TRANSPORTATION INFRASTRUCTURE FUND
PROJECT DELIVERY SERVICES

THIS AGREEMENT, MADE THIS 29 DAY OF July, 2014 BY AND BETWEEN TOM GREEN COUNTY, TEXAS, hereinafter referred to as the Client, and GRANTWORKS, INC., Austin, Texas, hereinafter referred to as the Consultant, procured in conformance with Texas Government Code Chapter 2254, Subchapter A, "*Professional Services.*"

I. SCOPE OF BASIC SERVICES

Consultant agrees to render Client project delivery services for Client's County Transportation Infrastructure Fund (TIF) Grant Program Contract Number CTIF-01-226 (the "Contract"), as administered by the Texas Department of Transportation (the "Department"), as described in the provisions titled, "Part III, Scope of Basic Services" and attached hereto and incorporated by reference herein (the "Services").

II. TIME OF PERFORMANCE

The time of services of Consultant shall commence no earlier than upon receipt by the Client of an executed Contract between the Client and the Department. In any event, Consultant shall use commercially reasonable efforts to perform all services required and performed hereunder until the project is administratively closed, as defined by Department.

III. COMPENSATION AND METHOD OF PAYMENT

For and in consideration of the foregoing, Client agrees to pay Consultant a base fee of Forty Thousand Four Hundred Sixty Four and no/100 Dollars ($40,464.00) in accordance with the following Fee Schedule.

Tasks and Deliverables on a Project-Specific Basis	Aggregate Fee*
Environmental Compliance Review, Report and Certification	$ 8,093
Pre-Construction Services (Bid/Contract, Procurement, Equipment Rates)	$ 4,046
Pre-Construction TIF Certification with related documentation (Form 2)	$ 4,046
Construction Services (Force Account, Labor Standards)	$ 10,116
TIF Billing Summaries/Invoices, Periodic TIF Certification (Form 1)	$ 4,046
Track Project Budgets/Update List of Transportation Infrastructure Projects	$ 4,046
Documentation of Design Standards & Criteria Conformance	$ 2,023
Post-Construction TIF Certification with related documentation (Form 3)	$ 4,046
Contract Amount	**$ 40,464**

*The fee for each task will be prorated to each Project's share of the total budgeted construction costs.

IV. CHANGES AND AMENDMENTS

The Client may, from time to time, request changes in the scope of services of the consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, must be mutually agreed upon by and between the Client and the Consultant and shall be incorporated in written amendments to this Agreement. If a change is requested but the parties cannot agree on the specific terms of such change, the parties may mutually agree to terminate this Agreement. Absent such agreement to terminate, the Agreement will continue without the change.

V. ASSIGNABILITY

Neither party shall assign any interest in this Agreement or transfer any interest in the same, without the prior written consent of the other party, not to be unreasonably withheld, provided, however, that claims for money by the Consultant from the Client under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished reasonably promptly to the Client.

VI. RECORDS AND AUDITS

During the term of this Agreement, the Consultant shall assist the Client in maintaining fiscal records and supporting documentation for all expenditures of funds made under the Contract. Such records must include data on racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under the Contract. Client shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Contract or the period required by other applicable laws and regulations.

VII. MISCELLANEOUS PROVISIONS

A. Governing Law. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in the county in which Client's primary office is located.

B. Binding Effect; No Third Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors and permitted assigns. This Agreement does not, and is not intended to confer any rights or remedies to any person other than the parties to this Agreement.

C. Severability. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

D. Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursement in addition to any other relief to which such party may be entitled.

E. Provision of Information. It is agreed that all information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work outlined in this Agreement shall be furnished to the Consultant by the Client and its agencies. No charge will be made to Consultant for such information and the Client and its agencies will cooperate with Consultant in every way possible to facilitate the performance of the work described in this Agreement.

F. Primary Contact. The Client's contact person with the Consultant shall be the County Judge.

G. Waiver of Consequential Damages. Neither party will be liable to the other party or any other person or entity for any special, incidental, indirect, consequential, punitive or exemplary damages arising out of or relating to this Agreement, regardless of the form of action and whether or not such party has been informed of or otherwise might have anticipated the possibility of such damages.

H. Limitation of Liability. Each party agrees that, regardless of the type, nature or number of causes of action or claims by the Client (including without limitation claims for indemnity under this Agreement) or any third party claiming by, through or under the Client, the maximum amount of damages, individually or in the aggregate, that either party will be liable for or can be required to pay to the other or any other claimant is the amount of fees to be paid to the Consultant by the Client under this Agreement. The parties agree that this limitation of damages is reasonable and acknowledge that but for this limitation, neither party would enter into this Agreement.

I. Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties with regard to contemporaneous understandings or written or oral agreements between the parties respecting the subject matter of this Agreement.

J. Negotiated Terms. The parties agree that the terms and conditions of this Agreement are the result of negotiations between the parties and that this Agreement shall not be construed in favor of or against either party by reason of the extent to which such Party or its professional advisors participated in the preparation of this Agreement.

