

STATE OF TEXAS
COUNTY OF WALLER

**AGREEMENT BY AND BETWEEN THE COUNTY OF WALLER, TEXAS
AND COMMON DATA SOLUTIONS, LLC DOING BUSINESS AS
FIRSTSTEP MANAGEMENT TECHNIQUES, LLC FOR COUNTY-WIDE
ROAD ASSESSMENT SERVICES**

This Agreement for county-wide road assessment services ("Agreement") is entered into on the date of the last signature affixed hereto ("Effective Date") by and between Waller County, Texas ("County"), a political subdivision of the State of Texas, and Common Data Solutions, LLC doing business as FirstStep Management Techniques, LLC ("Contractor"), an Arkansas limited liability company with its principal place of business at 12909 Triston Ln, Farmington, Arkansas 72730, (referred to individually as Party and collectively as "Parties").

WHEREAS, the County desires to obtain professional services for assessing the pavement conditions of and mapping all County maintained roads;

WHEREAS, the Contractor has a professional staff that is experienced and qualified to provide professional services related to assessing road pavement conditions, and will provide the services as specified below and for the price provided herein, which County and Contractor determined to be a fair and reasonable price;

WHEREAS, the County and Contractor have the intent to comply with all applicable laws relative to performance of this Agreement; and

WHEREAS, the County and Contractor desire to enter into this Agreement to clarify and make explicit the rights, duties, and responsibilities between the Parties;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties mutually agree as follows:

SECTION 1. AGREEMENT

- 1.1 Services to be Provided: The Contractor shall provide road pavement assessment and related services as provided in the Contractor's proposal ("Proposal") attached hereto as Exhibit A. Contractor shall provide the goods and services in accordance with this Agreement.
- 1.2 Contract Documents: The following documents constitute the "Contract Documents":
 - a. This Agreement;
 - b. The Proposal, attached hereto as Exhibit A.

All of the documents referred to in this Section 1.2 are incorporated by reference and made a part of this Agreement for all purposes as though each were written word for word in this Agreement.

In interpreting this Agreement and resolving any ambiguities, the Contract Documents shall be given precedence in the following order: 1) this Agreement, 2) the Proposal.

1.3 Additional Terms and Conditions: The terms and conditions in this Agreement apply to this Agreement, and are controlling over any other Contract Document.

SECTION 2. DESIGNATED REPRESENTATIVES

2.1 County's Designated Representatives: The County designates the County Engineer as the Designated Representative with regard to the goods and services to be provided under this Agreement.

2.2 Contractor's Designated Representatives: Contractor designates NAME-Mike Morgan, Program Manager as its Designated Representative with regard to the goods and services to be provided under this Agreement.

2.3 Changes to Designated Representatives: Either Party may change its Designated Representative(s) by providing written notice to the other Party.

SECTION 3. CONTRACTOR'S OBLIGATIONS

3.1 Scope of the Work: Contractor shall perform the services as provided in the Proposal on the entirety of the County's road inventory, which includes all roads maintained by the County, whether paved or unpaved. The County's road inventory is approximately five hundred and fifty (550) miles of maintained roadways.

3.2 Contractor's Performance: Contractor shall be responsible for conducting its activities in order to achieve the performance of the Agreement. Contractor shall furnish all labor, equipment, fuel, supervision, and any other item or service necessary to provide the goods and services specified in the Proposal in accordance with the terms and conditions of this Agreement.

3.3 Conference and Cooperation: Contractor shall confer with the County on an as needed basis to ensure the goods and services are satisfactory, and to make any necessary or requested adjustments. Contractor shall cooperate at all times with the County, and other contractors providing services to the county to maintain maximum efficiency.

3.4 Necessary and Qualified Staff: Contractor shall provide necessary staff and equipment to provide the goods and services, and shall be responsible for any cost associated with implementing this Agreement. Contractor agrees to employ, maintain, and assign a sufficient number of competent and qualified personnel to provide the goods and services required by this Agreement. Contractor shall ensure its employees, staff, agents, and representatives provide the goods and services in a safe manner. The County shall not be responsible for any injury incurred or caused by an employee, member of staff, agent, or representative of Contractor during the performance of this Agreement.

3.5 Performance Warranty: Contractor represents and warrants to County that it has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession, and will perform the services in accordance with the highest professional standards. All services will comply with applicable industry standards.

3.6 Materials and Equipment: all materials, parts, and equipment, necessary in the course of the performance of this Agreement shall be provided by the Contractor, and shall be in proper working condition.

- 3.7 Compliance With Applicable Law: Contractor shall comply with all applicable laws, statutes, ordinances, rules, regulations, standards, codes, and executive orders of the federal, state, and local government, which may affect performance of this Agreement. All employees performing work on County property shall be appropriately licensed.
- 3.8 Risk of Loss: Contractor shall be responsible for any damage or loss to County property caused by any of its employees, staff, agents, or representatives.
- 3.9 Third-Party Property Damage: Contractor shall be responsible for any damages or losses it, or any of its employees, staff, agents, or representatives, cause to third-parties in the performance of this Agreement.
- 3.10 Time for Performance: Contractor shall begin performance of the work within one week of receiving a written notice to proceed from the County's Designated Representative, and shall fully complete the work within 90 days of beginning the work. Time is of the essence in the performance of the work contemplated by this Agreement.

