NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
Commissioners Courtroom
710 S. Main Street, Georgetown
March 25, 2025
9:30 A.M.

The Commissioners Court of Williamson County, Texas will meet in Regular Session at the above location, date, and time to consider the items set forth below. It is the intent of the Commissioners Court to have a quorum physically present at the meeting. Up to two (2) Commissioners Court members may participate by videoconference call in accordance with the Texas Open Meetings Act.

1. Review and approval of minutes.

2. Hear County Auditor concerning invoices, bills, Quick Check Report, wire transfers and electronic payments submitted for payment and take appropriate action including, but not limited to approval for payment provided said items are found by the County Auditor to be legal obligations of the county.

CONSENT AGENDA
The Consent Agenda includes non-controversial and routine items that the Court may act on with one single vote. The Judge or a Commissioner may pull any item from the consent agenda in order that the court discuss and act upon it individually as part of the Regular Agenda.
(Items 3 – 52)

3. Discuss, consider and take appropriate action on a line item transfer for vehicle insurance for various departments.

4. Discuss, consider and take appropriate action on a line item transfer for Veteran Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100.0405.003010	Vet.Svcs/compequip	1600.00
TO	0100.0405.004210	Vet.Svcs/internetemailservice	1600.00

5. Discuss, consider and take appropriate action on a line item transfer for Constable Pct. 1

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0551.005700	VEHICLES > $5,000	$3,000.00
To	0100.0551.003010	COMPUTER EQUIPMENT < $5,000	$3,000.00

6. Discuss, consider, and take appropriate action on a line item transfer for Facilities.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.004509	Facility Enhancement	$269,000.00
To	0100.0509.004100	Professional Services	$269,000.00

7. Discuss, consider, and take appropriate action on a line item transfer for the Corrections Department.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.003316	Medical/Hospital	$16,048.17
To	0100.0570.004413	Personal Liability Insurance	$16,048.17

8. Discuss, consider, and take appropriate action on approving property tax collections for the month of February 2025 for the Williamson County Tax Assessor/Collector.

9. Discuss, consider, and take appropriate action on approving property tax refunds over $2,500.00 through 03/20/2025 for the Williamson County Tax Assessor/Collector.

10. Discuss, consider and take appropriate action on approving compensation changes, position title changes, position grade changes, and any corresponding line item transfers.

11. Discuss, consider, and take appropriate action to approve Justice of the Peace Precinct 2 February 2025 Monthly Report in compliance with Code of Criminal Procedure 103.005.

12. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct 3, February 2025 Monthly Report in compliance with Code of Criminal Procedure § 103.005.

13. Discuss, consider and take action on approving the Investment Report for the Quarter ending December 31, 2024, which was approved by the investment committee on January 29, 2025.

14. Discuss, consider and take action on approving the Williamson County Investment Policy for 2024, which was approved by the Investment Committee on January 29, 2025.

15. Discuss, consider and take appropriate action on an order declaring an emergency and grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for Veteran Services donations.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367400	Donations	260.00

16. Discuss, consider and take appropriate action on an order declaring an emergency and grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for Veteran Services donations.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0405.003670	Donations	260.00

17. Discuss, consider and take appropriate action on an order declaring an emergency and grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for Veteran Services donations.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367400	Donations	80.00

18. Discuss, consider and take appropriate action on an order declaring an emergency and grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for Veteran Services donations.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0405.003670	Donations	80.00

19. Discuss, consider and take appropriate action on an order declaring an emergency and grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for Veteran Services Donations

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367400	Donations	1050.00

20. Discuss, consider and take appropriate action on an order declaring an emergency and grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for Veteran Services Donations

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0405.003670	Donations	1050.00

21. Discuss, consider and take appropriate action on the appointment of Dr. Julie Lessiter to Place #1 on the Central Texas Spaceport Development Corporation Board of Directors for a two-year term beginning June 1, 2025 and ending on May 31, 2027.

22. Discuss, consider and take appropriate action on the appointment of Ed Trevis to Place #3 on the Central Texas Spaceport Development Corporation Board of Directors for a two-year term beginning June 1, 2025, and ending on May 31, 2027.

23. Discuss, consider and take appropriate action on the appointment of Dave Porter to Place #5 on Central Texas Spaceport Development Corporation Board of Directors for a one-year term beginning June 1, 2025, and ending on May 31, 2026.

24. Discuss, consider and take appropriate action on the appointment of Dr. Lori Magruder to Place #7 on the Central Texas Spaceport Development Corporation Board of Directors for a one-year term beginning June 1, 2025, and ending on May 31, 2026.

25. Discuss, consider, and take action on the Memorandum of Understanding between Austin Community College District (ACC) and Williamson County.

26. Discuss, consider and take action on Subrecipient Agreements between Williamson County and Impact Counseling, and Williamson County and Habitat for Humanity for Community Development Block Grant funding.

27. Discuss, consider and take appropriate action on the Amendment to the Subrecipient Agreement with the City of Liberty Hill for Water and Wastewater Utility Improvement Projects.

28. Discuss, consider and take appropriate action on an Interlocal Agreement with the City of Granger for funding the Water and Wastewater Improvement Project.

29. Discuss, consider and take appropriate action on approving Agreement #2025161 between TransUnion Risk and Alternative Data Solutions, Inc. and Williamson County for a research database subscription of $300 per month, with a not-to-exceed amount of $2,500 for the remainder of our fiscal year and a not-to-exceed amount of $3,600 for additional years, and authorizing execution of the agreement.

30. Discuss, consider, and take appropriate action on the approval of contract #2025154 between Brycomm, LLC and Williamson County for the relocation of the City of Georgetown Network Fiber that passes through the Juvenile Justice Center (JJC) to the Emergency Services Operating Center (ESOC) for the amount of $7,778.10 pursuant to DIR contract #DIR-TSO-4777, and authorizing the execution of the service contract.

31. Discuss, consider, and take appropriate action on approving the Statement of Work and contract #2025168 between Williamson County and CDW Government LLC to perform an External Network Penetration Test of Williamson County Technology for a total amount of $19,000.00, pursuant to Onmia National contract #R2210401, and authorize the execution of the purchase.

32. Discuss, consider, and take appropriate action on approving contract #2025169 between Williamson County and Central Square Technologies, LLC for the connection of Brazos to the Records Management System (RMS), Constables at Precinct #4, for IT Services, with no charge to the county and authorizing the execution of the contract.

33. Discuss, consider and take appropriate action on the approval of the Service and Purchase Addendum #2025179 between Williamson County and CDW-G for new VPN gateways and assistance with firewall clean up in the amount of $52,520.00 in accordance with Omnia Partners Region 4 Education Services Center #R210401.

34. Discuss, consider, and take appropriate action on approving the Service and Purchase Contract #2025183 between Williamson County and Links Communications, Inc. for the installation of fifteen (15) cameras and cables in fifteen (15) different rooms for the IT department, in the amount of $3,750.00 and authorizing the execution of the contract.

35. Discuss, consider and take appropriate action on approving Purchase #2025173 for various ammunition from GT Distributors, Inc., in the amount of $62,835.90, pursuant to BuyBoard contract #698-23, and authorizing execution of the purchase.

36. Discuss, consider, and take appropriate action on ratifying the Professional Services Agreement #2025174 with Ghulam M. Khan, M.D. for Psychiatric Medical Services at the Williamson County Jail for the not-to-exceed amount of $76,800 or $6,400 each month for the service described exempting this service from competitive bidding requirements as per Texas Government Code Sec. 2254.002 (2)(A)(v) Medicine and authorizing the execution of the agreement.

37. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed solicitations for Jail Inmate Psychiatric Medical Services for Williamson County Jail under RFSQ #25RFSQ36.

38. Discuss, consider, and take appropriate action on ratifying the Purchase Order #188699 and agreement #2025172 with Empire Roofing Companies, Inc. for Emergency Blanket for Roof Repairs to help prevent greater damage to the property from the discovery of roof leaks, in the not-to-exceed amount of $19,500.00, exempting this purchase from competitive bidding requirements per Texas Local Government Code Discretionary Exemptions 262.024 (a)(3) [an item necessary because of unforeseen damage to public property] and authorizing the execution of the agreement.

39. Discuss, consider, and take appropriate action on awarding RFSQ #25RFSQ7 to M.E.P. Consulting Engineers, Inc, for the Cedar Park Annex Fire Alarm Upgrade project, in the amount of Thirty-Two Thousand, Seven Hundred Sixty Dollars ($32,760.00) and authorize execution of the agreement.

40. Discuss, consider, and take appropriate action on authorizing the Services Contract #2025180 between Aqualogic Water Consulting, LLC and Williamson County for Cooling Tower Project – Lake Creek Annex, in the amount of Fifteen Thousand Five Hundred Fifty-Eight Dollars ($15,558.00), and execution of the agreement, funding source is P632.

41. Discuss, consider, and take appropriate action on awarding RFSQ #25RFSQ7 to WSP USA Buildings, Inc., for the Processing Room Ventilation project, in the amount of Fourteen Thousand, Seven Hundred Fifty Dollars ($14,750.00) and authorize execution of the agreement.

42. Discuss, consider, and take appropriate action on approving the Agreement for Construction Services utilizing RFP #24RFP30 As Needed HVAC Maintenance and Repair Services, to 5-F Mechanical Group, Inc., for Sheriff's Office Gun Range – HVAC Updates project, in the amount of Forty-Seven Thousand, Five Hundred Two Dollars and 01/100 ($47,502.01) and authorize execution of the agreement.

43. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to formally close RFP #25RFP20 due to lack of responses, and re-solicit under RFP #25RFP40 for Refrigeration Appliance Repairs and Maintenance Services for Facilities Management.

44. Receive and acknowledge approval of Change Order No. 4 from Chasco Constructors, Ltd., LLP for the Berry Springs Park Addition Project to extend time only due to lighting materials delay and PEC, the electrical provider, which was approved by Williamson County Facilities Senior Project Manager, Angel Gomez, pursuant to the Commissioners Court's prior delegation of change order approval authority pursuant to Loc. Gov't Code Sec. 262.031.

45. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for Custodian Services and Sanitation Supplies under RFP #25RFP39.

46. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for Roofing Repair and Services under RFP #25RFP41.

47. Receive and acknowledge approval of Change Order No. 1 from Allied Electric Services, Inc. for the Justice Center Exterior Lighting Project in the amount of $10,954.85 and extend time, which was approved by Williamson County Facilities Project Manager, Daryl Mutz, pursuant to the Commissioners Court's prior delegation of change order approval authority pursuant to Loc. Gov't Code Sec. 262.031.

48. Discuss, consider and take appropriate action on approving the Master Service Agreement between Williamson County and Cintas Corporation to provide uniform rental services for the Williamson County Road and Bridge Department in the annual not-to-exceed amount of $44,442.24, pursuant to terms and pricing of Co-Op Omnia Partners Contract #001299 and authorizing the execution of the agreement.

