PUBLIC INVOLVEMENT SERVICES AGREEMENT

THIS PUBLIC INVOLVEMENT SERVICES AGREEMENT ("Agreement") between Buie & Co., LLC, a limited liability company organized and existing under the laws of the State of Texas, (hereinafter "Firm"), with its principal place of business at 2815 Exposition Blvd., Bldg. 200, Austin, TX 78703, and Williamson County, Texas, a political subdivision of the State of Texas (hereinafter "County"), having an address of 710 Main Street, Suite 101, Georgetown, Texas, 78626, sets forth the terms and conditions pursuant to which Firm will provide certain services.

1. Public Involvement Services

1.1 Firm agrees to provide County with public involvement, information, and education services related to the implementation of various County road bond and park bond projects and other County infrastructure projects (the "Services"), as described in the attached Exhibit "A" - Scope of Work. Firm may provide the Services by using Firm personnel or selected independent contractors ("Contractors").

1.2 County will prepare and issue Work Authorizations, in the form identified and attached hereto as Exhibit "B", to authorize the Firm to perform one or more tasks. Each Work Authorization will include a description of the Services to be performed, a description of the tasks, a work schedule or time for completion for the tasks, and a compensation amount agreed upon by the County and Firm. The Work Authorization will not waive the Firm's responsibilities and obligations established in this Agreement. The executed Work Authorization(s) will become part of this Agreement.

1.3 Work included in a Work Authorization must not begin until County and Firm have signed the applicable Work Authorization. All work must be completed on or before the completion date specified in the Work Authorization. The Firm must promptly notify the County of any event which will affect completion of the Work Authorization, although such notification must not relieve the Firm from costs or liabilities resulting from delays in completion of the Work Authorization. Any changes in the Work Authorization must be enacted by a written Change Request before additional work may be performed or additional costs incurred. All Change Requests must be executed by both parties within the period specified for completion in the Work Authorization. The Firm must not perform any proposed work or incur any additional costs prior to the execution, by both parties, of a Change Request.

2. Additional Services and Charges

For the performance of services not specifically described in Exhibit "A" - Scope of Work (sometimes referred to herein as "Additional Services"), County must pay and Firm will receive,

under a negotiated written contract modification, Additional Services compensation based upon the method and rates agreed upon by the parties in the negotiated written contract modification.

Firm will not, however, be compensated for work made necessary by Firm's negligent errors or omissions. In the event of any dispute over the classification of whether services are of the type described in Exhibit "A" - Scope of Work or whether they are Additional Services under this Agreement, the decision of the County will be final and binding on Firm.

It is expressly understood and agreed that Firm must not furnish any Additional Services without the prior written authorization of the County. The County will have no obligation to pay for such Additional Services which have been rendered without the prior written authorization of the County as hereinabove required.

3. Term and Termination

3.1 This Agreement will have an initial term of twelve (12) months commencing as of the date of the last party's execution hereof unless terminated earlier as set out herein. The County reserves the right to extend this Agreement, by mutual agreement of both parties, as it deems to be in the best interest of the County. Any extension of this Agreement will be in twelve (12) month increments for up to an additional twenty-four (24) months, with the terms and conditions remaining the same. The total period of this Agreement, including all extensions, will not exceed a maximum combined period of thirty-six (36) months.

3.2 County may terminate this Agreement, with or without cause, upon not less than ten (10) calendar day's written notice to the Firm. County must pay Firm for all Services performed prior to termination upon the condition that Firm is not in breach of any of the covenants, terms and/or conditions of this Agreement or applicable Work Authorization as of the effective date of termination.

3.3 If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party must deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within ten (10) days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within said ten (10) days, then and in that instance, the said ten (10) day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the Event of Breach within the above referenced ten (10) day period or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party will be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies mentioned hereinafter and/or remedies available under the law, terminate this Agreement.

4. Payment, Interest, Compensation and Taxes

4.1 The Services will be charged to County at the hourly rates set forth below not including travel or other reimbursable expenses. County agrees to pay Firm the fees set forth in each applicable Work Authorization. County will reimburse Firm for reasonable travel and out-of-pocket expenses incurred in the performance of this Agreement; provided, however, all proposed travel and out-of-pocket expenses must be reviewed and approved in writing by County prior to being incurred. County shall not be obligated to pay any travel and out-of-pocket expenses that are incurred by Firm for which County did not consent to in advance and in writing.