K. Ownership of Work. The parties agree that the Consultant retains all ownership rights to forms, reports, and other documents produced in whole or in part under this Agreement until such documents are completed as contemplated under this Agreement and placed in the official Contract record or submitted as final documents to the Client or the Department. Consultant shall retain all ownership rights to templates, internal tracking systems, and other documents produced by Consultant that have a common use applicable to multiple clients and are not produced specifically for the Client under this Agreement.

L. Alternative Dispute Resolution. The parties hereto agree to resolve all disputes arising hereunder in accordance with this section. If a dispute arises out of or relates to this Agreement or any alleged breach hereof, the party desiring to resolve such dispute shall deliver a written notice of the dispute, including the specific claim in the dispute to the other party. Following the delivery of such notice, the parties involved in the dispute shall meet at least twice within the thirty (30) day period commencing with the date of the notice and in good faith shall attempt to resolve such dispute through negotiation. If any dispute is not resolved or settled by the parties as a result of such negotiation, the parties in good faith shall submit the dispute to non-binding mediation before a retired judge of a federal district court or Texas district court or a similarly qualified, mutually agreeable individual in Austin, Texas. The parties shall bear the costs of such mediation equally. If the dispute is not resolved through such mediation, either party may proceed to file suit.

M. Force Majeure. A "Force Majeure Event" means any event or cause beyond a party's reasonable control (including without limitation, construction delays, fire, flood, rain, weather, casualty, explosions, damage by third parties whether negligently or intentionally caused, strikes, work stoppages, picketing, acts of God or other casualties, or the laws or actions of any governmental authority), as a result of which at any time a party is unable to perform any of its obligations under this Agreement. If a Force Majeure Event occurs during the term of this Agreement that prevents the Consultant from performing its obligations hereunder, the Consultant and the Client will in good faith mutually agree on one of the following alternatives: (1) extend the time for performance, or (2) terminate this Agreement and, as mutually agreed, cause the payment to Consultant of fees not yet paid for services performed prior to the occurrence of the Force Majeure Event or cause the refund to Client of fees previously paid for services that were not performed prior to the occurrence of the Force Majeure Event.

VIII. TERMS AND CONDITIONS

This Agreement is subject to the provisions titled "Part II Terms and Conditions" and "Part III Scope of Basic Services," which each are attached hereto and hereby are incorporated by reference.

IN WITNESSETH HEREOF, the Client and the Consultant have executed this Agreement as of the date indicated above.

GrantWorks, Inc.
2201 Northland Drive
Austin, TX 78756

BY: [signature]
Bruce J. [illegible]
President

Tom Green County, Texas
112 West Beauregard
San Angelo, TX 76903

BY: [signature]
Stephen C. Floyd
County Judge

ATTEST:

BY: [signature]
Elizabeth McGill, County Clerk

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AGREEMENT FOR PROJECT DELIVERY SERVICES (TXDOT)
PART II TERMS AND CONDITIONS

1. PERSONNEL. *The Consultant represents it has or will secure at its own expense, all* personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Client. The Consultant may subcontract any of the work or services covered by this Agreement, provided that (a) any subcontracted work or services must be the subject of a written approval written contract or agreement, (b) the Consultant shall be responsible to Client for the acts or omissions of any such subcontractor, and (c) such subcontractors shall be subject to the requirements of the program.

2. REPORTS AND INFORMATION. The Consultant, at such times and in such forms as the Client may reasonably require, shall furnish the Client periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

3. FINDINGS CONFIDENTIAL. All of the reports, information, data, etc., prepared or assembled by the Consultant under this Agreement are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the Client except where required by law or by court order.

4. COMPLIANCE WITH LOCAL LAWS; INDEMNIFICATION. Consultant shall comply with the requirements of all applicable laws, rules and regulations, and shall, indemnify, and hold harmless the Client from and against them, and shall indemnify and hold harmless the Client from and against liability for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws associated solely with Consultant's performance of the services required to be performed by Consultant under this Agreement.

5. TERMINATION OF AGREEMENT FOR CAUSE. If the Consultant shall fail to fulfill in a timely and proper manner his/her obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the Client shall provide written notice to Consultant reasonably specifying the failure or violation. If Consultant fails to cure such failure or violation within five (5) business days of receiving such notice or, if the failure or violation is incapable of cure within such time frame, to begin to take actions to cure such failure or violation and to diligently pursue them to completion, Client thereupon shall have the right to terminate this Agreement immediately by giving written notice to the Consultant. Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

6. TERMINATION OF AGREEMENT FOR CONVENIENCE. Either the Client or the Consultant may terminate this Agreement at any time by providing at least ten (10) days notice in writing to the other party to this Agreement. If the Agreement is terminated as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date. In such event, all finished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Agreement shall, at the option of the Client, become its property.

7. INTEREST OF MEMBERS OF CLIENT. Client agrees that no member of its governing body, no other public official of Client, and no other officer, employee, or agent of the Client who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement, and Client shall take appropriate steps to assure compliance with this requirement.

