County Auditor, not more frequently than once per month, a progress report. Such progress report shall state the percentage of completion of Services accomplished for an applicable Annual Fiscal Year Work Authorization during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the Williamson County Auditor. Simultaneous with submission of such progress report, PSI shall prepare and submit one (1) original of a certified invoice in a form acceptable to the County

Auditor. All invoices submitted to the Williamson County Auditor must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Services performed pursuant to this Agreement, a separate invoice or itemization of the Additional Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Services actually provided and performed. Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to withhold payment pending verification of satisfactory Services performed. PSI has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Annual Fiscal Year Work Authorization were completed. The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve PSI of the responsibility of correcting any errors and/or omissions resulting from its negligence.

D. County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by PSI, the Williamson County Auditor shall notify PSI of the error not later than the twenty first (21st) day after the date the Williamson County Auditor receives the invoice. If the error is resolved in favor of PSI, PSI shall be entitled to receive interest on the unpaid balance of the invoice submitted by PSI beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, PSI shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date.

ARTICLE 6 - COUNTY'S RESPONSIBILITIES

A. County shall be responsible for all matters described in Section D (County's Responsibilities) of each Annual Fiscal Year Work Authorization. In addition, County shall perform and provide the following in a timely manner so as not to delay the Services of PSI:

- (1) Place at PSI's disposal all available information pertinent to the Project, including previous reports, drawings, specifications or any other data as may be reasonably required by PSI to perform its Services.
- (2) Give prompt written notice to PSI whenever County becomes aware of any development that affects the scope or timing of PSI's Services, or any defect in the

Services of PSI.

- (3) Advise PSI of the identity and scope of services of any independent consultants retained by County to provide services in regard to the Project.

B. County hereby represents that it owns the intellectual property rights in any plans, documents or other materials provided by County to PSI. If County does not own the intellectual property rights in such plans, documents or other materials, prior to providing same to PSI, County shall obtain a license or right to use, including the right to sublicense to PSI. County hereby grants PSI the right to use the intellectual property associated with plans, documents or other materials it owns or has the right to use for the limited purpose of performing the Services. County represents that PSI's use of such documents will not infringe upon any third parties' rights and County will indemnify and protect PSI from any infringement claims arising from PSI's use of any plans, documents or other materials provided to PSI in the performance of its Services hereunder.

ARTICLE 7 - STANDARD OF CARE

The standard of care for all professional engineering, consulting and related services performed or furnished by PSI and its employees under this Agreement will be the care and skill ordinarily used by members of PSI's profession practicing under the same or similar circumstances at the same time and in the same locality.

ARTICLE 8 - INDEMNIFICATION AND LIABILITY

A. EXCEPT FOR EXPENSES OR LIABILITIES ARISING FROM THE NEGLIGENCE OR INTENTIONAL ACTS OF THE COUNTY, PSI HEREBY EXPRESSLY AGREES TO INDEMNIFY AND HOLD THE COUNTY AND ITS OFFICERS, AGENTS, OFFICIALS, REPRESENTATIVES AND EMPLOYEES HARMLESS AGAINST ANY AND ALL EXPENSES AND LIABILITIES ARISING OUT OF THE NEGLIGENT PERFORMANCE, ACTION OR INACTION OF PSI IN CONDUCT OF THIS AGREEMENT.

FOR MATTERS OTHER THAN THOSE ARISING FROM THE RENDERING OR FAILURE TO RENDER PROFESSIONAL SERVICES, PSI EXPRESSLY AGREES TO THE EXTENT THAT THERE IS A CASUAL RELATIONSHIP BETWEEN ITS NEGLIGENCE, ACTION OR INACTION, OR THE NEGLIGENCE, ACTION OR INACTION OF ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY PSI AND ANY DAMAGE, LIABILITY, INJURY, LOSS OR EXPENSE (WHETHER IN CONNECTION WITH BODILY INJURY OR DEATH OR PROPERTY DAMAGE) THAT IS SUFFERED BY THE COUNTY AND/OR ITS OFFICERS OR EMPLOYEES OR BY ANY MEMBER OF THE PUBLIC, TO INDEMNIFY AND SAVE THE COUNTY AND ITS OFFICERS AND EMPLOYEES HARMLESS AGAINST ANY AND ALL LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS, AND EXPENSES ARISING OUT OF THE NEGLIGENCE, ACTION OR INACTION OF PSI. THIS PROMISE TO INDEMNIFY SHALL INCLUDE, WITHOUT LIMITATION, BODILY INJURIES OR DEATH OCCURRING TO PSI'S EMPLOYEES AND ANY PERSON, DIRECTLY OR INDIRECTLY EMPLOYED BY PSI (INCLUDING WITHOUT LIMITATION ANY EMPLOYEE OF ANY SUBCONTRACTOR/SUBCONSULTANT).