Semi-monthly during the performance of the services to be provided under this Agreement and applicable Work Authorization(s), Firm shall submit a sworn statement to the County, along with time sheets detailing hours worked, receipts detailing expenses incurred and other support documentation, in a form acceptable to the Williamson County Auditor, setting forth the services which were completed by Firm during such period, the compensation which is due, plus the amounts payable under Section 2 (Additional Services and Charges) which have not been previously billed or paid. In the event the statement 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 or subconsultants for which the Firm seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the Firm 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.

The County shall review the statements within thirty (30) days of receipt and approve them with such modifications, if any, as it deems appropriate. The County shall pay each statement within thirty (30) days after the County's approval; provided, however, that the approval or payment of any statement shall not be considered to be evidence of performance by the Firm to the point indicated by such statement or of receipt or acceptance by the County of the services covered by such statement.

4.2 **Interest and Late Payments.** 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/application for payment submitted by Firm, County shall notify Firm of the error not later than the twenty first (21st) day after the date County receives the invoice/application for payment. If the error is resolved in favor of Firm, Firm shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by Firm beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the County, Firm shall submit a corrected invoice/application for

payment 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/application for payment is not paid by the appropriate date.

4.3 The maximum amount payable for the performance of all Services and the reimbursement of all expenses under this Agreement, without written modification, must not exceed $ _____ ("Not to Exceed Amount"). Any amounts paid or payable will be paid pursuant to a validly issued Work Authorization or Change Requests related thereto. In no event may the aggregate amount of compensation and reimbursement authorized under Work Authorizations and Change Requests exceed the Not to Exceed Amount.

4.4 The hourly rates shall be as follows:

Project Manager	$150.00
Public Involvement Specialist	$150.00
Public Involvement Account Executive	$125.00
Administrative	$ 25.00

Note 1 : Hourly rates include office overhead, employee salary and benefits, and company profits.

Note 2: Hourly rates are applicable during the entire term of this Agreement.

4.5 County agrees to pay the amount of any sales, value added, use, excise or similar taxes applicable to the performance of the Services, if any, or County shall provide Firm with a certificate acceptable to the taxing authorities exempting County from payment of such taxes.

5. Confidential Information

5.1 To the extent authorized by law, any business, operational, commercial, financial or technical information furnished by Firm to County under this Agreement will remain Firm's property, will be deemed proprietary, will be kept confidential to the extent allowed by law, and will be promptly returned at Firm's request. Except as otherwise required by law, County may not disclose, without Firm's written permission, any such information or data to any third party, or use such information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this section will survive the cancellation, termination, or completion of this Agreement.

5.2 To the extent authorized by law, any business, operational, commercial, financial or technical information provided by County to Firm will remain County's property, will be deemed

proprietary, will be kept confidential, and will be promptly returned at County's request. Firm may not disclose, without County's written permission or as required by law, any such information or data to any third party, or use such information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section will survive the cancellation, termination, or completion of this Agreement.

5.3 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 will not be of any 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 information furnished to County as to whether or not the same must be made available to the public. It is further understood that County, its 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 Firm for the disclosure to the public, or to any person or persons, of any items or information furnished to County by Firm in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

6. Relationship between the Parties

Each party to this Agreement, 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.

7. Indemnification

FIRM AGREES TO **INDEMNIFY, DEFEND AND HOLD HARMLESS** COUNTY, ITS OFFICIALS, AGENTS, EMPLOYEES, OFFICERS, AND REPRESENTATIVES FROM EVERY PENALTY, CAUSE OF ACTION, CLAIM, LOSS, COST, DAMAGE, REASONABLE ATTORNEY'S FEES, LIEN AND/OR EXPENSE ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT BY FIRM OR FIRM'S CONTRACTORS, AGENTS, EMPLOYEES, OFFICERS, OR REPRESENTATIVES. COUNTY SHALL NOT BE LIABLE FOR DAMAGES TO FIRM ARISING FROM ANY ACT OF ANY THIRD PARTY. FIRM FURTHER AGREES TO **INDEMNIFY, DEFEND AND SAVE HARMLESS** COUNTY FROM AND AGAINST ALL CLAIMS OF WHATEVER NATURE ARISING FROM ANY NEGLIGENT ACT, OMISSION OR NEGLIGENCE OF FIRM, OR FIRM'S CONTRACTORS, AGENTS, SERVANTS, OR EMPLOYEES, OR ARISING FROM ANY ACCIDENT, INJURY, OR DAMAGE WHATSOEVER CAUSED TO ANY PERSON OR TO THE PROPERTY OF ANY PERSON OCCURRING DURING THE TERM OF THIS AGREEMENT, OR ARISING FROM ANY ACCIDENT, INJURY, OR DAMAGE OCCURRING ON COUNTY'S PREMISES.