49. Discuss, consider and take appropriate action on Change Order No 1 to contract number 24IFB32 for Joe Bland Construction in the amount of $13,499.83 for CR 200 HMAC Widening from Lackey Creek to CR 203. Funding source: P641.

50. Discuss, consider and take appropriate action on Supplemental Work Authorization No 4 to Work Authorization No 6 under Williamson County Contract between Cobb, Fendley & Associates, Inc. and Williamson County dated July 16, 2019 for Utility Coordination/SUE for CR 201 From Umbrella Sky to CR 200. Funding source: P499

51. Discuss, consider and take appropriate action on approval of the final plat for the Lopez Ponce subdivision – Precinct 4.

52. Discuss, consider and take appropriate action on approving the final plat for the Saddleback at Santa Rita Ranch Phase 1 Section 3 subdivision – Precinct 2.

REGULAR AGENDA

53. Discuss, consider, and take appropriate action on a Proclamation recognizing April 6-12, 2025 as Crime Victims' Rights Week.

54. Receive report with update and insights into Purchasing Department, discuss and take appropriate action on proclaiming the month of March 2025 as Procurement Month and recognize the Purchasing Department as a recipient of the 2024 Achievement of Excellence in Public Procurement Award by the National Procurement Institute (NPI).

55. Discuss, consider, and take appropriate action on the issuance of a county-wide burn ban for a period not to exceed 90 days and to authorize the Commissioners Court, and/or the County Judge the authority to lift the order banning outdoor burning if conditions improve.

56. Discuss, consider and take appropriate action on a request for the Office of Emergency Management to apply for a grant through the FEMA Hazard Mitigation Grant Program to fund Expo Center Emergency Generators.

57. Discuss, consider, and take appropriate actions regarding the March 2025 Wellness updates.

58. Discuss, consider and take appropriate action on mid-year changes to the FY2025 Employee Policy Manual.

59. Discuss, consider, and take appropriate action to approve the recommended changes to the Benefits Committee Bylaws as submitted on behalf of the Benefits Committee.

60. Discuss, consider, and take appropriate action on approving the Amendment to only extend the project completion date approved on 02.25.2025, under Agenda Item #21, from April 1, 2025, to June 2, 2025, for the Falkenberg Construction Company Inc., Service Contract #2025134 for SWRP Cricket Field Fencing for Parks and Recreation, pursuant to BuyBoard Contract #728-24 at the Southwest Regional Park and authorize execution of this amendment.

61. Discuss, consider, and take appropriate action on approving the Amendment to only extend the project completion date approved on 02.25.2025, under Agenda Item #22 from 20 calendar days to 45 days for Service Contract #2025134 with Falkenberg Construction Company Inc. for the SWRP Cricket Field Fencing pursuant to BuyBoard Contract #728-24 at the Southwest Regional Park for Parks and Recreation and authorize execution of this agreement.

62. Discuss, consider and take appropriate action on an Authorized Use Agreement between Round Rock ISD and Williamson County for the filming of a Job Recruitment video for the Williamson County Sheriff's Office on Williamson County properties.

63. Discuss, consider and take appropriate action on a Texas Commission on Law Enforcement Academy Training Provider Contract and authorize the Williamson County Sheriff to execute the contract.

64. Discuss, consider and take appropriate action regarding approval and receipt of the Standard Agreement with Rancho Del Cielo Municipal Utility District for off-duty contracting of County Sheriff Deputies to be effective March 25, 2025.

65. Discuss, consider, and take appropriate action on approving the Services and Purchase Contract #2025160 with Bearcom Operating LLC for Installation of Antenna Repeater at the Williamson County Jail (N Jail) for Facilities Management in the amount of $19,998.80 and authorize execution of this agreement.

66. Discuss, consider, and take appropriate action on authorizing Renewal #2 of contract #23RFP11, Electrical Infrastructure Maintenance & Installation Services, on the same terms and conditions as the existing contract with Vendor, Allied Electric Services, Inc., for the 12-month term beginning October 1, 2025, through September 30, 2026.

67. Discuss, consider, and take appropriate action on authorizing the Renewal #2 of contract #23RFP11, Electrical Infrastructure Maintenance & Installation Services, for the same terms and conditions as the existing contract with Doyle Electric LLC, for a 12-month term beginning October 1, 2025, through September 30, 2026.

68. Discuss, consider, and take appropriate action on approving the Services and Purchase Contract #2025175 for Justice of the Peace 1 Courtroom - Pre-Trial Furniture with Facilities Resource Inc. for Facilities Management in the amount of $12,325.34 and authorize execution of this agreement.

69. Discuss, consider, and take appropriate action on approving the Master Service Agreement #2025159, between Williamson County and Camelback & Co. LLC dba Servpro for General Disaster Recovery and Restoration Services in the not-to-exceed amount of $500,000.00 pursuant to BuyBoard Cooperative Contract #675-22 and authorize execution of the agreement.

70. Discuss, consider, and take appropriate action on approving the Master Service Agreement, # 2025158, between Williamson County and Texas Equipment Solutions Services, LLC for HVAC Repair Services in the not-to-exceed amount of $19,500.00 and authorize execution of the agreement.

71. Discuss, consider, and take appropriate action on awarding RFSQ #25RFSQ10 Twin Lakes Park Parking Lot Project to Hagood Engineering Associates, Inc, in the amount of One Hundred Sixteen Thousand Seven Hundred Thirty Dollars and No/100 ($116,730.00) and execution of the agreement, funding source is P654.

72. Discuss, consider, and take appropriate action on awarding RFSQ #24RFSQ53 to Gessner Engineering, LLC, for Central Maintenance Facility (CMF) Asphalt Tank Relocation, in the amount of Sixty-Five Thousand Eight Hundred Fifty Dollars and no/100 ($65,850.00) and authorize execution of the agreement.

73. Discuss, consider, and take appropriate action on awarding a Professional Services Agreement for RFSQ #25RFSQ12 Planning, Design and Engineering for Southwest Regional Park Field & Track Upgrades to Halff Associates, Inc, in the amount of Seven Hundred Nine Thousand, Two Hundred Five Dollars ($709,205.00) and execution of the agreement, funding source is P605.

74. Discuss, consider and take appropriate action on a Utility Easement between Williamson County and PEC for electrical service in relation to Berry Springs Park Improvements (P559).

75. Receive the March 2025 Construction Summary Report and PowerPoint Presentation.

76. Discuss, consider and take appropriate action to authorize the extension of the contract RFP #1812-284 Public Involvement Services Agreement for Infrastructure Projects with Rifeline, LLC., through July 31, 2025, in the not-to-exceed amount of $2,450,000.00 and authorize execution of the Agreement.

77. Discuss, consider and take appropriate action on authorizing the Amendment #11 of RFQ#1811-273 for Utility Coordination for the Corridor & Road Bond Programs Infrastructure Projects with Cobb Fendley, through July 31, 2025, and adjust the Compensation Cap from the prior amended amount of $16,316,900.00 to $18,975,000.00 and authorize the execution of the Amendment.

78. Discuss, consider and take appropriate action on awarding IFB #25IFB23 Crack Sealer to Maxwell Products, Inc. based on the lowest and best bid for a particular location or type of material.

79. Discuss, consider and take appropriate action on awarding IFB #25IFB23 Crack Sealer to Crafco, Inc. based on the lowest and best bid for a particular location or type of material.

80. Discuss, consider, and take appropriate action on a Contract Amendment No. 1 to the East Wilco Highway Segment 6 contract executed March 19, 2024, between Williamson County and Halff Associates, Inc. relating to the 2023 Road Bond Program. Project: P694 Fund Source: Road Bonds

81. Discuss, consider, and take appropriate action regarding a Notice of Intent (NOI) for Stormwater Discharge associated with the Construction Activity under TPDES Construction General Permit (TXR 150000) for 25IFB6 – Bagdad Right-of-Way Clearing (Loop 332 to CR 281), a Williamson County Road Bond Project in Commissioner Pct. 2 Project: P343 Funding Source: 2019 Road Bond Program.

82. Discuss, consider, and take appropriate action on a Contract Amendment No. 1 to the Bartlett Street Projects contract executed March 19, 2024, between Williamson County and IEA, Inc. relating to the 2023 Road Bond Program. Project: P687 Fund Source: Road Bonds

83. Discuss, consider and take appropriate action on a claim for actual moving expenses with Ernest Simmons related to right of way acquired for the Bagdad Rd. @ CR 279 project. (Parcel 16). Funding Source; Bonds P343

84. Discuss, consider, and take appropriate action on updated Standard Utility Agreement, updated Supplemental to Standard Utility Agreement, and updated Joint Use Utility Agreement for use on road construction projects. These utility agreements have been updated to align with TxDOT practices more closely.

85. Discuss, consider and take appropriate action on a TxDOT Resolution for an Advanced Funding Agreement for the FM 971 (Granger) project. Funding Source: Road Bond, P688

86. Discuss, consider and take appropriate action on a Resolution approving an Advanced Funding Agreement with TxDOT for the proposed FM 971 (Granger) turn lane improvement project. Funding Source: Road Bond, P688

87. Discuss, consider and take appropriate action on the engagement of the law firm of Armbrust & Brown, PLLC to represent Williamson County in relation to legal matters relating to EPCOR Utilities Inc. and its affiliates; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

88. Discuss, consider and take appropriate action on the engagement of the law firm of Armbrust & Brown, PLLC to represent Williamson County in relation to Cause No. 24-0022-C395; Texas Essential Housing Public Facility Corporation v. Williamson Central Appraisal District, In the 395th Judicial District, Williamson County, Texas; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

89. Discuss, consider and take appropriate action on the engagement of the law firm of Armbrust & Brown, PLLC to represent Williamson County in relation to Cause No. 24-2170-C395; Lakeside Apartments Round Rock TX LLC, Enclave Apartments Round Rock TX LLC, Lynd Living Legends Apartments LLC, and Lynd Living Legends at Lakeline Apartments LLC v. Williamson Central Appraisal District, In the 395th Judicial District, Williamson County; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

90. Discuss, consider, and take appropriate action on selecting individuals to interview for the appointment of the Williamson County Judge, and taking any other action that may be necessary in relation to such appointment process (Tex. Local Gov't Code §87.041).

91. Discuss, consider, and take appropriate action on setting dates for holding Special Sessions of the Williamson County Commissioners Court.

EXECUTIVE SESSION

"The Commissioners Court for Williamson County reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultations with Attorney), 551.072 (Deliberations regarding Real Property), 551.073 (Deliberations regarding Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations regarding Security Devices) and 551.087 (Deliberations regarding Economic Development Negotiations)."

92. Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

A. Real Estate Owned by Third Parties

Preliminary discussions relating to the proposed or potential purchase or lease of property owned by third parties

a) Discuss the acquisition of real property: Bud Stockton Dr.
b) Discuss the acquisition of real property for CR 143
c) Discuss the acquisition of real property for County Facilities.
d) Discuss the acquisition of real property for CR 255.
e) Discuss the acquisition of real property for SH 195 @ Ronald Reagan.
f) Discuss the acquisition of real property for future SH 29 corridor.
g) Discuss the acquisition of right-of-way for Hero Way.
h) Discuss the acquisition of right-of-way for E. Wilco Highway.
i) Discuss the acquisition of right-of-way for Corridor A-2.
j) Discuss the acquisition of right-of-way for Corridor B
k) Discuss the acquisition of right-of-way for Corridor C.
l) Discuss the acquisition of right-of-way for Corridor D.
m) Discuss the acquisition of right-of-way for Corridor E.
n) Discuss the acquisition of right-of-way for Corridor F
o) Discuss the acquisition of right-of-way for Corridor H
p) Discuss the acquisition of right of way for Corridor J.
q) Discuss the acquisition of right of way for Arterial K.
r) Discuss the acquisition of right of way for Corridor I.
s) Discuss the acquisition of right-of-way for Ronald Reagan Widening.
t) Discuss the acquisition of right-of-way for CR 313.
u) Discuss the acquisition of right of way for Bagdad Road/CR 279.
v) Discuss the acquisition of right of way for CR 314.
w) Discuss the acquisition of real property for the Seward Junction Loop
x) Discuss the acquisition of real property for CR 110N
y) Discuss the acquisition of real property for CR 175.
z) Discuss the acquisition of real property for the Long Range Transportation Plan.
aa) Discuss property located at 9500 Lake Creek Parkway Austin, TX 78717
bb) Discuss the acquisition of real property for Williamson County Justice Center and Corrections Facilities

B. Property or Real Estate owned by Williamson County

Preliminary discussions relating to proposed or potential sale or lease of property owned by the County

a) Discuss County owned real estate containing underground water rights and interests.
b) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (Formerly occupied by WCCHD)
c) Sale of property located at 747 County Rd. 138 Hutto, Texas
d) Discuss Blue Springs Blvd. property

e) Discuss potential sale of the Williamson County-owned properties within the downtown Georgetown area.

f) Discuss potential sale of a parcel of land located adjacent to the Brushy Creek Regional Trail in Round Rock, Texas

93. Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:

Business prospect(s) that may locate or expand within Williamson County.

a) Project Skyfall
b) Project Garden
c) Project School Bus
d) Project Lunch Lady
e) Project Sequoia

94. Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per Section 551.071, Texas Government Code, "Consultation with Attorney"), including the following:

a. Litigation:

1. Lawsuits and administrative complaints filed, served and/or received following the Williamson County Commissioners Court agenda submittal deadline
2. Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas/County of Williamson v. Purdue Pharma, L.P., et al., MDL PRETRIAL CAUSE NO. 2018-63587, in the 152d District Court of Harris County, Texas
3. Civil Action No. 1:21-cv-00074-LY; Scott Phillip Lewis v. Williamson County, Texas; In the United States District Court for the Western District of Texas, Austin Division
4. Civil Action No. 1:22-cv-00254-RP; Rodney A. Hurdsman, #0217082 v. Mike Gleason, et al.; In the United States District Court for the Western District of Texas, Austin Division
5. Cause No. 22-1213-C425; Williamson County, Texas v. Ritter Botkin Prime Construction Company, Inc. and Argonaut Insurance Company; In the 425th Judicial District Court of Williamson County, Texas
6. Cause No. 22-1359-C368; Williamson County, Texas v. Ritter, Botkin Prime Construction Company, Inc. and Great American Insurance Company of New York; In the 368th Judicial Court of Williamson County, Texas
7. Cause No. 23-1061-C368; Heather Lorenzen v. Williamson County; In the 368th Judicial District Court of Williamson County, Texas
8. Civil Action No. 1:23-cv-01120; Jeremy Story v. Williamson County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division
9. Civil Action No. 1:24-cv-00318-DII; Laura Pressley et al. v. Jane Nelson et al.; In the United States District Court for the Western District of Texas, Austin Division
10. Civil Action No. 1:23-cv-00759-RP; Derrick Neal v. Williamson County and Cities Health District, et al.; In the United States District Court for the Western District of Texas, Austin Division
11. Cause No. 23-2566-C480; Williamson County, Texas v. DM Medical Billings, LLC and Dina Mueller; In the 480 th Judicial District Court; Williamson County, Texas
12. Cause No. 24-1887-C26; Ivory Deon Hornsby v. Williamson County, et al.; In the 26th Judicial District Court of Williamson County, Texas
13. Civil Action No. 1:24-cv-01183; Johnny Joe Tijerina v. Andrew Rodriguez, et al.; in the United States District Court for the Western District of Texas, Austin Division
14. Civil Action No. 1:24-cv-1043-DII; Luis J. Ortiz Hernandez v. Williamson County, Texas; in the United States District Court for the Western District of Texas, Austin Division
15. Cause No. 24-2467-C425; Carlos Turcios, et al. v. Williamson County, et al; In the 425th Judicial District Court of Williamson County, Texas
16. Cause No. 24-2687-C395; Paul Johnson v. Williamson County Tax Office; In the 395th Judicial District Court of Williamson County, Texas
17. Cause No. 24-3042-C26; Susann Wirkes v. Chinogringo Properties, LLC, et al., In the

26th Judicial District Court of Williamson County, Texas
18. Cause No. 25-0488-C425; Williamson County, Siena Municipal Utility District No. 1, and Siena Municipal Utility District No. 2 v. The Cameron County Housing Finance Corporation, In the 425th Judicial District of Williamson County, Texas.
19. Cause No. 25-0456-C368; Ryan Markowski v. The State of Texas, et al.; In the 368th Judicial District Court of Williamson County, Texas.
20. Cause No. 24-2170-C395; Lakeside Apartments Round Rock TX LLC, Enclave Apartments Round Rock TX LLC, Lynd Living Legends Apartments LLC, and Lynd Living Legends at Lakeline Apartments LLC v. Williamson Central Appraisal District, In the 395th Judicial District, Williamson County
21. Cause No. 24-0022-C395; Texas Essential Housing Public Facility Corporation v. Williamson Central Appraisal District, In the 395th Judicial District, Williamson County, Texas

b. Administrative Complaints:

1. EEOC Charge No.: 451-2025-01739; B.R.
2. EEOC Charge No.: 451-2025-02018; J.S.

c. Claims:

1. Claim No. 09252024-560-347 - auto liability claim by Madisyn Grace Thomas for incident occurring on or about 09/25/2024.

d. Other:

1. Legal matters relating to U.S. Fish and Wildlife Service's Final Rule Designating Critical Habitat for the Georgetown and Salado Salamanders.
2. Legal matters pertaining to tax exemptions for private apartment developers under the Texas Public Facility Corporation Act, codified as Texas Local government Code Chapter 303, and Texas Housing Finance Corporations Act, codified as Texas Local Government Code Chapter 394.
3. Legal matters and potential litigation relating to the non-profit status of EPCOR/ 130 Regional Water Supply Corporation.
4. Legal matters pertaining to proposed rules, Chapter 56 in Title 1 of the Texas Administrative Code relating to reporting requirements of District and County Attorneys in counties with a population of 500,000 or more.
5. Legal matter pertaining to regulation of firearms on Williamson County premises.
6. Legal matter pertaining to contracting of inmate housing of third-party government agency inmates
7. Legal matters pertaining to the Sheriff's Office Civil Service Commission staffing and representation.

95. Interview candidates for the Office of Williamson County Judge and/or deliberate the appointment of the Williamson County Judge (Executive Session as per Gov. Code Section 551.074 – Personnel Matters: Deliberate the appointment and evaluation of public officer/department head).

96. Discuss and deliberate the employment and duties of the Williamson County Manager (Executive Session as per Gov. Code Section 551.074 – Personnel Matters: Deliberate the appointment and evaluation of public officer/department head).

97. Discuss security assessments or deployments relating to information resources technology; network security information as described by Texas Gov't Code Section 2059.055(b); and/or (3) the deployment, or specific occasions for implementation, of security personnel, critical infrastructure, or security devices. (Executive Session as per Texas Gov't. Code § 551.089).

98. Discuss, consider and take appropriate action on pending or contemplated litigation, settlement matters and other legal matters, including the following:

a. Litigation:

1. Lawsuits and administrative complaints filed, served and/or received following the Williamson County Commissioners Court agenda submittal deadline
2. Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas/County of Williamson v. Purdue Pharma, L.P., et al., MDL PRETRIAL CAUSE NO. 2018-63587, in the 152d District Court of Harris County, Texas
3. Civil Action No. 1:21-cv-00074-LY; Scott Phillip Lewis v. Williamson County, Texas; In the United States District Court for the Western District of Texas, Austin Division
4. Civil Action No. 1:22-cv-00254-RP; Rodney A. Hurdsman, #0217082 v. Mike Gleason, et al.; In the United States District Court for the Western District of Texas, Austin Division
5. Cause No. 22-1213-C425; Williamson County, Texas v. Ritter Botkin Prime Construction Company, Inc. and Argonaut Insurance Company; In the 425th Judicial District Court of Williamson County, Texas
6. Cause No. 22-1359-C368; Williamson County, Texas v. Ritter, Botkin Prime Construction Company, Inc. and Great American Insurance Company of New York; In the 368th Judicial Court of Williamson County, Texas
7. Cause No. 23-1061-C368; Heather Lorenzen v. Williamson County; In the 368th Judicial District Court of Williamson County, Texas
8. Civil Action No. 1:23-cv-01120; Jeremy Story v. Williamson County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division
9. Civil Action No. 1:24-cv-00318-DII; Laura Pressley et al. v. Jane Nelson et al.; In the United States District Court for the Western District of Texas, Austin Division
10. Civil Action No. 1:23-cv-00759-RP; Derrick Neal v. Williamson County and Cities Health District, et al.; In the United States District Court for the Western District of Texas, Austin Division
11. Cause No. 23-2566-C480; Williamson County, Texas v. DM Medical Billings, LLC and Dina Mueller; In the 480 th Judicial District Court; Williamson County, Texas
12. Cause No. 24-1887-C26; Ivory Deon Hornsby v. Williamson County, et al.; In the 26th Judicial District Court of Williamson County, Texas
13. Civil Action No. 1:24-cv-01183; Johnny Joe Tijerina v. Andrew Rodriguez, et al.; in the United States District Court for the Western District of Texas, Austin Division
14. Civil Action No. 1:24-cv-1043-DII; Luis J. Ortiz Hernandez v. Williamson County, Texas; in the United States District Court for the Western District of Texas, Austin Division
15. Cause No. 24-2467-C425; Carlos Turcios, et al. v. Williamson County, et al; In the 425th Judicial District Court of Williamson County, Texas
16. Cause No. 24-2687-C395; Paul Johnson v. Williamson County Tax Office; In the 395th Judicial District Court of Williamson County, Texas
17. Cause No. 24-3042-C26; Susann Wirkes v. Chinogringo Properties, LLC, et al., In the 26th Judicial District Court of Williamson County, Texas
18. Cause No. 25-0488-C425; Williamson County, Siena Municipal Utility District No. 1, and Siena Municipal Utility District No. 2 v. The Cameron County Housing Finance Corporation, In the 425th Judicial District of Williamson County, Texas.
19. Cause No. 25-0456-C368; Ryan Markowski v. The State of Texas, et al.; In the 368th Judicial District Court of Williamson County, Texas.
20. Cause No. 24-2170-C395; Lakeside Apartments Round Rock TX LLC, Enclave Apartments Round Rock TX LLC, Lynd Living Legends Apartments LLC, and Lynd Living Legends at Lakeline Apartments LLC v. Williamson Central Appraisal District, In the 395th Judicial District, Williamson County
21. Cause No. 24-0022-C395; Texas Essential Housing Public Facility Corporation v. Williamson Central Appraisal District, In the 395th Judicial District, Williamson County, Texas

b. Administrative Complaints:

1. EEOC Charge No.: 451-2025-01739; B.R.
2. EEOC Charge No.: 451-2025-02018; J.S.

c. Claims:

1. Claim No. 09252024-560-347 - auto liability claim by Madisyn Grace Thomas for incident

occurring on or about 09/25/2024.

d. Other:

1. Legal matters relating to U.S. Fish and Wildlife Service's Final Rule Designating Critical Habitat for the Georgetown and Salado Salamanders.
2. Legal matters pertaining to tax exemptions for private apartment developers under the Texas Public Facility Corporation Act, codified as Texas Local government Code Chapter 303, and Texas Housing Finance Corporations Act, codified as Texas Local Government Code Chapter 394.
3. Legal matters and potential litigation relating to the non-profit status of EPCOR/ 130 Regional Water Supply Corporation.
4. Legal matters pertaining to proposed rules, Chapter 56 in Title 1 of the Texas Administrative Code relating to reporting requirements of District and County Attorneys in counties with a population of 500,000 or more.
5. Legal matter pertaining to regulation of firearms on Williamson County premises.
6. Legal matter pertaining to contracting of inmate housing of third-party government agency inmates
7. Legal matters pertaining to the Sheriff's Office Civil Service Commission staffing and representation.

99. Discuss, consider, and take appropriate action on the appointment of the Williamson County Judge to serve until the next general election (Tex. Local Gov't Code §87.041).

100. Discuss, consider, and take appropriate action on setting dates for holding Special Sessions of the Williamson County Commissioners Court.

101. Discuss, consider and take appropriate action regarding the employment and duties of the Williamson County Manager (Executive Session as per Gov. Code Section 551.074 – Personnel Matters: Deliberate the appointment and evaluation of public officer/department head).

102. Comments from Commissioners.

103. Public Comment Period. The Commissioners Court will conduct a Public Comment Period to allow members of the public to address the Court regarding matters pertaining to or affecting Williamson County but that do not appear as an Agenda Item on a meeting's Agenda. During such Public Comment Period, speakers shall be limited to a maximum of two (2) minutes to make his/her remarks and the maximum overall discussion time allowed for the Public Comment Period, regardless of the number of members of the public wishing to address the Court during such period, shall be limited to ten (10) minutes. Speaking time, to the extent possible, will be evenly allocated among speakers should more than five (5) speakers desire to speak during the Public Comment Period. Please note that the members of the Court may not comment at the meeting about matters that are not on the agenda.

_____

Valerie Covey, Presiding Officer

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the 21st day of March 2025 at 12:00 P.M. and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session **3.**

Meeting Date: 03/25/2025

Line Item Transfer

Submitted For: Ashlie Holladay **Submitted By:** Ashlie Holladay, Budget Office

Department: Budget Office

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for vehicle insurance for various departments.

Background

In transitioning to a self-insured program on our fleet, we removed vehicle insurance dollars and vehicle deductible dollars in all departmental budgets and placed these monies into Non-Departmental Contingencies to await our bill for remaining liability coverage only. This bill has been received, and we are transferring monies back to the vehicle insurance lines to pay the invoice for FY25. Please see attached for this transfer.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Vehicle Ins Transfer

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/20/2025 12:42 PM
Form Started By: Ashlie Holladay		Started On: 03/20/2025 08:57 AM
Final Approval Date: 03/20/2025		

	FUND	DEPT.	OBJECT	DEPARTMENT NAME / OBJECT CODE NAME		FROM	TO
FROM	0100	0409	004998	NON-DEPARTMENTAL	CONTINGENCIES	331,761.33	
TO	0100	0215	004414	INFRASTRUCTURE DEPT	VEHICLE INSURANCE		483.62
TO	0100	0405	004414	VETERAN SERVICES	VEHICLE INSURANCE		483.62
TO	0100	0409	004414	NON-DEPARTMENTAL	VEHICLE INSURANCE		483.62
TO	0100	0440	004414	DISTRICT ATTORNEY	VEHICLE INSURANCE		4,352.58
TO	0100	0475	004414	COUNTY ATTORNEY	VEHICLE INSURANCE		2,901.72
TO	0100	0492	004414	ELECTIONS	VEHICLE INSURANCE		1,450.86
TO	0100	0503	004414	INFORMATION TECHNOLOGY SYSTEMS	VEHICLE INSURANCE		8,221.54
TO	0100	0509	004414	WMSN CTY BUILDINGS	VEHICLE INSURANCE		15,959.46
TO	0100	0510	004414	PARKS DEPARTMENT	VEHICLE INSURANCE		13,057.74
TO	0100	0540	004414	EMS	VEHICLE INSURANCE		31,435.30
TO	0100	0541	004414	EMERGENCY MANAGEMENT	VEHICLE INSURANCE		3,385.34
TO	0100	0542	004414	FIRE MARSHAL SPEC OPS/HAZ-MAT	VEHICLE INSURANCE		7,254.30
TO	0100	0551	004414	CONSTABLE PRECINCT 1	VEHICLE INSURANCE		8,705.16
TO	0100	0552	004414	CONSTABLE PRECINCT 2	VEHICLE INSURANCE		7,254.30
TO	0100	0553	004414	CONSTABLE PRECINCT 3	VEHICLE INSURANCE		8,221.54
TO	0100	0554	004414	CONSTABLE PRECINCT 4	VEHICLE INSURANCE		11,606.88
TO	0100	0560	004414	COUNTY SHERIFF	VEHICLE INSURANCE		165,396.05
TO	0100	0570	004414	COUNTY JAIL	VEHICLE INSURANCE		15,475.84
TO	0100	0572	004414	ADULT PROBATION	VEHICLE INSURANCE		483.62
TO	0100	0576	004414	JUVENILE SERVICES	VEHICLE INSURANCE		17,410.32
TO	0100	0581	004414	911 COMMUNICATIONS	VEHICLE INSURANCE		483.62
TO	0100	0583	004414	EMERGENCY SERVICES DEPARTMENT	VEHICLE INSURANCE		483.62
TO	0100	0587	004414	WIRELESS COMMUNICATION	VEHICLE INSURANCE		967.24
TO	0100	0661	004414	ON-SITE SEWAGE FACILITIES	VEHICLE INSURANCE		3,868.96
TO	0100	0665	004414	EXTENSION SERVICE	VEHICLE INSURANCE		1,934.48
FROM	0200	0210	004998	UNIFIED ROAD SYSTEM	CONTINGENCIES	121,872.24	
TO	0200	0210	004414	UNIFIED ROAD SYSTEM	VEHICLE INSURANCE		121,872.24
FROM	0507	0507	004998	WC RADIO COMMUNICATION SYSTEM	CONTINGENCIES	1,450.86	
TO	0507	0507	004414	WC RADIO COMMUNICATION SYSTEM	VEHICLE INSURANCE		1,450.86
FROM	0545	0545	004998	ANIMAL SERVICES	CONTINGENCIES	1,934.48	
TO	0545	0545	004414	ANIMAL SERVICES	VEHICLE INSURANCE		1,934.48
FROM	0882	0882	004998	FLEET MAINTENANCE	CONTINGENCIES	2,418.10	
TO	0882	0882	004414	FLEET MAINTENANCE	VEHICLE INSURANCE		2,418.10
						459,437.01	459,437.01

Commissioners Court - Regular Session **4.**

Meeting Date: 03/25/2025

Line Item Transfer

Submitted For: Michael Hernandez **Submitted By:** Michael Hernandez, Veteran Services

Department: Veteran Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for Veteran Services.

Background

The department was previously utilizing unsecure internet connections. They have now purchased MiFis, which will allow the department to utilize secure connections for community engagements. This transfer will cover the cost of the MiFis.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100.0405.003010	Vet.Svcs/compequip	1600.00
TO	0100.0405.004210	Vet.Svcs/internetemailservice	1600.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/19/2025 09:07 AM
Budget Office	Ashlie Holladay	03/20/2025 11:11 AM
Form Started By: Michael Hernandez		Started On: 03/17/2025 09:05 AM
Final Approval Date: 03/20/2025		

Commissioners Court - Regular Session **5.**

Meeting Date: 03/25/2025

Line Item Transfer

Submitted By: Patrick Youngren, Constable Pct. #1

Department: Constable Pct. #1

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for Constable Pct. 1

Background

A line item transfer is requested to cover the cost of replacing an out-of-warranty Toughbook that was overlooked when submitting replacement computers for FY25.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0551.005700	VEHICLES > $5,000	$3,000.00
To	0100.0551.003010	COMPUTER EQUIPMENT < $5,000	$3,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/19/2025 09:11 AM
Budget Office	Ashlie Holladay	03/20/2025 11:29 AM
Form Started By: Patrick Youngren		Started On: 03/19/2025 07:27 AM
Final Approval Date: 03/20/2025		

Commissioners Court - Regular Session **6.**

Meeting Date: 03/25/2025

Line Item Transfer

Submitted For: Dale Butler **Submitted By:** Leah Liesmann, Facilities Management

Department: Facilities Management

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a line item transfer for Facilities.

Background

Need additional funds for the remainder of the FY for Design Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.004509	Facility Enhancement	$269,000.00
To	0100.0509.004100	Professional Services	$269,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/19/2025 09:10 AM
Budget Office	Ashlie Holladay	03/20/2025 11:13 AM
Form Started By: Leah Liesmann		Started On: 03/18/2025 03:14 PM
Final Approval Date: 03/20/2025		

Commissioners Court - Regular Session **7.**

Meeting Date: 03/25/2025

Line Item Transfer

Submitted For: Matthew Lindemann **Submitted By:** ABIGAIL TAYLOR, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a line item transfer for the Corrections Department.