FOR MATTERS ARISING OUT OF THE RENDERING OR FAILURE TO RENDER PROFESSIONAL SERVICES, PSI WILL INDEMNIFY AND SAVE THE COUNTY AND ITS OFFICERS AND EMPLOYEES HARMLESS FROM AND AGAINST ALL LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY NEGLIGENT ACT. SUCH COSTS ARE TO INCLUDE, WITHOUT LIMITATION, DEFENSE, SETTLEMENT AND REASONABLE ATTORNEYS' FEES INCURRED BY THE COUNTY AND ITS OFFICERS AND/OR EMPLOYEES. THIS PROMISE TO INDEMNIFY

SHALL INCLUDE, WITHOUT LIMITATION, BODILY INJURIES OR DEATH OCCURRING TO PSI'S EMPLOYEES AND ANY PERSON, DIRECTLY OR INDIRECTLY EMPLOYED BY PSI (INCLUDING WITHOUT LIMITATION ANY EMPLOYEE OF ANY SUBCONTRACTOR/SUBCONSULTANT), THE COUNTY'S OFFICERS OR EMPLOYEES, THE EMPLOYEES OF ANY OTHER INDEPENDENT CONTRACTORS, OR OCCURRING TO ANY MEMBER OF THE PUBLIC. WHEN THE COUNTY SUBMITS NOTICE, PSI SHALL PROMPTLY DEFEND ANY AFOREMENTIONED ACTION.

THE LIMITS OF INSURANCE REQUIRED IN THIS AGREEMENT AND/OR CONTRACT DOCUMENTS SHALL NOT LIMIT PSI'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM PSI IS NOT LEGALLY LIABLE, PSI'S OBLIGATIONS SHALL BE REDUCED IN PROPORTION TO THE COUNTY'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

B. To the fullest extent permitted by law, neither party shall be liable to the other party for any consequential damages resulting in any way from the performance of this Agreement.

C. The terms and conditions of this Article shall survive completion of the Services, or any termination of this Agreement.

ARTICLE 9 - INSURANCE

A. Coverage Limits. PSI, at PSI's sole cost, shall purchase and maintain during the entire term, while this Agreement is in effect, the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. WILLIAMSON COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$500,000.00 per occurrence and \$1,000,000.00 in the aggregate.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it, and PSI and its insurer(s) waive their rights of subrogation against County.

C. Premiums and Deductible. PSI shall be responsible for payment of premiums for all of the insurance coverages required under this section. PSI further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which PSI is responsible hereunder, PSI shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$50,000 in PSI's insurance

must be declared and approved in writing by County in advance.

D. Commencement of Work. PSI shall not commence any field work under this Agreement until it has obtained all required insurance and such insurance has been approved by County. As further set out below, PSI shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of PSI hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. PSI shall furnish County with a certification of coverage issued by the insurer. PSI shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, PSI shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by PSI, that no provision of this Agreement shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required under this Agreement and/or Exhibits which absolutely requires arbitration of such claim, or as otherwise required by law or a court of law with jurisdiction over the provisions of this Agreement.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of PSI, PSI shall require each subcontractor/subconsultant performing work under this Agreement (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Agreement, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

PSI shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. PSI must retain the certificates of insurance for the duration of this Agreement, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

Williamson County Auditor
c/o: Pam Navarrette
710 Main Street, Suite 301
Georgetown, Texas 78626

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by PSI shall be borne solely by PSI, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit E** herein entitled "Certificates of Insurance."

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

A. PSI shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to PSI, to fulfill contractual responsibilities to County or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to PSI in an Annual Fiscal Year Work Authorization.

B. In the event the County requests PSI to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to PSI for review at least 15 days prior to the requested date of execution. PSI shall not be required to execute any certificates or documents that in any way would, in PSI's sole judgment, (a) increase PSI's legal or contractual obligations or risks; (b) require knowledge, services or responsibilities beyond the scope of this Agreement; or (c) result in PSI having to certify, guarantee or warrant the existence of conditions whose existence PSI cannot ascertain.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Because PSI has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project schedules, PSI's opinion of probable costs and of Project schedules, if any, shall be made on the basis of experience and qualifications as a practitioner of its profession. PSI does not guarantee that proposals, bids, or actual Project costs will not vary from PSI's cost estimates or that actual schedules will not vary from PSI's projected schedules.