SECTION 4. CONTRACT PRICE

- 4.1 Contract Price: In consideration of the goods and services to be provided by the Contractor under the terms of this Agreement, the County shall pay Contractor a fee for goods actually provided and services actually performed in an amount not to exceed fifty thousand (\$50,000.00). This sum shall be a fixed fee for the provision of the goods and services contemplated by this Agreement, and shall be paid as a lump sum only upon full completion of the work contemplated herein.
- 4.2 Payment: The County agrees to pay Contractor for goods and services in the amount identified in Section 4.1 upon completion of the services and acceptance of the work performed, and according to the terms and conditions of this Agreement. The County shall pay all valid invoices in accordance with Texas Government Code Chapter 2251. The County will not pay an invoice in full if there is a dispute about the accuracy of the invoice.
- 4.3 Right to Withhold Payment: The County may withhold or nullify the whole or part of any payment to Contractor to such extent as the County deems necessary in the event that:
 - a. Work is not performed in accordance with the Contract Documents, and the defective performance is not remedied as required by the County and in the timeframe required by the County;
 - b. The work performed is not to the satisfaction of the County, and the Contractor does not remedy the work performed to the satisfaction of the County;
 - c. Contractor or its employees, staff, agents, or representatives cause damage to County property; or
 - d. There is reasonable evidence that the work cannot be completed within the time specified in this Agreement;
- 4.4 Right to Setoff: Notwithstanding anything to the contrary in this Agreement, and without prejudice to any other right or remedy the County has or may have, the County may set off or recoup any amount it owes to Contractor against any amount for which the County determines in good faith that Contractor owes the County.

SECTION 5. TERM AND TERMINATION

- 5.1 **Agreement Term:** The term of this Agreement shall begin on the Effective Date, and continue until terminated in accordance with Section 5.2.
- 5.2 **Automatic Termination:** This Agreement shall automatically terminate upon complete performance of the terms and conditions of the Agreement by each Party, or otherwise in accordance with its terms.
- 5.3 **Termination for Failure to Perform:** Either Party may terminate this Agreement if the other Party fails to perform in accordance with the terms of this Agreement, provided that the failure to perform is at no fault of the terminating Party. Contractor shall be responsible for any expenses it incurs after the date of termination.
- 5.4 **Termination for Insolvency and Bankruptcy:** The County, in its sole discretion, may immediately terminate this Agreement without notice and without the opportunity to cure if Contractor, or any of its parent or subsidiary business entities responsible for providing services under the Agreement become insolvent or files any petition for bankruptcy.
- 5.5 **Termination for Cause or Convenience:** The County may terminate this Agreement for cause or convenience, and without penalty, by providing written notice to the Contractor in accordance with Section 5.6. The notice must state the reasons for such termination. Contractor must cease performance of any services immediately upon receiving written notice.
- 5.6 **Notice of Termination:** The terminating Party shall provide 10 days written notice of termination to the other Party as provided in Section 16.18.
- 5.7 **Opportunity to Cure:** A Party receiving notice of termination for failure to perform in accordance with the terms of this Agreement shall have the opportunity to cure its failure to perform beginning on the day of its receipt of the written notice, and continuing for 10 calendar days thereafter. The cure, if made, shall be to the terminating Party's satisfaction. If no cure is made, the Agreement will terminate on the date specified in the written termination notice, or if no date is specified, on the 10th calendar day after the date of receipt of the notice, unless otherwise agreed in writing by the Parties.
- 5.8 **Termination Without Penalty:** Contractor shall not be entitled to any damages, whether direct or indirect, should the County choose to exercise its option to terminate.

SECTION 6. NO EXCLUSION OR PAYMENT

- 6.1 **No Exclusion or Payment:** Contractor understands and agrees that this Agreement does not create an exclusive right for Contractor to provide the services contemplated by this Agreement.

SECTION 7. RECORDS AND AUDITS

- 7.1 **Records and Audits:** The County and the Waller County Auditor shall have access to and the right to examine any directly pertinent books, documents, papers, and records of Contractor involving transactions relating to this Agreement. The County shall give Contractor reasonable advance notice of intended inspections or audits. Contractor shall maintain records necessary for the County or the County Auditor to complete an audit, and to comply in all respects with any request by the County or the County Auditor for records

and documents for the purpose of performing an audit.

SECTION 8. INTERPRETATION

8.1 Interpretation: This Agreement controls over any other document, proposal, order form, purchase order, terms, or conditions in regard to the goods and services to be provided hereunder. In the event of any disputes over the meaning or application of this Agreement, it shall be interpreted fairly and reasonably, and neither more strongly for nor against either Party.