Background

This transfer is being requested to cover the current shortfall in Personal Liability Insurance.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.003316	Medical/Hospital	$16,048.17
To	0100.0570.004413	Personal Liability Insurance	$16,048.17

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/19/2025 09:08 AM
Budget Office	Ashlie Holladay	03/20/2025 11:12 AM
Form Started By: ABIGAIL TAYLOR		Started On: 03/17/2025 03:48 PM
Final Approval Date: 03/20/2025		

Commissioners Court - Regular Session **8.**

Meeting Date: 03/25/2025

Property Tax Collections – February 2025

Submitted For: Larry Gaddes

Submitted By: Rebecca Bruton, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving property tax collections for the month of February 2025 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

020125-022825 GWI-RFM

020125-022825 GWI-RFM graph

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/12/2025 04:18 PM
Form Started By: Rebecca Bruton		Started On: 03/12/2025 03:58 PM
Final Approval Date: 03/12/2025		

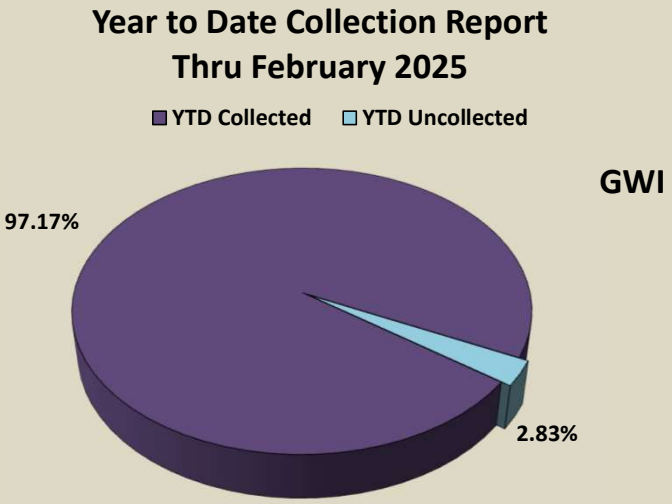
YEAR TO DATE - COLLECTION REPORT
Williamson County - GWI/RFM Property Taxes
February 28, 2025

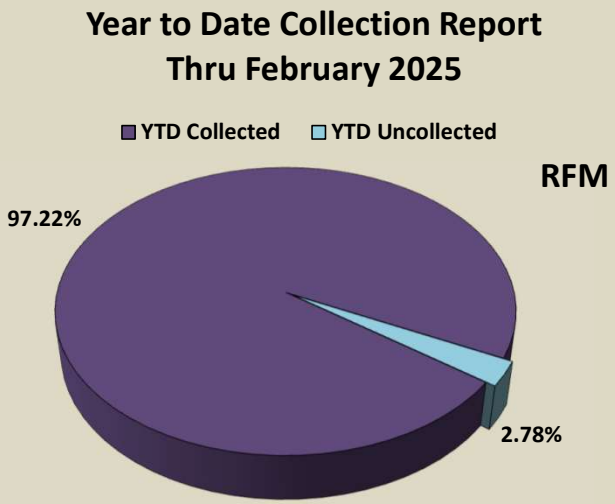
Williamson County General Fund	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P&I	YTD Percent Collected w/P&I & Prior Years
2024	$459,890,613.70	($1,329,551.99)	$458,561,061.71	$8,560,908.41	$323,987.46	($47,341.46)	$12,995,538.13	$445,565,523.58	97.17%	97.24%	97.32%
2023 & Prior	$4,214,726.82	($1,693,012.03)	$2,521,714.79	($790,853.40)	($8,645.78)	$582.33	$3,188,231.40	($666,516.61)	-26.43%	-18.59%	
Rollbacks	$811,847.39	$179,296.54	$991,143.93	$104,801.31	$278.94	$0.00	$154,177.64	$836,966.29	84.44%	84.50%	
Total All	$464,917,187.91	($2,843,267.48)	$462,073,920.43	$7,874,856.32	$315,620.62	($46,759.13)	$16,337,947.17	$445,735,973.26	96.46%	96.58%	

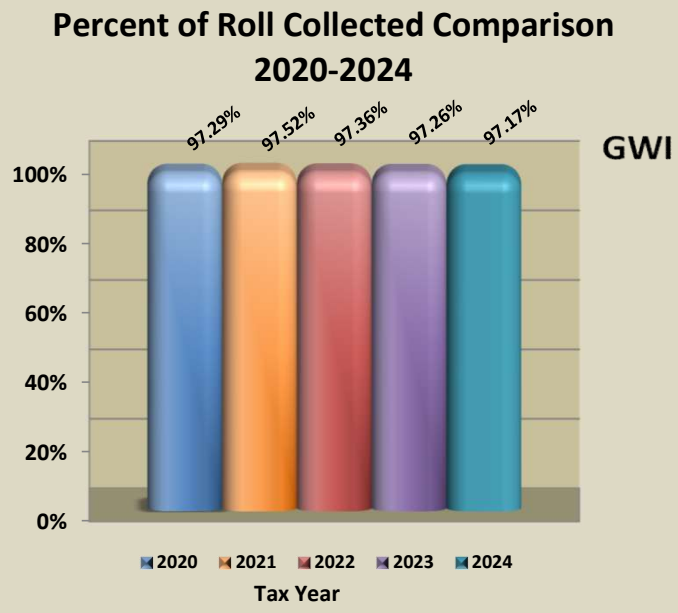
Williamson County RFM	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P&I	YTD Percent Collected w/P&I & Prior Years
2024	$58,537,185.60	($130,077.85)	$58,407,107.75	$1,091,426.16	$40,996.45	($5,900.33)	$1,621,267.20	$56,785,840.55	97.22%	97.29%	97.38%
2023 & Prior	$490,413.73	($193,713.89)	$296,699.84	($91,237.48)	($698.86)	$76.05	$358,604.17	($61,904.33)	-20.86%	-12.46%	
Rollbacks	$82,906.04	$19,393.86	$102,299.90	$10,830.82	$33.77	$0.00	$16,716.51	$85,583.39	83.66%	83.71%	
Total All	$59,110,505.37	($304,397.88)	$58,806,107.49	$1,011,019.50	$40,331.36	($5,824.28)	$1,996,587.88	$56,809,519.61	96.60%	96.72%	

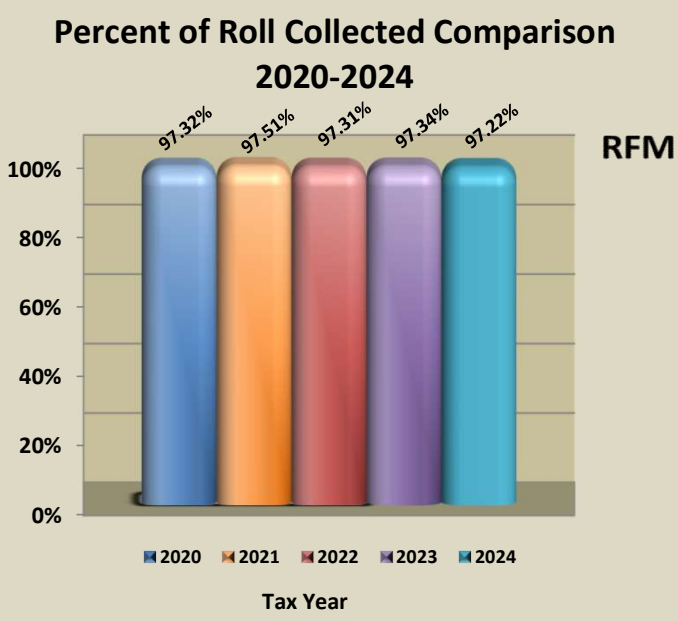
2024 COMBINED MONTHLY BREAKDOWN

Oct-24	$518,427,799.30	$379.67	$518,428,178.97	$11,522,952.32	$0.00	$94.78	$506,603,656.15	$11,824,522.82
Nov-24	$518,428,178.97	-$256,458.39	$518,171,720.58	$21,481,122.67	$0.00	$0.63	$484,866,074.46	$33,305,646.12
Dec-24	$518,171,720.58	-$241,142.83	$517,930,577.75	$247,180,786.70	$0.00	-$13.07	$237,444,158.00	$280,486,419.75
Jan-25	$517,930,577.75	-$382,266.69	$517,548,311.06	$212,266,018.53	$411.35	-$166.93	$24,796,039.71	$492,752,271.35
Feb-25	$517,548,311.06	-$580,141.60	$516,968,169.46	$9,652,334.57	$364,983.91	-$53,241.79	$14,616,805.33	$502,351,364.13


Year to Date Collection Report
Thru February 2025
YTD Collected
YTD Uncollected
GWI
97.17%
2.83%


Year to Date Collection Report
Thru February 2025
YTD Collected
YTD Uncollected
RFM
97.22%
2.78%


Percent of Roll Collected Comparison
2020-2024
GWI
97.29%
97.52%
97.36%
97.26%
97.17%
100%
80%
60%
40%
20%
0%
2020
2021
2022
2023
2024
Tax Year


Percent of Roll Collected Comparison
2020-2024
RFM
97.32%
97.51%
97.31%
97.34%
97.22%
100%
80%
60%
40%
20%
0%
2020
2021
2022
2023
2024
Tax Year

Commissioners Court - Regular Session **9.**

Meeting Date: 03/25/2025

Property Tax Refunds – Over 2500 – Thru 03/20/2025

Submitted For: Larry Gaddes

Submitted By: Rebecca Bruton, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving property tax refunds over $2,500.00 through 03/20/2025 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

020725-032025 Refunds Over 2500

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/20/2025 12:46 PM
Form Started By: Rebecca Bruton		Started On: 03/20/2025 10:14 AM
Final Approval Date: 03/20/2025		

MISSION STATEMENT

Our dedicated team is committed to providing innovative and exceptional customer service in the assessment, collection, and distribution of taxes and fees.

Larry Gaddes PCAC, CTA
Tax Assessor/Collector

Date: March 20, 2025

To: Members of the Commissioners Court

From: Larry Gaddes PCAC, CTA

Subject: Property Tax Refunds

In accordance with Section 31.11 of the Property Tax Code, the court needs to approve all refunds in excess of $2,500.00. We are presenting the attached list, which includes these property tax refunds, for your approval.

Please contact me at (512) 943-1954, if you have any questions.

Thank you.

Property Tax
Account QuickReport
As of March 20, 2025

Type	Date	Num	Name	Memo	Amount
Refunds Payable - Taxpayers					
Check	03/13/2025	112143	CORELOGIC	R631193 - Double payment	-6,340.90
Total Refunds Payable - Taxpayers					-6,340.90
TOTAL					**-6,340.90**

Commissioners Court - Regular Session **10.**

Meeting Date: 03/25/2025

Compensation Items

Submitted By: Kayla Marek, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving compensation changes, position title changes, position grade changes, and any corresponding line item transfers.