ARTICLE 12 – REUSE AND OWNERSHIP OF DOCUMENTS

All documents, including but not limited to drawings, specifications, tracings, drawings, estimates, specifications, investigations, studies, other documents, completed or partially completed and data or programs stored electronically, (hereinafter referred to as "PSI's Work Products") prepared by PSI and its subcontractors/subconsultants are related exclusively to the services described in this Agreement and are intended to be used with respect to this Project. PSI's Work Products shall be the property of County to be thereafter used in any lawful manner

as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to PSI.

By execution of this Agreement and in confirmation of the fee for services to be paid under this Agreement, PSI hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in PSI's Work Products developed under this Agreement. Copies may be retained by PSI. PSI shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by PSI or anyone connected with PSI, including agents, employees, engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by PSI without cost to County.

Upon execution of this Agreement, PSI grants to County permission to reproduce PSI's Work Products for purposes of the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Agreement. PSI shall obtain similar permission from PSI's subcontractors/subconsultants consistent with this Agreement. If and upon the date PSI is adjudged in default of this Agreement, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written contract of PSI. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of PSI's Work Products appropriate to and for use in their execution of the Work. Submission or distribution of PSI's Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of PSI's Work Products shall be at County's sole risk and without liability to PSI and its engineers.

Prior to PSI providing to County any PSI's Work Products in electronic form or County providing to PSI any electronic data for incorporation into PSI's Work Products, County and PSI shall by separate written contract set forth the specific conditions governing the format of such PSI's Work Products or electronic data, including any special limitations not otherwise provided in this Agreement. Any electronic files are provided by PSI for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by PSI, the hardcopy shall prevail. Only printed copies of documents conveyed by PSI shall be relied upon.

PSI shall have no liability for changes made to PSI's Work Products by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 13 - NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. PSI warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for PSI, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or

resulting from the award or making of this Agreement. For breach or violation of this warranty, County reserves and shall have the right to annul this Agreement without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. PSI must sign the Debarment Certification enclosed herewith as **Exhibit F**.

C. Financial Interest Prohibited. PSI covenants and represents that PSI, its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 14 - VIOLATION OF AGREEMENT TERMS/BREACH; TERMINATION AND SUSPENSION

A. Violation of Agreement Terms/Breach. Violation of the terms of this Agreement or breach of contract by PSI shall be grounds for termination of this Agreement, and any increased costs arising from PSI's default, breach of contract, or violation of this Agreement's terms shall be paid by PSI.

B. Termination. This Agreement may be terminated as set forth below:

1. By mutual agreement and consent, in writing, of both parties.
2. By County, by notice in writing to PSI, as a consequence of failure by PSI to perform the Services set forth herein in a satisfactory manner.
3. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
4. By County, for reasons of its own and not subject to the mutual consent of PSI, upon not less than thirty (30) days' written notice to PSI.
5. By satisfactory completion of all Services and obligations described herein.

Should County terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to PSI. In determining the value of the Services performed by PSI prior to termination, County shall be the sole judge. Compensation for Services at termination will be based on a percentage of the Services completed at that time. Should County terminate this Agreement under Subsection (4) immediately above, then the amount charged during the thirty-day (30) notice period shall not exceed the amount charged during the preceding thirty (30) days.

If PSI defaults in the performance of this Agreement or if County terminates this Agreement for fault on the part of PSI, then County shall give consideration to the actual costs incurred by PSI in performing the Services to the date of default, the amount of Services required which was satisfactorily completed to date of default, the value of the Services which are usable to County, the cost to County of employing another firm to complete the Services required and the time required to do so, and other factors which affect the value to County of the Services performed at the time of default.

The termination of this Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Agreement. If the termination of this Agreement is due to the failure of PSI to fulfill its contractual obligations, then County may take over the Project and prosecute the Services to completion. In such case, PSI shall be liable to County for any additional and reasonable costs incurred by County.

PSI shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by PSI in support of the Services under this Agreement.

C. Suspension. County may suspend performance of this Agreement for County's convenience upon written notice to PSI. PSI shall suspend performance of the Services on a schedule acceptable to County, and County shall pay PSI for all the Services performed plus suspension expenses. Upon restart of suspended Services, an equitable adjustment shall be made to PSI's compensation and the Project schedule.

D. The provisions of this Article shall also apply to each individual Annual Fiscal Year Work Authorization, separate and apart from any other Annual Fiscal Year Work Authorizations, and without terminating or otherwise affecting this Agreement as a whole.

ARTICLE 15 - DELAY IN PERFORMANCE

A. Neither County nor PSI shall be considered in default of this Agreement or any Annual Fiscal Year Work Authorization for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either County or PSI under this Agreement or any Annual Fiscal Year Work Authorization. PSI shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.

B. Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance.