SECTION 9. SITE INSPECTION AND COORDINATION

9.1 Equipment Inspection and Coordination: Contractor represents that Contractor is thoroughly acquainted with all matters relating to the performance of this Agreement. All goods and services provided under this Agreement shall be coordinated under, and performed to the satisfaction of the County or the Designated Representative.

SECTION 10. NO DISCLAIMER OF WARRANTIES

10.1 No Disclaimer of Warranties: Contractor shall not disclaim any warranty provided by law. All warranties shall survive the termination of this Agreement.

SECTION 11. PERMITS; COMPLIANCE WITH LAWS AND REGULATIONS.

11.1 Permits; Compliance with Laws and Regulations: Contractor shall possess or obtain any applicable permits required by municipal ordinance, county ordinance, or state or federal law for the provision of the goods and services prior to executing this Agreement. Contractor shall perform its obligations pursuant to this Agreement in accordance with all federal, state, and local statutes, ordinances, laws, regulations, and executive, administrative, and judicial orders applicable to the services to be performed.

SECTION 12. INDEPENDENT CONTRACTOR.

12.1 Independent Contractor: In performing the services under this Agreement, Contractor and its employees are independent contractors. Contractor shall exercise independent judgment in performing its duties under this Agreement, in cooperation with the County, and is solely responsible for setting working hours, scheduling or prioritizing its work flow, and determining how the work is to be performed. No term or provision of this Agreement or act of the Contractor in the performance of this Agreement shall be construed as making Contractor or its employees an agent, servant, or employee of the County in any capacity or form.

SECTION 13. INDEMNITY.

13.1 **INDEMNITY: CONTRACTOR, ITS OFFICERS, DIRECTORS, PARTNERS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNS, VENDORS, GRANTEEES, AND/OR TRUSTEES (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION), AGREE TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE COUNTY AND ITS OFFICERS, OFFICIALS, DEPARTMENT HEADS, REPRESENTATIVES, AGENTS, AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "COUNTY" FOR PURPOSES OF THIS SECTION) FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, INJURIES – INCLUDING DEATH**

– LIABILITIES, AND EXPENSES (INCLUDING ATTORNEY’S FEES AND COSTS OF DEFENSE) ARISING DIRECTLY OUT OF OR RESULTING FROM THE OPERATION OR PERFORMANCE OF CONTRACTOR UNDER THIS AGREEMENT. THE COUNTY WILL NOT ACCEPT LIABILITY FOR INJURIES THAT ARE THE RESULT OF THE NEGLIGENCE, MALFEASANCE, ACTION, OR OMISSION OF CONTRACTOR. CONTRACTOR AGREES TO ACCEPT LIABILITY FOR INJURIES TO ITSELF OR OTHERS CAUSED BY ITS OWN NEGLIGENCE, MALFEASANCE, ACTION, OR OMISSION. THIS INDEMNIFICATION PROVISION IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT BE LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST COUNTY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS, AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR’S OR EMPLOYEE’S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS’ COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, AGREEMENT, OR OTHERWISE.

COUNTY SHALL HAVE THE RIGHT TO APPROVE DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION TO DEFEND AND INDEMNIFY COUNTY HEREUNDER, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY COUNTY IN WRITING. COUNTY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, COUNTY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY COUNTY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR’S OBLIGATION TO DEFEND COUNTY OR AS A WAIVER OF CONTRACTOR’S OBLIGATION TO INDEMNIFY COUNTY PURSUANT TO THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNTY APPROVED DEFENSE COUNSEL WITHIN TEN (10) BUSINESS DAYS OF COUNTY’S WRITTEN NOTICE THAT COUNTY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT, COUNTY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL REASONABLE ATTORNEY FEES AND COSTS INCURRED BY COUNTY. CONTRACTOR AND COUNTY

AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

SECTION 14. INSURANCE REQUIREMENTS

- 14.1 **Insurance Limits and Required Certificates:** Contractor shall provide the County with certificates of insurance evidencing compliance with the requirements of this Section. The certificates shall indicate the name of Common Data Solutions, LLC doing business as FirstStep Management Techniques, LLC, the name of the insurance company, the policy number, and the term and limits of coverage. The insurance coverage must be with a company authorized to do business in the State of Texas, and shall be of the following types and limits:
 - a. Workers Compensation in accordance with the laws of the State of Texas.
 - b. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 - c. Comprehensive general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policy holder.
 - d. Business Automobile Liability coverage for owned, non-owned, and hired vehicles, with minimum limits of not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- 14.2 **Additional Insured:** Contractor's insurance policies that cover performance under this Agreement shall name the County as an additional insured.
- 14.3 **Certificates of Insurance:** Contractor shall provide the County with certificates of such insurance within 10 days of the Effective Date, and the certificates shall indicate insurance coverage as of the Effective Date.
- 14.4 **No Decrease in Liability:** The County's acceptance of the certificates of insurance shall not relieve or decrease Contractor's liability.
- 14.5 **No Cancellation or Modification:** Contractor shall not cancel or modify the insurance coverages required by this Agreement without providing 30 days written notice to the County. Contractor shall not allow a lapse in the insurance coverage specified in this Agreement during the Term.