Background

See attached documentation for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Merit Report

Merit LIT

Position Changes

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Allen Frederick	03/19/2025 03:10 PM
County Judge Exec Asst.	Andrea Schiele	03/19/2025 03:15 PM
Form Started By: Kayla Marek		Started On: 03/19/2025 02:54 PM
Final Approval Date: 03/19/2025		

Department	Position	Emp Num	Current Annual Salary	Annual Merit Amt	Merit %	New Annual Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
County Clerk Judicial	Deputy County Clerk.0674.001100.	17277	$44,561.25	$782.75	1.76	$ 45,344.00	-	MERIT	28-Mar-25
County Clerk Records	Deputy County Clerk.0693.001100.	15769	$44,169.74	$883.39	2.00	$ 45,053.13	-	MERIT	28-Mar-25
County Clerk Records	Deputy County Clerk.0684.001100.	17187	$42,271.40	$845.44	2.00	$ 43,116.84	-	MERIT	28-Mar-25
Information Systems	Analyst III.2034.001100.	16932	$92,700.14	$2,780.96	3.00	$ 95,481.10	-	MERIT	28-Mar-25
Justice of the Peace 3	Court Clerk II.1003.001100.	16934	$42,863.45	$1,285.90	3.00	$ 44,149.35	-	MERIT	28-Mar-25
Public Affairs	Communications Specialist.1677.001100.	17230	$63,576.50	$1,740.96	2.74	$ 65,317.46	-	MERIT	28-Mar-25
Public Affairs	Web Content Specialist.2206.001100.	17072	$63,415.04	$1,902.42	3.00	$ 65,317.46	-	MERIT	28-Mar-25
Unified Road Systems	Senior Engineer.2133.001100.	17303	$155,994.80	$10,919.74	7.00	$ 166,914.54	-	MERIT	11-Apr-25
Wilco Pretrial Services	Pretrial Specialist.1212.001100.	17169	$44,290.00	$1,328.70	3.00	$ 45,618.71	-	MERIT	28-Mar-25
Wilco Pretrial Services	Court Services Specialist.2212.001100.	17266	$43,617.60	$1,308.53	3.00	$ 44,926.13	-	MERIT	28-Mar-25
Wilco Pretrial Services	Pretrial Specialist.2057.001100.	17279	$44,290.00	$1,328.70	3.00	$ 45,618.71	-	MERIT	28-Mar-25
Wilco Pretrial Services	Pretrial Officer.1955.001100.	16396	$50,593.92	$1,517.82	3.00	$ 52,111.74	-	MERIT	28-Mar-25

				(TO)	(FROM)
entity	**fund**	**dept**	**object**	**dr**	**cr**
01	0100	0403	001100	1,728.83	
01	0100	0403	002010	132.26	
01	0100	0403	002020	277.48	
01	0100	0404	001100	782.75	
01	0100	0404	002010	59.88	
01	0100	0404	002020	125.63	
01	0100	8002	001130		2,511.58
01	0100	8002	002010		192.14
01	0100	8002	002020		403.11
01	0100	0503	001100	2,780.96	
01	0100	0503	002010	212.74	
01	0100	0503	002020	446.34	
01	0100	8008	001130		2,780.96
01	0100	8008	002010		212.74
01	0100	8008	002020		446.34
01	0100	0453	001100	1285.90	
01	0100	0453	001130		1285.90
01	0100	0406	001100	3643.38	
01	0100	0406	001130		3643.38
01	0200	0210	001100	10919.74	
01	0200	0210	001130		10919.74
01	0100	0591	001100	5483.75	
01	0100	0591	001130		5483.75

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
0576- Juvenile Services	1093	17211	$50,593.92	$50,593.92	$62,558.37	$50,946.29	$11,612.08	N/A	Reallocation of position budget to facilitate reclassification/increase as allowed by policy. Surplus salary from PCN 1093 to PCN 1144.	3/28/2025
0576- Juvenile Services	1144	10762	$116,118.60	$127,730.68	$116,118.60	$127,730.68	N/A	$11,612.08	Reclass: Grade change from B.34 to B.36 (additional duties due to retirement of Assistant Director). Reallocation of position budget to facilitate reclassification/increase as allowed by policy. Surplus salary from PCN 1093 to PCN 1144.	3/28/2025
0576- Juvenile Services	1175	17244	$47,980.63	$47,980.63	$54,698.77	$50,852.47	$3,846.30	N/A	Reallocation of position budget to facilitate reclassification/increase as allowed by policy. Surplus salary from PCN 1175 to PCN 1171	3/28/2025
0576- Juvenile Services	1171	Vacant	N/A	N/A	$70,753.20	$74,599.50	N/A	$3,846.30	Reclass: Title and Grade change from Senior Juvenile Facility Supervisor (B.28) to Juvenile Probation Supervisor (B.29). Reallocation of position budget to facilitate reclassification/increase as allowed by policy. Surplus salary on PCN 1175 to 1171.	3/28/2025
0405-Veteran's Services	1846	Vacant	N/A	N/A	$56,349.62	$53,159.94	$3,189.68	N/A	Reallocation of position budget to facilitate reclassification/increase as allowed by policy. Surplus salary from PCN's 1846 and 2019 to PCN 1612.	3/28/2025

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
0405-Veteran's Services	2019	17003	$53,560.00	$53,560.00	$54,107.11	$53,560.00	$547.11	N/A	Reallocation of position budget to facilitate reclassification/increase as allowed by policy. Surplus salary from PCN's 1846 and 2019 to PCN 1612.	3/28/2025
0405-Veteran's Services	1612	14710	$56,025.17	$59,761.97	$56,025.18	$59,761.97	N/A	$3,736.79	Reclass: Title and Grade Change from Asst. Veterans Service Officer (B.23) to Senior AVSO (B.25). Reallocation of position budget to facilitate reclassification/increase as allowed by policy. Surplus salary from PCN's 1846 and 2019 to PCN 1612.	3/28/2025
0560- Sheriff's Office	1263	Vacant	N/A	N/A	$90,122.19	$87,276.48	$2,845.71	N/A	Reallocation of position budget to facilitate promotion as allowed by policy. Surplus salary from PCN 1263 to PCN 2202.	3/28/2025
0560-Sheriff's Office	2202	Vacant	N/A	N/A	$71,142.76	$73,988.47	N/A	$2,845.71	Reallocation of position budget to facilitate promotion as allowed by policy. Surplus salary from PCN 1263 to PCN 2202.	3/28/2025
0560-Sheriff's Office	1425	16162	N/A	N/A	N/A	N/A	N/A	N/A	Title Change only: From Chief Victim Asst Coordinator to Lead Victim Asst Coordinator.	3/28/2025

***Amount may vary slightly due to Oracle rounding**

Commissioners Court - Regular Session **11.**

Meeting Date: 03/25/2025

February 2025 Monthly Report

Submitted For: Angela Williams **Submitted By:** Melissa East, J.P. Pct. #2

Department: J.P. Pct. #2

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action to approve Justice of the Peace Precinct 2 February 2025 Monthly Report in compliance with Code of Criminal Procedure 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

February Monthly Report

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/12/2025 04:06 PM
Form Started By: Melissa East		Started On: 03/10/2025 09:14 AM
Final Approval Date: 03/12/2025		

Affidavit

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared Angela Williams, Justice of the Peace, Precinct 2, Williamson County, who on her oath, stated that the attached report of monies collected is a true and correct report for the month of FEBRUARY 2025.

JUSTICE OF THE PEACE PCT. 2 WILLIAMSON COUNTY, TEXAS

ANGELA WILLIAMS
JUSTICE OF THE PEACE
WILLIAMSON COUNTY PRECINCT 2

On this 6th day of March 2025, to certify which witness my hand and seal of office.

Notary Public
in and for the State of Texas

NOTARY PUBLIC STATE OF TEXAS
MELISSA EAST
My Notary ID # 128012229
Expires December 8, 2025

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Deposit Date: **02/01/2025 - 02/28/2025** Case Categories: **Criminal; Civil**
Locations: **JP2**

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
2020AFC4	Arrest Fee - Constable 4 CCP 102.011(a)(1), 102.011(e)	154.95	31	0.00	0	0.00	0	154.95	31
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	402.07	84	10.00	2	(10.00)	2	402.07	88
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	471.83	97	5.00	1	0.00	0	476.83	98
2020AHLHIS	Arrest Fee - Liberty Hill ISD CCP 102.011(a)(1), 102.011(e)	41.04	9	0.00	0	0.00	0	41.04	9
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	13,204.72	220	186.00	3	(124.00)	2	13,266.72	225
2020CDF	Compliance Dismissal Fine	390.00	39	0.00	0	0.00	0	390.00	39
2020DSCM	Driving Safety Course Mandatory CCP 45. 0511(f)(1)	353.96	36	0.00	0	0.00	0	353.96	36
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	3,037.70	224	42.00	3	(28.00)	2	3,051.70	229
2020LTF	Local Traffic Fine (TC 542.403)	271.92	93	0.00	0	0.00	0	271.92	93
2020POEPAW	State Warrant Fee -DPS CCP102. 011(a)(2),102.011(e)	0.00	0	100.00	2	0.00	0	100.00	2
2020STF	State Traffic Fine (TC 542.4031)	4,531.91	93	0.00	0	0.00	0	4,531.91	93
2020TPF	Time Payment Fee CCP 102.030	555.90	40	0.00	0	0.00	0	555.90	40
2020WFC2	Warrant Fee - Const Pct 2 CCP 102.011(a)(2), 102.011(e)	450.00	9	0.00	0	0.00	0	450.00	9
AB	Abstract	5.00	1	0.00	0	0.00	0	5.00	1
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	10.00	2	0.00	0	0.00	0	10.00	2
CB	Cash Bond	600.00	2	0.00	0	(660.60)	3	(60.60)	5
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	120.00	3	0.00	0	0.00	0	120.00	3
CCOP	Civil Copies	42.75	21	0.00	0	0.00	0	42.75	21
CERT	Certified Copy	4.00	2	0.00	0	0.00	0	4.00	2
CFINE	County Fine	21,097.90	171	272.00	2	(100.00)	2	21,269.90	175
CHS	Courthouse Security Fee (CCP 102.017)	9.00	3	0.00	0	0.00	0	9.00	3
CHSJC	JP Security Fee (CCP 102.017)	3.00	3	0.00	0	0.00	0	3.00	3
COLLFEE	Collection Agency Fee	719.73	11	117.60	2	0.00	0	837.33	13
CONT2	Constable Service Fee Pct #2	8,000.00	74	0.00	0	0.00	0	8,000.00	74
CRFEEOVER	Criminal Overpayment Fee	77.00	3	0.00	0	0.00	0	77.00	3
CSFF	Child Safety Fee (CCP 102.014(d))	60.00	3	0.00	0	0.00	0	60.00	3
DDF	Deferred Disposition Fee	1,524.00	20	25.00	1	(97.00)	1	1,452.00	22
IDF	Indigent Defense Fee (LGC 133.107)	6.00	3	0.00	0	0.00	0	6.00	3