ARTICLE 16 - PROJECT TEAM

County's Designated Representative for purposes of this Agreement is as follows:

Robert B. Daigh, P.E.
Sr. Director of Infrastructure
Williamson County Department of Infrastructure
3151 S. E. Inner Loop,
Georgetown, Texas 78626

County shall have the right, from time to time, to change the County's Designated Representative by giving PSI written notice thereof. With respect to any action, decision or

determination which is to be taken or made by County under this Agreement, the County's Designated Representative may take such action or make such decision or determination or shall notify PSI in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however*, the County's Designated Representative shall not have any right to execute, modify, amend or terminate this Agreement, an executed Annual Fiscal Year Work Authorization, an executed Supplemental Annual Fiscal Year Work Authorization or executed amendment to this Agreement unless otherwise granted such authority by the Williamson County Commissioners Court.

PSI's Designated Representative for purposes of this Agreement is as follows:

Prime Strategies, Inc.
Attn: Michael Weaver
1508 South Lamar Blvd.
Austin, Texas 78704

PSI shall have the right, from time to time, to change PSI's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by PSI under this Agreement, PSI's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by PSI's Designated Representative on behalf of PSI shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by PSI's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by PSI's Designated Representative shall be binding on PSI. PSI's Designated Representative shall have the right to modify, amend and execute Annual Fiscal Year Work Authorizations, Supplemental Annual Fiscal Year Work Authorizations and amendments of this Agreement on behalf of PSI.

ARTICLE 17 - NOTICES

A. Any notice required by this Agreement shall be made in writing to the address specified below:

County: Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

With copy to: Robert B. Daigh, P.E.
Sr. Director of Infrastructure
Williamson County Department of Infrastructure
3151 S. E. Inner Loop,
Georgetown, Texas 78626

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

and to: County Auditor
Williamson County
710 Main Street, Suite 301
Georgetown, Texas 78626

PSI: Prime Strategies, Inc.
Attn: Michael Weaver
1508 South Lamar Blvd.
Austin, Texas 78704

B. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of County and PSI.

ARTICLE 18 - DISPUTES

A. In the event of a dispute between County and PSI arising out of or related to this Agreement, or any Annual Fiscal Year Work Authorization, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

B. If the parties' senior officers are unable to resolve the dispute within thirty (30) days following the date in which the senior officers meet, and if a party wishes to pursue the claim subject of the dispute, such claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Agreement shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction. This provision shall survive the termination of the Agreement.

C. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

ARTICLE 19 - EQUAL EMPLOYMENT OPPORTUNITY

A. During the performance of this Agreement and to the extent the Project is a federally funded project, PSI, for itself, its assignees and successors in interest agrees as follows:

1. Compliance with Regulations. PSI shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

2. Nondiscrimination. PSI, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. PSI shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by PSI for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by PSI of PSI's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. PSI shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information PSI shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of PSI's noncompliance with the nondiscrimination provisions of this Agreement, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

- a. withholding of payments to PSI under the contract until PSI complies, and/or;
- b. cancellation, termination or suspension of the Agreement, in whole or in part.

6. Incorporation of Provisions. PSI shall include the provisions of Subsections (1) through (6) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. PSI shall take such action with respect to any subcontract or procurement as the Recipient or the Texas

Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, PSI may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, PSI may request the United States to enter into such litigation to protect the interests of the United States.

B. PSI hereby affirms its support of affirmative action and that it abides by the provisions of the "Equal Opportunity Clause" of Section 202 of Executive Order 11246 and other applicable laws and regulations. PSI affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is PSI's policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment.

C. PSI further affirms completion of applicable governmental employer information reports including the EEO-1 and VETS-100 reports, and maintenance of a current Affirmative Action Plan as required by Federal regulations.

ARTICLE 20 - CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Agreement, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Agreement), any fully executed Annual Fiscal Year Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed amendments of this Agreement (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Agreement as if attached to this Agreement or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

1. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
2. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2004 (English units)
3. National Environmental Policy Act (NEPA)
4. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
5. Americans with Disabilities Act (ADA) Regulations
6. U.S. Army Corps Regulations
7. International Building Code, current edition as updated
8. Williamson County Design Criteria & Project Development Manual, latest edition
9. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
10. Williamson County Protocol for Sustainable Roadsides, latest edition
11. TxDOT Bridge Design Manual - LRFD, latest edition
12. TxDOT Geotechnical Manual, latest edition

ARTICLE 21 - GENERAL PROVISIONS

A. Waiver. A waiver by either County or PSI of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

B. Severability. The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement or any Annual Fiscal Year Work Authorization. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

C. Successors and Assigns. County and PSI each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this Agreement.

D. Assignment. Neither County nor PSI shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, PSI may assign its rights to payment without County's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent PSI from engaging independent consultants, associates, and subcontractors to assist in the performance of the Services.