SECTION 15. ASSIGNMENT

- 15.1 **Assignment:** Contractor shall not sell, assign, transfer, or convey this Agreement, in whole or in part, without the prior written consent of the County. The following conditions must be met before any permitted assignment becomes effective: a) Contractor must give written notice of a proposed assignment to the County at least 30 days prior to the effective date of the assignment; b) the assignee must explicitly accept all of Contractor's obligations

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under this Agreement; c) Contractor must retain its obligations to the County under this Agreement until the assignment is effective; d) the Assignment must be executed by both Contractor and the assignee; e) Contractor must provide the County a fully executed assignment agreement not later than 5 business days after the assignment is signed, and f) the County provides a signed, written consent to the assignment.

SECTION 16. MISCELLANEOUS PROVISIONS

- 16.1 **Recitals:** The Recitals are true and correct, and are incorporated into this Agreement.
- 16.2 **Jurisdiction and Venue:** This Agreement is made in and shall be construed according to the laws of the State of Texas, without regard to its conflict of laws provisions. Jurisdiction and venue of any court action(s) brought directly or indirectly by reason of this Agreement shall be in a court of competent jurisdiction in Waller County, Texas. This Agreement is made and is to be performed in Waller County, Texas.
- 16.3 **Appropriation of Funds:** Texas law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Anticipated orders or other obligations that may arise past the end of the current Waller County fiscal year shall be subject to budget approval. Any contract that extends beyond the current Waller County fiscal year is contingent upon the appropriation of funds from the relevant budget and fiscal year. If for any reason funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of funds. Contractor shall be responsible for all expenses occurring after the date of termination.
- 16.4 **Right of Review:** The County may review and inspect any and all of the services performed by Contractor under this Agreement. The County is granted the right to audit, at the County's election, all of Contractor's records and billings related to the performance of this Agreement as may be reasonably necessary. Contractor agrees to retain such records for a minimum of 3 years following completion of this Agreement. Any payment, settlement, satisfaction, or release made or provided during the course of performance of this Agreement shall be subject to County's rights as may be disclosed by a review under this section.
- 16.5 **No Subcontractors:** Contractor shall not subcontract any portion of its duties under this Agreement, unless the County has provided prior written consent. In the event that the County provides written consent for a portion of the services to be performed by a subcontractor, the subcontractor must agree to be bound by the terms of this Agreement.
- 16.6 **No Waiver:** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. The County's failure to require strict performance of any provision of this Agreement does not waive or diminish the County's right thereafter to demand strict compliance with that or any other provision. The County's waiver or failure to exercise in any respect any right provided for in this agreement shall not be deemed a waiver of any further right under this agreement. The County and its employees, officers, and officials do not waive, modify, or alter to any extent any of their defenses, immunities, or remedies.

16.7 **Force Majeure:** Neither Party shall be deemed to have breached any provision of this Agreement as a result of any delay, failure in performance, or interruption of services resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications, or Internet equipment or service, or other catastrophes, or any other occurrences which are reasonably beyond a Party's control. The Parties are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the Part seeking relief under this provision. The Party seeking relief due to force majeure is required to promptly notify the other Party in writing, citing the details of the force majeure event and the relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Agreement has not been terminated. Delay or failure of performance, by either Party to this Agreement, caused solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event. If the Contractor is relieved from performance due to force majeure, the County will also be excused from making payment to the Contractor during the period of nonperformance. If the Contractor has already received payment from the County for the period of nonperformance, the Contractor shall refund a prorated portion of the payment made by County for the period during which performance is excused.

16.8 **Severability:** If any provision of this agreement is invalid, illegal, or unenforceable under any applicable statute, court decision, or rule of law, it is to that extent to be deemed omitted. In such event, there shall be substituted for such deleted provisions a provision as similar as possible in terms and in effect to such deleted provision that is valid, legal, or enforceable. The remainder of the agreement shall be valid and enforceable to the maximum extent possible.

16.9 **Entire Agreement:** This Agreement, together with all of its exhibits, embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties and relating to matters in this Agreement. The Agreement may not be modified, altered, or amended except by written instrument duly executed by both Parties.

16.10 **Titles Not Restrictive:** The titles assigned to the various sections and paragraphs of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any part of this Agreement.

16.11 **Tax Exempt:** The County is tax-exempt, and will not pay a tax from which it is exempt. Tax exempt paperwork may be provided upon written request.

16.12 **Other Expenses:** Except as otherwise expressly set forth in this Agreement, each of the parties will bear its own expenses in connection with the performance contemplated by this Agreement.