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Deposit Date: **02/01/2025 - 02/28/2025** Case Categories: **Criminal; Civil**
Locations: **JP2**

Fee Code Summary									
Code Word	**Description**	**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
JCTF	Justice Court Technology Fee (CCP 102.0173)	12.00	3	0.00	0	0.00	0	12.00	3
JFR	Jury Reimbursement Fee (CCP 102.0045)	12.00	3	0.00	0	0.00	0	12.00	3
JTP	Juvenile Truancy Program (CCP 102.0174)	10.00	2	0.00	0	0.00	0	10.00	2
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	1.00	1	0.00	0	0.00	0	1.00	1
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	1.00	1	0.00	0	0.00	0	1.00	1
JURY	Jury Fee	110.00	5	0.00	0	0.00	0	110.00	5
JUSFC	Judicial Support Fund - County (LGC 133.105)	1.80	3	0.00	0	0.00	0	1.80	3
JUSFS	Judicial Support Fund - State (LGC 133.105)	16.20	3	0.00	0	0.00	0	16.20	3
MVF	Moving Violation Fee (CCP 102.022)	0.10	1	0.00	0	0.00	0	0.10	1
OPAY	Over Payments > $10	146.00	1	0.00	0	(231.00)	1	(85.00)	2
SB41CDRF	County Dispute Resolution fund - LGC 135.157	1,530.00	307	0.00	0	0.00	0	1,530.00	307
SB41JCSF	Justice Court Support Fund	7,650.00	307	0.00	0	0.00	0	7,650.00	307
SB41LAF	Language Access Fund - LGC 135.155	918.00	307	0.00	0	0.00	0	918.00	307
SB41SCF	State Consolidated Fee	399.00	19	0.00	0	0.00	0	399.00	19
SFMCWV	State Fine - Motor Carrier Weight Violation	750.00	1	0.00	0	0.00	0	750.00	1
TCCF	Truant Conduct Contempt Fine - Child	140.00	4	0.00	0	0.00	0	140.00	4
WARC2	Warrant Fee - Constable Pct. 2	50.00	1	0.00	0	0.00	0	50.00	1
WEXEC	Writ of Execution	10.00	2	0.00	0	0.00	0	10.00	2
WGAR	Writ of Garnishment	5.00	1	0.00	0	0.00	0	5.00	1
WPOSS	Writ of Possession	55.00	11	0.00	0	0.00	0	55.00	11
WSF2	Constable #2 - Writ Service Fee	2,600.00	13	0.00	0	0.00	0	2,600.00	13
Fee Code Summary Totals		**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
		70,561.48	2,293	757.60	16	(1,250.60)	13	70,068.48	2,322

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Deposit Date: 02/01/2025 - 02/28/2025 Case Categories: Criminal; Civil
Locations: JP2

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207017 - Collections Agency Fee	L-004-2-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	837.33
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-2-01-0100-0000-209700: 01-0100-0000-209700 - JP COURTS-REFUNDS	77.00
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-2-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	10.00
01-0100-0000-341802 - FEES OF OFFICE, JP PCT-2	L-004-2-01-0100-0000-341802: 01-0100-0000-341802 - FEES OF OFFICE, JP PCT #2	10,842.50
01-0100-0000-341902 - CIVIL FEES/OFFICE, CONST 2	L-004-2-01-0100-0000-341902: 01-0100-0000-341902 - Fees of Office, Const. PCT #2	10,600.00
01-0100-0000-341912 - CRIMINAL FEES/OFFICE, CONST 2	L-004-2-01-0100-0000-341912: 01-0100-0000-341912 - Fees of Office, Crim. Const PCT #2	500.00
01-0100-0000-341914 - CRIMINAL FEES/OFFICE, CONST 4	L-004-2-01-0100-0000-341914: 01-0100-0000-341914 - Fees of Office, Crim. Const PCT #4	154.95
01-0100-0000-342860 -Time Payment Fee County 2.50	L-004-2-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	555.90
01-0100-0000-351302 - FINES, JP PCT-2	L-004-2-01-0100-0000-351302: 01-0100-0000-351302 - FINES, JP PCT #2	21,409.90
01-0100-0000-365103 Language Access Fund	L-004-2-01-0100-0000-365103: Language Access Fund	918.00
99-9999-9999-000003 - LOCAL Consolidated CC-Misd C	L-004-2-99-9999-9999-000003: 99-9999-9999-000003 - LOCAL Consolidated CC - Misd C	3,051.70
	0100 - General Fund Total:	48,957.28
0361 - JP Security Fund		
01-0361-0000-341152 - JP 2 SECURITY FEES	L-004-2-01-0361-0000-341152: 01-0361-0000-341152 - JP 2 SECURITY FEES	12.00
	0361 - JP Security Fund Total:	12.00
0368 - JP-2 Truancy Program Fund		
01-0368-0000-370000 - JP-2 Truancy Program Fees	L-004-2-01-0368-0000-370000: 01-0368-0000-370000 - JP-2 Truancy Program Fee	10.00
	0368 - JP-2 Truancy Program Fund Total:	10.00
0370 - Alternate Dispute Resolution Fund		
01-0370-0000-341170 - Alternate Dispute Resolution Fees	L-004-2-01-0370-0000-341170: 01-0370-0000-341170 - Alternate Dispute Resolution Fees	1,530.00
	0370 - Alternate Dispute Resolution Fund Total:	1,530.00
0372 - Justice Court Technology Fund		
01-0372-0000-341142 - JP 2 TECHNOLOGY FEES	L-004-2-01-0372-0000-341142: 01-0372-0000-341142 - JP #2 TECHNOLOGY FEES	12.00
	0372 - Justice Court Technology Fund Total:	12.00

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Deposit Date: 02/01/2025 - 02/28/2025 Case Categories: Criminal; Civil
Locations: JP2

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208032 - JP 2 Truancy Prev/Diversion - State	L-004-2-01-0399-0000-208032: 01-0399-0000-208032 - JP 2 Truancy Prev/Diversion - State	2.00
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-2-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	120.00
01-0399-0000-208165 - CCC 01.2020 Fee's Due to State	L-004-2-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3)	13,266.72
01-0399-0000-208181 - State Consolidated Fee	L-004-0399-0000-208181: State Consolidated Fee	399.00
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-2-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	12.00
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-2-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	18.00
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-2-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	502.07
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-2-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	0.10
01-0399-0000-208426 - State Traffic Fine Due to State 2020	L-004-2-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	4,531.91
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-2-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	6.00
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-2-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	750.00
	0399 - State Agency Fund Total:	19,607.80
JP BOND		
01-0100-0000-207034 - JP2 Bond Liability Account	L-004-2-02-00002: JP2 Registry Bond Account Liability	(60.60)
	JP BOND Total:	(60.60)
	Fee Totals for All Funds:	70,068.48

Commissioners Court - Regular Session **12.**

Meeting Date: 03/25/2025

Justice of the Peace 3 February 2025 Monthly Report

Submitted For: Evelyn McLean **Submitted By:** Mary Alcala, J.P. Pct. #3

Department: J.P. Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct 3, February 2025 Monthly Report in compliance with Code of Criminal Procedure § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

February 2025 CCP 103

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/06/2025 05:15 PM
Form Started By: Mary Alcala		Started On: 03/06/2025 03:18 PM
Final Approval Date: 03/06/2025		

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared Evelyn McLean, Justice of the Peace, Precinct 3, Williamson County, who, on her oath, stated that the attached report of money collected is a true and correct report for the month of February 2025.

JUSTICE OF THE PEACE PCT. 3 WILLIAMSON COUNTY, TEXAS

EVELYN McLEAN
JUSTICE OF THE PEACE
PRECINCT THREE

On this 5th day of March 2025, to certify which witness my hand and seal of office.

NOTARY PUBLIC
in and for the State of Texas

NOTARY PUBLIC STATE OF TEXAS
MARY ANN ALCALA
Notary Public, State of Texas
Comm. Expires 04-12-2025
Notary ID 133030414

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **02/01/2025 - 02/28/2025** Case Categories: **Civil**
Locations: **JP3**

Payment Type: **Cash Bond Deposit; E-Filing Payment; ...**

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	117.25
01-0100-0000-341903 - CIVIL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341903: 01-0100-0000-341903 - Fees of Office, Const. PCT #3	10,480.00
	0100 - General Fund Total:	**10,597.25**
	Fee Totals for All Funds:	**10,597.25**

Payment Report - Fee Code Summary

Transaction Date: **02/01/2025 - 02/28/2025** Case Categories: **Civil**
Locations: **JP3**

Payment Type: **Cash Bond Deposit; E-Filing Payment; ...**

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
CCOP	Civil Copies	23.25	7	0.00	0	0.00	0	23.25	7
CONT3	Constable Service Fee Pct #3	8,880.00	87	0.00	0	0.00	0	8,880.00	87
JURY	Jury Fee	44.00	2	0.00	0	0.00	0	44.00	2
TRANS	Transcript	10.00	1	0.00	0	0.00	0	10.00	1
WPOSS	Writ of Possession	40.00	8	0.00	0	0.00	0	40.00	8
WSF3	Constable #3 - Writ Service Fee	1,600.00	8	0.00	0	0.00	0	1,600.00	8

Fee Code Summary Totals	Gross		Positive Adjustments		Negative Adjustments		Net	
	Amount	Number	Amount	Number	Amount	Number	Amount	Number
	10,597.25	113	0.00	0	0.00	0	10,597.25	113

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **02/01/2025 - 02/28/2025** Case Categories: **Criminal**
Locations: **JP3** Payment Type: **Cash Bond Deposit; E-Filing Payment; ...**