E. No Third Party Rights. The Services provided for in this Agreement are for the sole use and benefit of County and PSI. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than County and PSI.

F. Venue And Governing Law. This Agreement shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

G. Accounting Records. PSI agrees to maintain, for a period of three (3) years after final payment under this Agreement, detailed records identifying each individual performing the Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. PSI agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books,

documents, papers and records of PSI which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. PSI further agrees that County shall have access during normal working hours to all necessary PSI facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give PSI reasonable advance notice of intended audits.

H. Personnel, Equipment And Material. PSI shall furnish and maintain, at its own expense, quarters for the performance of all Services, and adequate and sufficient personnel and equipment to perform the Services as required. All employees of PSI shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of PSI who, in the opinion of County, is incompetent or whose conduct becomes detrimental to the Services shall immediately be removed from association with the Project when so instructed by County. PSI certifies that it presently has adequate qualified personnel in its employment for performance of the Services required under this Agreement, or will obtain such personnel from sources other than County. PSI may not change the Project Manager without prior written consent of County.

I. Reports of Accidents. Within 24 hours after PSI becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of PSI), whether or not it results from or involves any action or failure to act by PSI or any employee or agent of PSI and which arises in any manner from the performance of this Agreement, PSI shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. PSI shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon PSI, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from PSI's performance of work under this Agreement.

J. Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

K. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

L. Independent Contractor Relationship. Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

M. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of

the defense of governmental immunity under the laws of the State of Texas and of the United States.

N. Texas Public Information Act. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

O. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Agreement or any amendment of this Agreement and the terms and conditions set forth in any Exhibit, Appendix, Annual Fiscal Year Work Authorization or Supplemental Work Authorization to this Agreement, the terms and conditions set forth in this Agreement or any amendment of this Agreement shall control over the terms and conditions set forth in any Exhibit, Appendix, Annual Fiscal Year Work Authorization or Supplemental Work Authorization to this Agreement.

P. Meaning of Day. For purposes of this Agreement, all references to a "day" or "days" shall mean a calendar day or calendar days.

ARTICLE 22 - PRIOR AGREEMENTS SUPERSEDED AND AMENDMENTS

This Agreement constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing. The terms set out in this Agreement may be modified by a written fully executed amendment.

SIGNATORY WARRANTY

The undersigned signatory for PSI hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Agreement and that he/she has full and complete authority to enter into this Agreement on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Agreement.

IN WITNESS WHEREOF, County has caused this Agreement to be signed in its name by its duly authorized County Judge, as has PSI, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

COUNTY

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis, County Judge

Date: _____, 20____

PRIME STRATEGIES, INC.

By:  _____

Printed Name: MICHAEL WEAVER

Title: President

Date: April 23, 2014

Exhibit A - Sample Annual Fiscal Year Work Authorization

ANNUAL FISCAL YEAR WORK AUTHORIZATION NUMBER _____

This Work Authorization is made as of this ____ day of _____, 20 __, under the terms and conditions established in the Agreement for Engineering Services (General Engineering Consultant (GEC) - Program Management, Planning & Design Services), dated _____, 20____ (the Agreement), between Williamson County, Texas (County) and Prime Strategies, Inc. (PSI). This Annual Fiscal Year Work Authorization is made for the following purpose, consistent with the Project defined in the Agreement:

[Insert a brief description of the Project elements to which the Annual Fiscal Year Work Authorization applies]

Section A. - Scope of Services

A.1. PSI shall perform the following Services:

A.2. The following Services are not included in this Annual Fiscal Year Work Authorization, but shall be provided as Additional Services if authorized or confirmed in writing by the County:

A.3. In conjunction with the performance of the foregoing Services, PSI shall provide the following submittals/deliverables (Documents) to County:

Section B. – Applicable Period and Schedule

This Annual Fiscal Year Work Authorization shall be effective as of the date of the last party's execution below and continue until September 30, 20____. PSI shall perform the Services and deliver the related Documents (if any) according to the following schedule:

Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, County shall pay to PSI the not-to-exceed amount of \$_____, payable according to the Rate Schedule and terms of the Agreement.

C.2. Compensation for Additional Services (if any) shall be paid by County to PSI according to the Rate Schedule and terms of the Agreement.

Section D. - County's Responsibilities

County shall perform and/or provide the following in a timely manner so as not to delay the Services of PSI. Unless otherwise provided in this Annual Fiscal Year Work Authorization, County shall bear all costs incident to compliance with the following:

Section E. - Other Provisions

The parties agree to the following provisions with respect to this specific Annual Fiscal Year Work Authorization:

IN WITNESS WHEREOF, the County and PSI have executed this Annual Fiscal Year Work Authorization.