16.13 **No Arbitration:** A dispute arising under this Agreement shall not be subject to arbitration.

16.14 **Waiver of Subrogation:** Contractor and Contractor's insurance carrier waive any and all rights whatsoever with regard to subrogation against the County as indirect parties to any

suit arising out of personal or property damages resulting from Contractor's, its employees', or permitted subcontractors' performance under this Agreement.

- 16.15 **No Third-Party Beneficiaries:** This Agreement does not inure to the benefit of any third party, except permitted successor or assigns.
- 16.16 **Authority to Sign:** Signatories to this Agreement represent and warrant that they have the authority to bind the respective parties.
- 16.17 **Confidentiality:** The County is bound by Texas Government Code Chapter 552, the Public Information Act, and other laws concerning government records. Contractor shall clearly and noticeably mark all confidential information and documents it provides to the County pursuant to this Agreement. The County will make good faith efforts to promptly notify Contractor if any such information is requested in a public information request, subpoena, or other method so Contractor may argue against the release of such information. Contractor recognizes and understands that the final decision as to what information must be disclosed pursuant to the PIA lies with the Texas Attorney General. Contractor further agrees that the County may furnish information acquired through or pursuant to this Agreement and that is requested through the PIA to the Texas Attorney General for a determination of whether the information must be disclosed. Neither the County, nor any of its officers, or employees shall have any liability or obligation to any party for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by Contractor in reliance on any statute, court opinion, court order, or the advice, decision, or opinion of the Texas Attorney General.
- 16.18 **Notices:** Notices delivered hereunder shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested. Mailed notices shall be deemed received three (3) business days after the notice is placed in the mail with proper postage paid. Any notice or certification to be provided pursuant to this Agreement shall be delivered to the following persons, unless a substitute representative is designated in writing:

To the County:

Waller County Judge
836 Austin St., Suite 4300
Hempstead, Texas 77445

To Contractor:

Attn: NAME Kirstin Morgan, Owner
FirstStep Management Techniques, LLC
P.O. Box 4037
Fayetteville, Arkansas 72701

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been entered into as of the Effective Date.

COUNTY

WALLER COUNTY, TEXAS

a political subdivision of the State of Texas

Carbett "Trey" Duhon, III
County Judge

Date

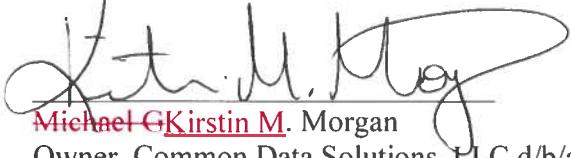
ATTEST

Debbie Hollan
County Clerk

CONTRACTOR

**COMMON DATA SOLUTIONS, LLC d/b/a
FIRSTSTEP MANAGEMENT TECHNIQUES,
LLC**

an Arkansas limited liability company


Michael G. Kirstin M. Morgan

Owner, Common Data Solutions, LLC d/b/a
FirstStep Management Techniques, LLC

12/3/2025

Date

ATTEST

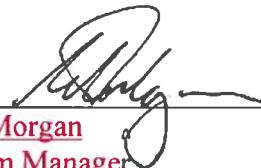

NAME Mike Morgan
TITLE Program Manager

EXHIBIT A



Proposal for Services – FirstStep Pavement Management

November 2025

J. Ross McCall, PE
County Engineer
Waller County Road & Bridge
775 US-290 BUS
Hempstead, Texas 77445
(979) 826-7670

Re

Waller County Road & Bridge

Road Inventory & Condition Assessment
Road Stripe Initial Inventory & Assessment
Road Signs Initial Inventory
Streetview Update

We are pleased to coordinate with the Waller County Road & Bridge.

1.0 Pavement Management – Inventory Condition Assessment / Distress Patrol

2.1 Pavement Condition Assessment (Network-Level)

- Roadway pavements patrolled by trained inspectors using geolocated video cameras (1080p; 60fps)
- Visual, non-destructive assessment of facility pavements
- Pavement conditions are illustrated as:

○ **EXCELLENT**

- A pavement in condition EXCELLENT is in perfect condition
- No corrective maintenance or preventive maintenance is recommended
- If any distress is observed – will be localized in nature (see next page for distress descriptions)

○ **GOOD**

- Preventive maintenance may be recommended
- Corrective maintenance is typically not recommended
- Pavement distress is limited to oxidation, weathering and minor climate related damage
- Surface distress (if present) is typically low severity and low density (<5%)
- Structural distress (if present) is both localized and low density (<5%)

○ **FAIR**

- Preventive maintenance may be recommended
- Corrective maintenance may be recommended
- A variety of pavement distresses may be present
- Structural distress may be localized as well as global
- Global Structural damage is low severity / low density

○ **CRITICAL**

- A pavement in condition CRITICAL is likely to be LOST (and require reconstruction) within 2 years
- A variety of pavement distresses may be present
- Surface and Structural distresses are typically global in nature
- A combination of corrective and preventive maintenance may be recommended