8. INTEREST OF CONSULTANT AND EMPLOYEES. The Consultant covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein

or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Consultant to perform services under this Agreement.

9. INSURANCE: During the term of this Agreement Consultant shall maintain at its own expense the required general liability and worker's compensation for personnel assigned to the project and automobile insurance for any vehicles used for the project in the amounts of:

Worker's Compensation – Statutory Amount
Employer's Liability - $500,000.00

Commercial General Liability
Personal injury and property damage:
$1,000,000.00 combined single limit each occurrence and
$2,000,000.00 aggregate

Business Automobile Liability for all vehicles
Bodily Injury and property damage:
$500,000.00 combined single limit any one accident

10. STATUTORY COMPLIANCE. During the term of this Agreement, the parties shall comply with all laws, regulations, and rules including the following:

A. *CIVIL RIGHTS ACT OF 1964. Under Title VI of the Civil Rights Act of 1964*, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

B. EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this Agreement, the Consultant agrees as follows:

i. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Client setting forth the provisions of this nondiscrimination clause.

ii. The Consultant will, in all solicitation or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.

iii. The Consultant will cause the foregoing provisions in this Section 11 to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

iv. The Consultant will include the provisions i. through iii. in every subcontract or purchase order unless exempted.

C. UNIFORM GRANT MANAGEMENT STANDARDS. Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter I (UGMS) shall govern all work covered by this Agreement. State

agencies are required to adhere to the UGMS when administering grants and other financial assistance agreements with cities, counties and other political subdivisions of the state. A state agency must expend and account for grant funds in accordance with state laws and procedures for expending and accounting for its own funds. Fiscal control and accounting procedures of the state, as well as its subgrantees, must be sufficient to:

(1) Permit preparation of reports required by the UGMS and the statutes authorizing the grant; and

(2) Permit the tracing of funds to a level of expenditures adequate to establish that such funds have not been used in violation of the restrictions and prohibitions of applicable statutes.

D. COST PRINCIPALS FOR STATE, LOCAL, AND INDIAN TRIBAL GOVERNMENTS. OMB Circular A-87 applies to all work covered by this Agreement.

E. COUNTY TRANSPORTATION INFRASTRUCTURE FUND. Texas Administrative Code, Title 43, Part 1, Chapter 15, Subchapter O applies to all work covered by this Agreement as does all Implementation Guidance, Frequently Asked Questions, and related guidance provided by the Texas Department of Transportation from time to time.

AGREEMENT FOR PROJECT DELIVERY SERVICES
PART III SCOPE OF BASIC SERVICES

All tasks will be completed on a per-project basis for projects included in the County's List of Transportation Infrastructure Projects.

- Complete project environmental review and compliance activities (any archeological services are outside the scope of this agreement).
- Complete any necessary project acquisition activities in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and Texas Landowners Bill of Rights (Texas Government Code Sec. 402.031 and Chapter 21 of the Texas Property Code)
- Provide labor standards compliance for all contracted work in conformance with Texas Government Code Title 10, Chapter 2258 including on-site employee interviews, review of all contractor payrolls, wage determination, calculation of wage restitution, etc.
- Assist in procurement of construction services, materials, rental/lease equipment, professional design services, or other items needed to implement the TIF projects including bid documents, notices and contracts—may include multiple bids for contracted work for various projects
- Coordinate HUB program requirements
- Assist with documentation of any project-related force account (county crew and equipment) hours and costs—requires on-site meetings with county commissioners and staff, access to Rental Rate Blue Book for equipment
- Assist in compilation of data for county owned equipment used for each project.
- Review of all contractor or materials invoices for compliance with local financial reporting requirements
- Assist in preparing TIF Billing Summaries and Invoices for reimbursement requests and in determining whether costs are eligible for reimbursement
- Assist in preparing Certifications and back-up documents related to individual projects for signature by local officials
- Assist with quality assurance documentation for compliance with County Design Criteria and Specifications (photographs, measurements, records)—requires on-site visits during construction
- Provide reports for Commissioners Court regarding project status
- Coordinate with county financial officers and staff on project-specific cost accounting and tracking
- Assist in preparation of amendments to TxDOT Agreement and revisions to List of Transportation Infrastructure projects as needed
- Other project delivery services as may be required to implement the County's TIF grant program.

Additional General Terms Regarding Third-Parties

Assistance by Consultant with (1) verification of construction contractors or other service contractors, (2) selection of bid award winners, or (3) any other activity relating to contractors, subcontractors, bid award winners or any other third party not directly engaged through a written agreement with Consultant to provide services required to be provided by Consultant under this Agreement (collectively "Third Party Service Providers") or is not intended to be and shall not be construed as an endorsement, representation or warranty by Consultant of any kind relating to such Third Party Service Providers or of the quality of such Third Party Service Providers' work, and all such endorsements, representations or warranties hereby are expressly disclaimed.