THE LIMITS OF INSU RANCE REQU IRED IN THIS AGREEMENT AND/OR AGREEMENT EXHIBITS SHALL NOT LIMIT TH E FIRM'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT AND/OR AGREEMENT EXHIBITS 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 THE FIRM IS NOT LEGALLY LIABLE, THE FIRM'S OBLIGATIONS SHALL BE REDUCED IN PROPORTION TO THE COUNTY'S FAU LT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEN D TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIIS INDEMN ITY OBLIGATION.

8. Change Requests

County or Firm may request changes to the Services to be performed under an applicable Work Authorization by written notice ("Change Requests"). The nature of these changes include, but are not limited to, additions to or deletions from any services, changes to the schedule or changes to key final decisions, or, any extra work by Firm necessitated by County not meeting its obligations or preventing Firm from meeting its obligations.

All Change Requests shall be subject to the following terms:

i. Disputes regarding Change Requests shall be handled pursuant to applicable dispute resolution section contained herein below;

ii. Each Change Request relating to any Services and referencing this Agreement shall be deemed a separate Agreement incorporating all of the terms and conditions of this Agreement;

iii. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of any Change Request, the terms and conditions of this Agreement shall control.

9. Dispute Resolution/Mediation

The parties to this Agreement will work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, will conduct the mediation under the then current rules of the AAA. Any mediation under this Agreement shall be conducted in Williamson County, Texas. All costs involved in the mediation shall be borne equally between the parties,

except that each party shall bear its own attorneys' fees. Nothing herein is intended to prevent either party from seeking any other remedy available hereunder or at law, including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.
The parties hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

10. Insurance Requirements

Firm shall maintain in full force and effect worker's compensation insurance, professional liability insurance, and general liability insurance during the entire term of this Agreement, in the amount set forth in Exhibit "C" - Insurance Requirements, and shall instruct and authorize insurer to immediately notify County directly in the event that any said policy coverage is changed or terminated. The insurance required under this provision shall be purchased from a reliable company licensed or authorized to do business in Texas. Proof of required insurance shall be submitted on Certificate(s) of Insurance and Endorsement(s) issued to County, as required in Exhibit "C".

Firm shall require that any and all other contractors and/or consultants engaged or employed by Firm carry and maintain the same insurance and coverages in relation to the services to be rendered by such contractors and/or consultants. Firm shall submit to County proof of such insurance. The maintenance in full current force and effect of such form and amount of insurance, in such amount as County shall have accepted, shall be a condition precedent to the Firm's exercise or enforcement of any rights under this Agreement. The insurance policies shall incorporate a provision requiring written notice to the County at least ten (10) calendar days prior to any cancellation, non-renewal or material modification of the policies.

11. General

11.1 Days. All references to a "day" in this Agreement shall mean a calendar day unless otherwise specified.

11.2 Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

11.3 Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault

or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

11.4 Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

11.5 Successors and Assigns; Assignment. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns. No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement.

11.6 No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

11.7 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, 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.

11.8 County's Right to Audit. Firm 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 Firm which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Firm agrees that County shall have access during normal working hours to all necessary Firm 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 Firm reasonable advance notice of intended audits.

11.9 Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Firm understands and agrees that the County's payment of amounts under this Agreement is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in

the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

11.10 Conflicting Terms. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of a Work Authorization issued under this agreement, the terms and conditions of this Agreement shall control.

11.11 Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

11.12 Entire Agreement. This Agreement incorporates all of the following: 1) the contract; 2) RFP #1602-055; 3) Respondent's Response to RFP #1602-055; 4) the SOW exhibit; and 5) the Williamson County Travel & Reimbursement Policy (if applicable), and any Work Authorization attached hereto or subsequently approved by the parties) represents the entire agreement between the parties and supersedes any and all prior or contemporaneous agreements or representations. This Agreement may not be modified or amended except in a writing signed by an authorized representative of each party. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT. It is agreed that the terms of this Agreement shall supersede the preprinted terms in any County purchase order or other ordering document.

WITNESS WHEREOF each County and Firm has caused its authorized representatives to execute and deliver this Agreement effective as of the date which this agreement is last signed below.