Williamson County, Texas
(County)

Prime Strategies, Inc.
(PSI)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____, 20____

Date: _____, 20____

EXHIBIT B

SCOPE OF SERVICES TO BE PROVIDED BY PSI

The services to be performed by PSI under this Agreement shall consist of providing management services required to initiate and monitor production of contract documents for the projects in the 2013 Road Bond Program.

PSI shall furnish all materials required to perform the services specified below.

1. Identify specific program activities and update/modify bond program organizational and management documents, agreements, process.
2. Meet with Commissioners and County staff to identify priority projects.
3. Develop cost estimates, cash flow schedules, and implementation schedules for priority projects.
4. Work with the County financial advisor and County Auditor to determine the appropriate dollar amount for the bond issues including, as necessary, materials for the official statement and bond rating agencies.
5. Prepare Letters of Interest (LOI's), Request for Qualifications (RFQ's) and Requests for Proposals (RFP's) for project consultants and other professional services.
6. Assist in requesting qualification statements from firms for services.
7. Assist in pre-qualifying firms for review and consideration by the Commissioners Court for the road improvement projects and related activities.
8. Update the Williamson County Transportation website, as appropriate; assist in developing a new public information website focusing on the County's overall transportation improvement program.
9. Assist the County in developing public information strategies for the specific transportation project and for each of the road construction components. This would include items such as creation of a full-project multi-media presentation, regular newsletters, targeted project presentations, seminars, town meetings, trade show exhibits, school exhibits, library exhibits, educational materials, websites (updates, as well), maps, informational pieces keyed to each road project, graphics and other exhibits, as needed.
10. Meet with TxDOT and other local, State and Federal agency representatives, as required, to review proposed improvement programs for Williamson County and identify projects the County can facilitate and expedite. Prepare documentation for developing Advance Funding Agreements between Williamson County and other entities for designed "partnering" projects.

11. Review all State and Federal funding programs to identify "partnering" opportunities. Assist in preparing/presenting program/funding proposals.
12. Assist the County Auditor in updating the financial procedures, programs, and support documents to manage and monitor the bond program expenditures and cash flows.
13. Update as necessary the standardized professional service agreement (PSA) and construction contracts for bond program activities.
14. Assist County staff, County Commissioners, key construction management and construction personnel with information for appearances and presentations to elected officials, government bodies, Capital Area Metropolitan Planning Organization (CAMPO), service organizations, chambers of commerce, neighborhood groups, school groups, various citizen groups, church groups, etc.
15. Amend and update, in coordination with the Commissioners Court and County staff, the Long Range Transportation Plan.
16. Coordinate and schedule ground-breaking activities, milestone presentation announcements and press conferences within the affected areas, or in a particular city or specific focus area. This would include the design, scripting, and production of materials and exhibits for the individual meetings.
17. Assist in planning meetings and neighborhood notifications to the area, the affected cities, etc. through personalized invitations, telephone contact or other means that would insure proper notification to promote full citizen involvement.
18. Update and modify all project signage for all of the county and state road projects in the county.
19. Assist the Right-of-Way acquisition team, as necessary, in the coordination of acquisitions services and the timely acquisition of right-of-way for road bond projects and state highways. This would include providing preliminary cost estimates and a priority acquisition schedule.
20. Coordinate and assist the Environmental Permitting consultants in developing a comprehensive mitigation program for County road bond projects. Coordinate environmental activities with design engineers, project permitting, route/alignment issues, and right-of-way acquisition.
21. Assist in preparation of Interlocal Agreements with Cities partnering with the County to jointly fund and construct projects identified in the 2013 Road Bond election. Monitor City activities, schedules, and invoices as necessary.
22. Provide engineering program activities related to establishing the systems and procedures to implement the design and construction of road bond projects. Including:

- a) Meet and coordinate with various entities to establish goals, constraints, priorities, and responsibilities.
 - b) Prepare a Master Schedule for the Road Bond Program, including planning activities, design, right-of-way acquisition and construction phases. The Master Schedule will be updated monthly throughout the duration of the program.
 - c) Develop and maintain a filing system to include program management materials, planning documents, design documents, right-of-way documents, and bid documents.
 - d) Maintain Bond Program Standard Procedures Manual.
 - e) Maintain Bond Program Standard Forms.
 - f) Maintain Bond Program Engineering Design Criteria.
 - g) Maintain Bond Program Plan Preparation Criteria.
 - h) Maintain Bond Program Standards for CADD and CADD procedures.
 - i) Review available Standard Detail sheets for County road projects, and revise, as necessary. Update Standard Detail sheets, as needed.
 - j) Review existing Construction Specifications and revise, as necessary. Create new /Construction Specifications, as needed.
 - k) Review existing Williamson County Bid Package Documents and revise, as necessary.
23. Manage the Geotechnical Investigations, including creation of a Program Geotechnical Plan, develop contracts for geotechnical firms, and review and disseminate results from the geotechnical investigations. This would include providing and/or reviewing pavement design for all county road projects.
24. Provide expert witness assistance in right-of-way acquisition cases and other technical assistance, as requested, in legal matters relating to the Bond Program activities.
25. Manage and oversee design and survey firm activities, including but not limited to:
- a) Aerial photography
 - b) Benchmark and project control data
 - c) Profile of existing structures, right-of-way, driveways, drainage channels, and utilities
26. Manage and oversee the preparation of final engineering design activities and preparation of construction documents including but not limited to:
- a) Review scope of work for each road project.
 - b) Review reasonableness of engineering fee estimate for each project.
 - c) Assist Client in negotiation of contracts with selected firms.
 - d) Conduct kick-off meeting with project firm/team.
 - e) Review QA/QC plans submitted by design firms for conformance with County requirements.
 - f) Perform design reviews, including constructability reviews, in accordance with the Bond Program Procedures Manual.
 - g) Review invoices, as requested.

- h) Conduct a maximum of six (6) progress meetings per project, and conduct in-house audits of project consultant activities on a monthly basis.
- i) Oversee submission of plans to local governments, TxDOT, Texas Turnpike Authority, and Texas Commission on Environmental Quality (TCEQ), as required.
- j) Provide project close-out, including obtaining and filing final design files received from design engineer once project construction is completed.

27. Conduct as necessary, a constructability review and provide a value engineering services for projects outside of scope and budget.

28. Provide bid phase and construction phase services including, but not limited to:

- a) Coordinate the preparation of the bid documents.
- b) Facilitate the pre-bid conference.
- c) Coordinate and approve the preparation and distribution of addenda.
- d) Coordinate with TxDOT as necessary to verify the prequalification and bidding capacity of contractors requesting bid proposal documents for projects on state highway system or utilizing federal funding, including reimbursements.
- e) Attend the bid opening, perform bid analysis and recommend award to the successful bidder.
- f) Coordinate the preparation of the contract documents.
- g) Facilitate the pre-construction conference.
- h) Prepare and issue project documentation throughout the duration of the project.
- i) Coordinate with adjacent property owners, other agencies, and affected entities regarding construction schedule and impacts, or as needed.
- j) Perform construction observation and documentation, and provide on-site manpower (PSI staff or subconsultants) on an as-needed basis to oversee construction of the projects.
- k) Review and evaluate contractor's construction schedule.
- l) Receive and process submittals.
- m) Attend weekly construction progress meetings and prepare and issue construction update reports.
- n) Prepare and issue traffic control notifications to affected entities.
- o) Perform and document traffic control and SW3P inspections.
- p) Receive and review QC test results, and oversee the independent testing firms.
- q) Assist the county in documentation of the DBE program.
- r) Prepare and process RFIs and Change Orders when necessary.
- s) Review and approve monthly construction pay applications.
- t) Negotiate Change Orders and claims, as needed.
- u) Receive warranty bond from Contractor and perform quarterly warranty inspections and reports during the warranty period.
- v) Provide project close-out, including obtaining and filing final record drawings received from Contractor, once project construction is completed.

29. Implement and maintain ProjectWise service with Internet project database to facilitate project management and coordination efforts.

GENERAL MONTHLY ACTIVITIES

The following is a summary of general monthly activities and work tasks.

PROGRAM ADMINISTRATION

- Review/approve/process construction payments
- Review/approve/process design consultant invoices
- Review/approve/process miscellaneous consultant invoices (environmental, geotechnical, surveying, construction observer, etc.)
- Review/approve/process utility company invoices
- Approve and Process Professional Services Agreements (PSA's)
- Present design contracts to Commissioners Court
- Negotiate PSA Scope and Fee
- Approve and Process Work Authorizations
- Review/approve/process construction change orders
- Review monthly budget reports, track expenditures, program budget amendments
- Advertise and review bids for County Road Bond Construction Projects