○ **LOST**

- A LOST pavement requires major M&R (Maintenance and Repair/Reconstruction)
- Shallow, Deep, and/or Full-Depth Reconstruction may be recommended

2.2 Pavement Distress Assessment (Network Level Assessment)

Observed pavement attributes and distress are illustrated as follows:



- **1** - Pothole 01 and **2** - Pothole 02
 - Observed Pothole 01 is of higher importance than observed Pothole 02
 - Pothole 01 is a **Major Pothole** and is typically structural in nature
 - Pothole 02 is a minor pothole and may consist of edge conditions / small popouts



- **L Su** - Surface Distress, Low Density
 - Climate (non-structural) related distress including:
Surface Cracking, Longitudinal and Transverse Cracking, Block Cracking, Edge Cracking
Severe Weathering, Raveling, Bleeding, Scaling (PCC), Durability Cracking (PCC)
 - Low Density surface distress may be addressed by hand-application of crack seal (not mass-crack treatment)



- **M+ Su** - Surface Distress, Medium-High Density
 - Climate (non-structural) related distress including:
Surface Cracking, Longitudinal and Transverse Cracking, Block Cracking, Edge Cracking
Severe Weathering, Raveling, Bleeding, Scaling (PCC), Durability Cracking (PCC)
 - Higher density of surface cracking may be better suited to mass-crack treatments rather than hand-applications



- Mass Structural Distress

- **#** - Structural Distress and **#** - Mass Structural Distress
 - Evidence of structural/durability distress present
 - Depth of structural damage (shallow, deep) is not indicated
 - Distresses include Alligator Cracking, Rutting (High Severity), Depression (High Severity), Utility Cuts



- **Water Drop** - Drainage / Water Issue
 - Observed drainage issues present on the pavement surface – may be a variety of causes
 - Depression, rutting, drainage (or lack of drainage), etc



- **S** - Surface
 - Observed Surface issues present on the pavement surface – may be a variety of causes