BUIE & CO., LLC

BY: _____

NAME: Jed Buie

TITLE: President, Buie & Co., LLC

DATE: May 18, 2016

WILLIAMSON COUNTY, TEXAS

BY: _____
Dan A. Gattis,
Williamson County Judge

DATE: 05-27, 2016

EXHIBIT "A"
SCOPE OF WORK

The following describes the Services that shall be provided and accomplished by Firm pursuant to the terms and conditions of the Agreement:

Materials Development

- Frequently-Asked-Questions Documents and Project Fact Sheets
- Project Aerials and Typical Sections
- Web site
- Stakeholder Database
- Hotline Phone Number
- E-mail Address for Information
- E-mail Template for Progress Updates
- Newsletters
- Team Contact Cards

Database Management

- Businesses
- Impacted property owners
- Chambers of commerce and economic development groups
- Neighborhood associations
- Municipal utility districts
- Schools
- Hospitals
- Environmental community

Public Involvement, Community Relations and Outreach

- Open Houses
- Neighborhood Meetings
- One-on-One Meetings with Stakeholders
- Public Meetings (as necessary)
- Homeowners' Association Newsletters (and other organizations)
- Regular Project Updates (to our database)
- Community Briefings (social and/or civic clubs)

Media Relations Support

- Press Releases
- News Conferences
- Regular Media Updates
- Proactive Story Queue Development

- Reactive Media Protocol
- Feature Stories
- Opinion Editorials
- Letters to the Editor

Special Event Support

- Groundbreakings
- Grand Openings
- Other Events for Celebration

Client Service

- Meetings with Judge and Commissioners as necessary
- Standing meetings with Connie Watson and Bob Daigh
- Regular meetings with GEC

EXHIBIT "B"

Work Authorization No._____(TEMPLATE)

This Work Authorization ("WA") is made pursuant to the terms and conditions of the Public Involvement Services Agreement executed by and between Williamson County, Texas ("County") and, Buie and Co., LLC ("Firm") on _____ _____, 2016 (the "Agreement") and describes the particular Services that shall be provided to County by Firm hereunder.

1. **Primary Services to Be Provided by Firm to County:**

   Firm shall provide the following Services to County:

   _____
   _____
   _____
   _____

2. **County's Responsibilities (if applicable):**

   County shall provide the following:

   _____
   _____
   _____
   _____

3. **Compensation Specific to this WA:**

   The maximum amount of compensation payable for Services under this WA without modification is $ _____.

4. **Expenses Specific to this WA (if applicable):**

   The County will pay the Firm up to a maximum amount of $ _____ for expenses actually incurred during the performance of the Services to be performed under this WA.

5. **Payment Terms:**

   All invoices are due and payable in accordance with the terms of the Agreement.

6. **Time for Performance Specific to this WA:**

   The Services to be performed under this WA shall be completed on or before _____ _____, 2016

7. **Incorporation by Reference; Conflicting Terms and Conditions:**

   All terms and conditions of the Agreement are hereby incorporated herein by reference as

though they were fully set forth herein. To the extent that any of the terms and conditions of the Agreement conflict with the terms and conditions of this WA, the terms and conditions of the Agreement shall control unless this WA specifically states that the parties intend to modify a specific terms or condition of the Agreement.

WITNESS WHEREOF each County and Firm has caused its authorized representatives to execute and deliver this WA effective as of the date which this WA is last signed below.

BUIE & CO., LLC

BY: _____

NAME: Jed Buie

TITLE: President, Buie & Co., LLC

DATE: May 18, 2016

WILLIAMSON COUNTY, TEXAS

BY: _____
Dan A. Gattis,
Williamson County Judge

DATE: 05-27, 2016

EXHIBIT "C"

INSURANCE REQUIREMENTS

During the term of the Agreement, Firm agrees to provide and maintain the following insurance:

A. Worker's Compensation in accordance with statutory requirements.

B. 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, including coverage on same for independent subcontractor(s).

C. 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. Firm shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.

D. Errors and Omissions Insurance in the amount of $1,000,000.00 per claim.

Firm shall be responsible for payment of premiums for all of the insurance coverages required under this section. Firm further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Firm is responsible hereunder, Firm shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $75,000 in the Firm's insurance must be declared and approved in writing by County in advance.

Firm shall not commence any field work under this Agreement until he has obtained all required insurance and such insurance has been approved by County. Firm shall not allow any subcontractor(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 Firm hereunder.

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. Firm shall furnish County with a certification of coverage issued by the insurer. Firm shall not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSU RANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) CALENDAR DAYS AFTER COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER. WILLIAMSON COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

It is the intention of the County and agreed to and hereby acknowledged by the Firm, that no provision of this Agreement shall be construed to require the County to submit to mandatory arbitration or mediation 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 or mediation of such claim, or as otherwise required by law or a court of law with jurisdiction over the provisions of this Agreement.