PROGRAM MANAGEMENT

- Ongoing meetings and phone calls with the County Judge, Commissioners, and Staff to review the road bond projects, development schedules, and cost estimates for priority projects;
- Meetings with TxDOT senior staff and local government officials on specific projects, right-of-way issues, utility costs, right-of-way, and proposed rules;
- Meetings with TxDOT, Commissioners and Road Bond Team to develop project funding and review /process Advance Funding Agreement (AFA);
- Attend Commissioners Court meetings, Executive Sessions, and road bond work sessions;
- Prepare budgets and related materials for Commissioners Court meetings and works sessions;
- Provide construction oversight and coordinate all bid awards, pre-construction meetings, and contractor work authorizations;
- Prepare correspondence for the Judge, Commissioners, and County Staff;
- Update 2006 and 2013 road bond project schedules and cash flows and meet with the County Auditor and financial advisors;
- Monitor and Update Road Bond Website;
- Meetings/Phone Calls/E-Mails with the Road Bond Team

ROAD BOND PROJECTS

- Meet with Commissioners on Specific road bond projects;

- Meet with TxDOT, Cities, Property Owners, Stakeholders on specific road bond projects;
- Meet with Project Engineers on County projects to assess status, right-of-way/utility issues, budget, and schedule plan review;
- Meetings with utility providers, coordination and preparation for utility relocation services on individual road bond projects;
- Meetings with environmental consultants on specific road bond projects.

EXHIBIT C

RATE SCHEDULE

Classification	Hourly Billing Rate
Principal	\$293.55
Senior Engineer	\$283.25
Project Manager	\$154.50
Planner	\$128.75
Administrative Support	\$103.00

OK
M 4/23/2014

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Agreement and such rates shall be deemed the "Initial Base Rates". PSI must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Agreement and any rate changes will take effect on the first day following the prior year. If PSI fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives PSI's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Agreement and the denominator of which is the index number for the first month of the Agreement (the index number for the month in which the Agreement was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

Exhibit D

Williamson County Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

- 1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.
- 1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.
- 1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

- 2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.
- 2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs

must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

- 2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.
- 2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.
- 2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).
- 2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.
- 2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.
- 2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.
- 2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).
- 2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.
- 2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.
- 2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

- 3.1 Meal reimbursements are limited to a maximum of \$40.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of \$20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.
- 3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the

vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

- 3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.
- 3.4 County will not reimburse for alcoholic beverages.
- 3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance.
- 3.6 No meals purchased for entertainment purposes will be allowed.
- 3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

- 4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.
- 4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.
- 4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

- 5.1 The County will only reimburse up to a coach price fare for air travel.
- 5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)
- 5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.
- 5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.
- 5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

- 6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.
- 6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

- 6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.
- 6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.
- 6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.
- 6.6 Insurance purchased when renting vehicle may also be reimbursed.
- 6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

- 7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.
- 7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:
 - 7.2.1.1 Date
 - 7.2.1.2 Destination
 - 7.2.1.3 Purpose
 - 7.2.1.4 Name of traveler(s)
 - 7.2.1.5 Correspondence that verifies business purpose of the expense
- 7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.
- 7.4 Mileage will be reimbursed on the basis of the most commonly used route.
- 7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.
- 7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.
- 7.7 Mileage should be calculated from vendor's employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.
- 7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.
- 7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).
- 7.10 Parking fees, if reasonable, are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.
- 7.11 Operating and maintenance expenses, as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

- 8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Nonreimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

- 10.1 Alcoholic beverages/tobacco products
- 10.2 Personal phone calls
- 10.3 Laundry service
- 10.4 Valet service
- 10.5 Movie rentals
- 10.6 Damage to personal clothing
- 10.7 Flowers/plants
- 10.8 Greeting cards
- 10.9 Fines and/or penalties
- 10.10 Entertainment, personal clothing, personal sundries and services
- 10.11 Transportation/mileage to places of entertainment or similar personal activities
- 10.12 Upgrades to air, hotel and/or car rental
- 10.13 Auto repairs
- 10.14 Baby sitter fees, kennel costs, pet or house-sitting fees
- 10.15 Saunas, massages or exercise facilities
- 10.16 Credit card delinquency fees
- 10.17 Doctor bills, prescription and other medical services
- 10.18 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

Exhibit E

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

Exhibit F

DEBARMENT CERTIFICATION

STATE OF TEXAS

§

COUNTY OF WILLIAMSON §

§

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Prime Strategies, Inc. and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

~~Prime Strategies, Inc.~~



Signature of Certifying Official

MICHAEL J WEAVER

Printed Name of Certifying Official

President

Title of Certifying Official

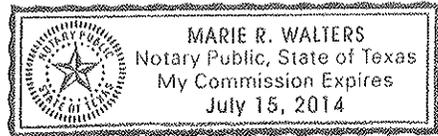
April 23, 2014

Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Michael J. Weaver
the President of Prime Strategies, Inc., on behalf of said
firm.



Marie R. Walters
Notary Public in and for the
State of Texas

My commission expires: July 15, 2014