2.3 Reporting – Dynamic Roadway Condition Map



Figure 1 – Dynamic Condition Map with Road Condition and Distress Toggle Buttons

2.4 Geolocated Video, Road Book, Project Planner

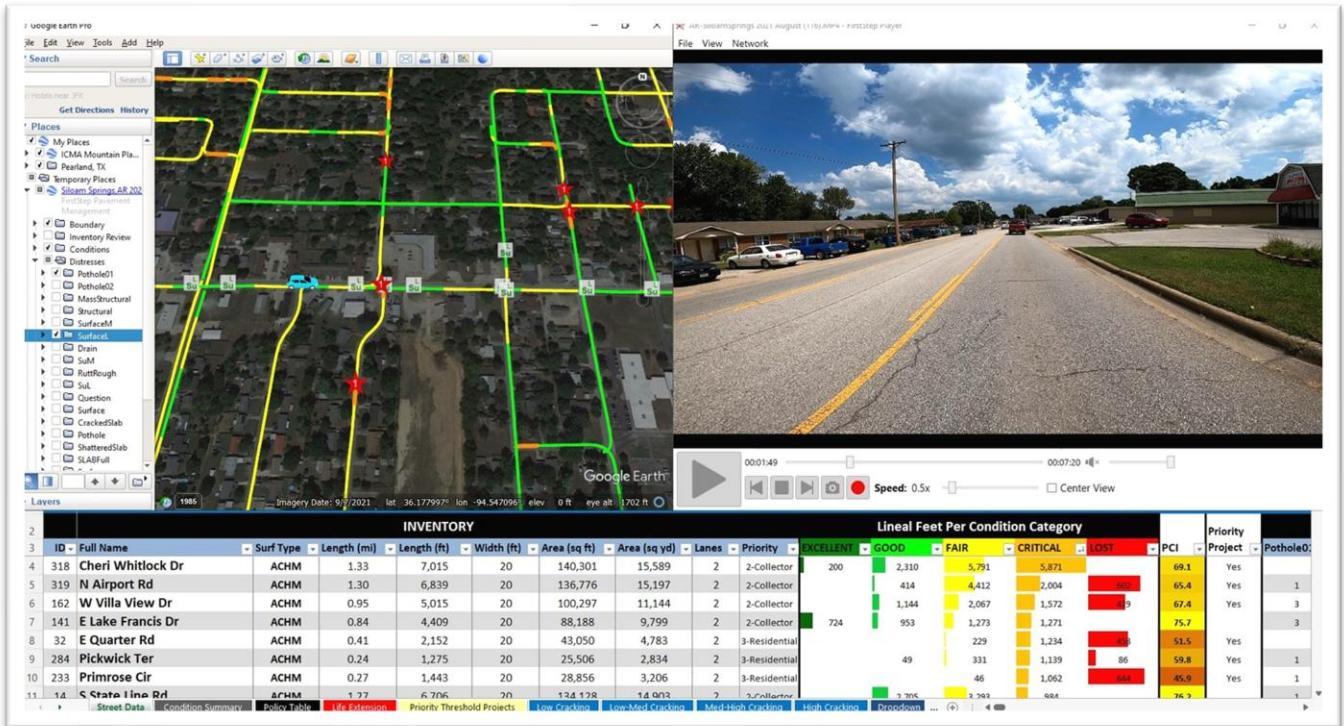


Figure 2 - Condition Map with Video (1080p / 30fps) and Project Planner

2.0 Initial Street Name Sign Inventory

- Develop an Initial Inventory of maintained Road Signs.
- The goal is to identify and illustrate all observed Road Signs.
- We will make an effort to provide a clear, online photo of each observed Road Sign.



Figure 13 - Initial Road Sign Inventory

- Many (many) signs will be located and labeled.



- Select and Keep only the signs useful for your asset management solution.



- Typical Road Markings.



3.0 Compensation

Waller County Road & Bridge	Method	Fee
<p>Roadway Network Inventory Review The Roadway Network Inventory Review is a pre-requisite to the Road Condition and Distress Patrol.</p> <p>During this process we will review in detail with County Staff the current maps of maintained roadways within Waller County. Both Paved and Unpaved road networks will be reviewed.</p> <p>Depending upon availability of maps and staff, the maintained roadway inventory review is anticipated to take two weeks. Additional roadway edits and questions may extend this time. It is anticipated that Waller County will receive and retain ownership of this work product which will be delivered electronically in KML, KMZ, or Shapefile format(s).</p> <p>The results of the road network inventory review is an updated dataset of the county maintained roadways. This dataset is uploaded into FirstStep Patrol Vehicles for the performance of the Road Condition and Distress Patrol</p>	Included	\$0.00
<p>Road Condition and Distress Patrol</p> <p>With the uploaded and updated county roadway inventory maps created during the Road Network Inventory Review, FirstStep will collect data by driving 100% of the officially mapped roadways.</p> <p>Utilizing our patented technology, we will note all observed Road Conditions and Road Distresses commonly utilized by the road departments and engineering staff while our recording equipment captures forward-facing, geolocated video at 1080p, 60 fps.</p> <p>Typically charged at \$95.00 per centerline mile, we have come to an agreement to collect data on Waller County's roadways at a Lump Sum rate of \$50,000.00 (approx. \$91.00 per estimated centerline mile).</p>	Lump Sum	\$50,000.00
	TOTAL:	\$50,000.00
<p>Additional Services</p> <p>In addition to our forward-facing, geolocated video at 1080p, 60fps, we will collect 360-Degree Data utilizing a specialized camera array. The 360-Degree video data is necessary for the efficient identification of many items including the county's maintained road signs and special hazard inventory.</p>		
<p>Road Sign Initial Inventory</p> <p>All observed county maintained road signs will be identified. An icon, screenshot, and general location of each observed road sign will be produced. A complete set of observed county-maintained road signs will be delivered to the county electronically in KML, KMZ, or Shapefile Format(s). Typically charged at \$9.95 per observed road sign, we have come to an agreement to produce Waller County's Road Sign Initial Inventory within the Road Condition and Distress Patrol's Lump Sum rate of \$50,000.00</p>	Included	\$0.00
<p>Special Hazard Initial Inventory: Dump Sites, Piles of Tires, etc.</p> <p>All observed county-maintained roads, dead-ends, cul-de-sacs that contain dump sites, trash piles, discarded tires, etc will be identified. An icon, screenshot, and general location of each observed special hazard area will</p>	Included	\$0.00

be produced. A complete set of observed special hazard areas will be delivered to the county electronically in KML, KMZ, or Shapefile Format(s).		
Google Street View Update Data that is collected on the count's behalf is professional grade. Data may be utilized by many consumers for a variety of applications. With the County's permission we will upload copies of your collected 360-Degree Video data to Google Street View for use in its ongoing 'Street View Project'. Images will be prepared, processed, and made available publicly.	Included	\$0.00
	TOTAL:	\$50,000.00

*Based on an inventory of (approx.) 550 centerline miles of maintained roadways (paved and unpaved).

4.0 Additional Services

Additional Services may be incorporated into your Asset Management Plan.

- Enhanced Site Assessments, Patrols and Reports
 - Road Edge Condition Patrol
 - Intersection Sightline Inventory and Conditions
 - Code Compliance, Urban Blight
 - Road Surface Type Assessment
 - Drainage / Ditch Patrol
 - Storm Sewer / Sanitary Sewer Patrol
 - Street Sign MUTCD Compliance
 - Street Sign Condition, Obstruction Study, Intersection Review
 - Building / Facility Patrol
 - Urban Forest / Invasive Species
- Custom Patrols / User-Defined Patrols
- Additional site visits at the request of the owner

5.0 Method of Payment

The method of payment is anticipated to be a lump sum once the project is completed and accepted by the County.

6.0 Time of Performance

The project is anticipated to be completed 90 days from the completion of the Road Network Inventory Review.

7.0 Deliverables

Standard deliverables include the following:

1. One (1) large, color hard copy suitable for presentation of each selected solution:

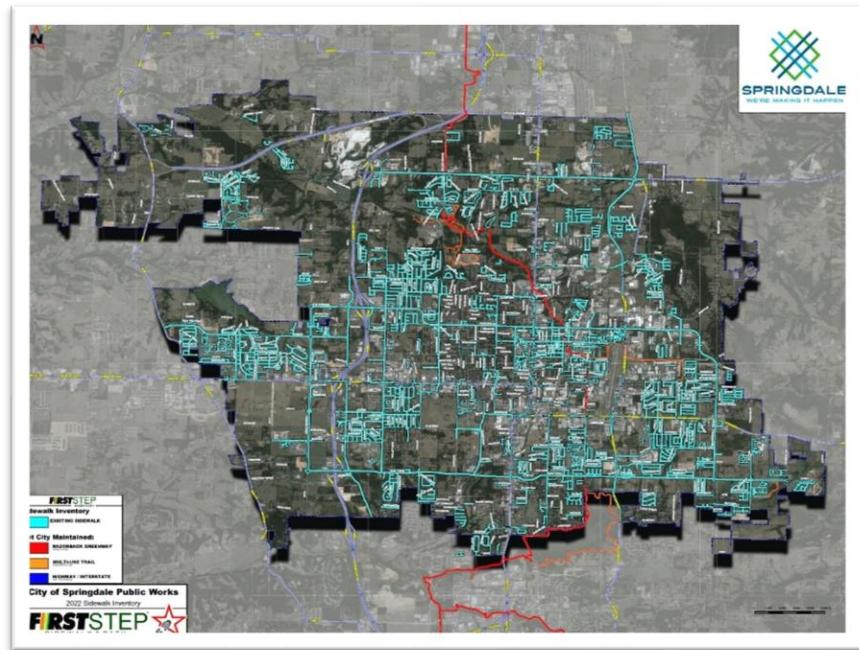


Figure 15 - Large Wall Map (ARCH 'E')

2. Three (3) 8.5"x11" color, bound Inventory, Condition and Distress Books for each selected solution:

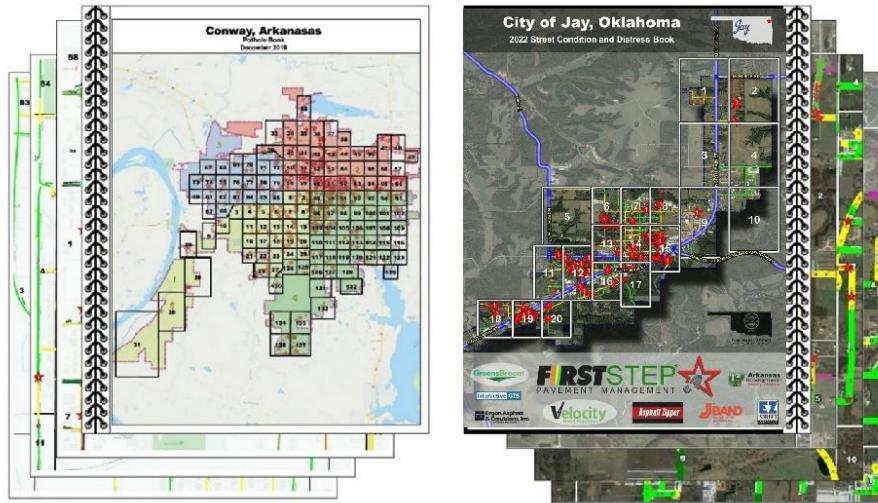


Figure 16 - Distress Books, Custom Reports

3. Full-Sized, Electronic Copies of the Wall Maps and Books (PDFs) for additional printing.
4. Unrestricted electronic copies of produced data and applicable workbooks (Google Earth .KMZ, Excel, etc).
5. Account set-up and login credentials to [FirstStep Online](#) providing web-access to (as applicable):
6. For GIS resources, Shapefiles, JSON, and other common file types are available at No Additional Cost.

We appreciate the opportunity to be of service in the development of your asset management solutions.

Please indicate your acceptance of the terms, scope of work and fee by signing, scanning and returning. A facsimile signature is sufficient to indicate your understanding of the proposed agreement. If you have any questions or concerns, please do not hesitate to call. This proposal is valid for 120 days from receipt. Additionally, the proposal may become null and void 12 months from the date of acceptance by the client, if the work has not been authorized to begin within that time.

Sincerely,

Robby

Michael G. Morgan
Owner

Agreed to and accepted this date:

Agreed to and accepted this date:

Date

Date

Signature

Signature

Michael G. Morgan

Printed Name

Printed Name

Owner

Title / Authorizing Agent

Title / Authorizing Agent