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207017 - Collections Agency Fee	L-004-3-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	9,064.01
01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	L-004-3-01-0100-0000-209600: 01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	329.80
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-3-01-0100-0000-209700: 01-0100-0000-209700 - JP COURTS-REFUNDS	(181.00)
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-3-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	93.25
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	5,585.78
01-0100-0000-341913 - CRIMINAL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341913: 01-0100-0000-341913 - Fees of Office, Crim. Const PCT #3	1,100.05
01-0100-0000-351303 - FINES, JP PCT-3	L-004-3-01-0100-0000-351303: 01-0100-0000-351303 - FINES, JP PCT #3	107,860.66
	0100 - General Fund Total:	**123,852.55**
0361 - JP Security Fund		
01-0361-0000-341153 - JP 3 SECURITY FEES	L-004-3-01-0361-0000-341153: 01-0361-0000-341153 - JP 3 SECURITY FEES	131.59
	0361 - JP Security Fund Total:	**131.59**
0365 - Child Safety Fund		
01-0365-0000-341161 - JP CHILD SAFETY FEE	L-004-3-01-0365-0000-341161: 01-0365-0000-341161 - JP CHILD SAFETY FEE	46.60
	0365 - Child Safety Fund Total:	**46.60**
0367 - JP-3 Truancy Program Fund		
01-0367-0000-370000 - JP-3 Truancy Program Fees	L-004-3-01-0367-0000-370000: 01-0367-0000-370000 - JP-3 Truancy Program Fee	164.37
	0367 - JP-3 Truancy Program Fund Total:	**164.37**
0372 - Justice Court Technology Fund		
01-0372-0000-341143 - JP 3 TECHNOLOGY FEES	L-004-3-01-0372-0000-341143: 01-0372-0000-341143 - JP #3 TECHNOLOGY FEES	131.54
	0372 - Justice Court Technology Fund Total:	**131.54**

Payment Report - G/L and Fund Summary

Transaction Date: **02/01/2025 - 02/28/2025** Case Categories: **Criminal**
Locations: **JP3** Payment Type: **Cash Bond Deposit; E-Filing Payment; ...**

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	L-004-3-01-0399-0000-208033: 01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	61.38
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	1,315.23
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-3-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	131.54
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-3-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	197.28
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-3-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	212.46
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-3-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	1.85
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-3-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	192.81
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-3-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	65.75
01-0399-0000-208720 - SEATBELT FINES	L-004-3-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	223.47
01-0399-0000-208750 - TLFTA FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208750: 01-0399-0000-208750 - Traffic Law Failure To Appear	562.74
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-3-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	1,505.01
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-3-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	28.02
	0399 - State Agency Fund Total:	**4,497.54**
JP BOND		
01-0100-0000-207020 - JP3 Bond Liability Account	L-004-3-02-00002: JP3 Registry Bond Account Liability	500.00
	JP BOND Total:	**500.00**
	Fee Totals for All Funds:	**129,324.19**

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **02/01/2025 - 02/28/2025** Case Categories: **Criminal**
Locations: **JP3**

Payment Type: **Cash Bond Deposit; E-Filing Payment; ...**

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
AFCA3	Arrest/Service Fee - Const. Pct. 3	5.00	1	0.00	0	0.00	0	5.00	1
AFDPS	Arrest Fee - DPS (CCP 102.011)	112.46	28	0.00	0	0.00	0	112.46	28
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	42.36	12	0.00	0	0.00	0	42.36	12
CB	Cash Bond	500.00	3	0.00	0	0.00	0	500.00	3
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	1,315.23	42	0.00	0	0.00	0	1,315.23	42
CFINE	County Fine	107,860.66	921	0.00	0	0.00	0	107,860.66	921
CHS	Courthouse Security Fee (CCP 102.017)	98.67	42	0.00	0	0.00	0	98.67	42
CHSJC	JP Security Fee (CCP 102.017)	32.92	42	0.00	0	0.00	0	32.92	42
COLLFEE	Collection Agency Fee	9,064.01	140	0.00	0	0.00	0	9,064.01	140
COPIES	Certified Copies	2.00	1	0.00	0	0.00	0	2.00	1
COPY	Copies	4.70	5	0.00	0	0.00	0	4.70	5
CRFEEOVER	Criminal Overpayment Fee	(181.00)	3	0.00	0	0.00	0	(181.00)	3
CSSF	Child Safety School Fee (CCP 102.014(c))	46.60	2	0.00	0	0.00	0	46.60	2
DDF	Deferred Disposition Fee	5,538.00	50	0.00	0	0.00	0	5,538.00	50
FNTC1	Child Safety Seat Fine Trauma Center	223.47	6	0.00	0	0.00	0	223.47	6
IDF	Indigent Defense Fee (LGC 133.107)	65.75	42	0.00	0	0.00	0	65.75	42
JCTF	Justice Court Technology Fee (CCP 102.0173)	131.54	42	0.00	0	0.00	0	131.54	42
JFR	Jury Reimbursement Fee (CCP 102.0045)	131.54	42	0.00	0	0.00	0	131.54	42
JTP	Juvenile Truancy Program (CCP 102.0174)	164.37	42	0.00	0	0.00	0	164.37	42
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	30.69	39	0.00	0	0.00	0	30.69	39
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	30.69	39	0.00	0	0.00	0	30.69	39
JUSFC	Judicial Support Fund - County (LGC 133.105)	19.71	42	0.00	0	0.00	0	19.71	42
JUSFS	Judicial Support Fund - State (LGC 133.105)	177.57	42	0.00	0	0.00	0	177.57	42
MVF	Moving Violation Fee (CCP 102.022)	1.85	21	0.00	0	0.00	0	1.85	21
OMNI	OMNI Fee	112.55	23	0.00	0	0.00	0	112.55	23
OMNIC	OMNI Fee - County	75.04	23	0.00	0	0.00	0	75.04	23
OMNIS	OMNI Fee - State	375.15	23	0.00	0	0.00	0	375.15	23
SFC3	Service/Arrest Fee - Const. 3	71.22	13	0.00	0	0.00	0	71.22	13
SFMCWV	State Fine - Motor Carrier Weight Violation	1,505.01	12	0.00	0	0.00	0	1,505.01	12
SFOC	Service Fee - Out of County	18.80	4	0.00	0	0.00	0	18.80	4

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **02/01/2025 - 02/28/2025** Case Categories: **Criminal**
Locations: **JP3**

Payment Type: **Cash Bond Deposit; E-Filing Payment; ...**

Fee Code Summary									
Code Word	**Description**	**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
STF	State Traffic Fee (TC 542.4031)	192.81	8	0.00	0	0.00	0	192.81	8
TPC	Time Payment Fee - County	1.79	1	0.00	0	0.00	0	1.79	1
TPS	Time Payment Fee - State	26.23	4	0.00	0	0.00	0	26.23	4
TPWF	Texas P&W Fine	329.80	5	0.00	0	0.00	0	329.80	5
UFA	Uniform Traffic Act (TC 542.403)	22.28	9	0.00	0	0.00	0	22.28	9
WARC3	Warrant Fee - Constable Pct. 3	1,023.83	23	0.00	0	0.00	0	1,023.83	23
WCSO	Williamson County Sheriff	50.89	2	0.00	0	0.00	0	50.89	2
WFDPS	Warrant Fee - DPS	100.00	2	0.00	0	0.00	0	100.00	2
Fee Code Summary Totals		**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
		129,324.19	1,801	0.00	0	0.00	0	129,324.19	1,801

Commissioners Court - Regular Session **13.**

Meeting Date: 03/25/2025

Investment Report 1st Qtr FY 2025

Submitted For: David Heselmeyer **Submitted By:** David Heselmeyer, County Treasurer

Department: County Treasurer

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take action on approving the Investment Report for the Quarter ending December 31, 2024, which was approved by the investment committee on January 29, 2025.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Q1FY25 Inv Report

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/19/2025 03:19 PM
Form Started By: David Heselmeyer		Started On: 03/18/2025 11:45 AM
Final Approval Date: 03/19/2025		

INVESTMENT REPORT

Williamson County

October 1 to December 31, 2024



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HilltopSecurities

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Market Recap

Bond yields generally edged higher in December despite another cut to the overnight funds target by the Fed. The underlying reason for rising yields (on longer maturities) was *persistent inflationary pressure*. Back in September, Fed officials believed inflation was under control, shifting their primary concern to a weakening labor market which they hoped a jumbo-sized 50 basis point rate cut would revive. Since then, the inflation rate has moved sideways, while employment has perked up.

The November employment report proved *better than expected* as U.S. businesses added +227k jobs to company payrolls. Upward revisions to the previous two months added another +56k, boosting the three-month average payroll gain from a tepid +123k to a solid +173k. In the separate household survey, a large decline in the civilian labor force pushed the unemployment rate up from 4.1% to 4.2%. *Still, historically low.*

The November CPI report was a bit warm once again. Headline CPI rose +0.3%, while the annual pace of consumer inflation rose from +2.6% to +2.7%. It was the second consecutive increase after reaching a low of +2.4% in September. Core CPI increased by +0.3% in November and held steady at a +3.3% annual pace for the third straight month. Shelter costs were a bright spot, up +0.3% for the month and +4.7% year-over-year, *the smallest annual increase in nearly four years.*

Fed officials ignored the solid November employment report and the frustratingly warm CPI and announced a 25 basis point rate cut on December 18th, bringing combined easing to 100 bps over the past three months. The new overnight funds target is 4.25% to 4.50%, still considered somewhat restrictive given the spread above core CPI. The committee's updated "dot plot," or median interest rate projection, showed a 2025 yearend forecast of 3.875%, up half a point from 3.375% in September and now calling for two more cuts in 2025 instead of four. For the end of 2026, the median forecast is now 3.375%, implying another half point reduction in 2026.

The committee was more upbeat on its unemployment rate forecast, lowering expectations from 4.4% to 4.3% by the end of next year. Given that it was perceived deterioration in the labor market that prompted the FOMC to ease by 50 bps back in September, that concern seems to have been extinguished, allowing the Fed to refocus on inflation.

Other central banks around the world continue to normalize their rate policies as economic growth stalls and inflation cools. In December, the Bank of Canada, and the Swiss National Bank both cut another 50 basis points, while the ECB cut another 25 bps. All else being equal, lower global rates should (eventually) exert downward pressure on U.S. bond yields.

Days after Fed officials cut the overnight rate, the personal consumption expenditures (PCE) index rose by just +0.1% in November, following three straight months of +0.2% gains. On a year-over-year basis, headline PCE came in slightly below forecast at +2.4%. More importantly, core PCE rose just +0.1% in November, the coolest since May, and +2.8% year-over-year, slightly below forecast. *A single month doesn't make a trend, but this was an encouraging report.*

The first FOMC meeting of 2025 is at the end of January. Obviously, that's still a month away and a lot can happen, but the committee is expected to hold rates steady until Fed officials get a better idea of the fiscal and trade policies that are likely to be implemented by the Trump administration.

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Investment Officers' Certification

This report is prepared for the Williamson County (the "Entity") in accordance with Chapter 2256 of the Texas Public Funds Investment Act ("PFIA"). Section 2256.023(a) of the PFIA states that: "Not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a written report of the investment transactions for all funds covered by this chapter for the preceding reporting period." This report is signed by the Entity's investment officers and includes the disclosures required in the PFIA.

The investment portfolio complied with the PFIA and the Entity's approved Investment Policy and Strategy throughout the period. All investment transactions made in the portfolio during this period were made on behalf of the Entity and were made in full compliance with the PFIA and the approved Investment Policy.

Investment Officers

Scott Heselmeyer
County Treasurer

Julie Kiley
County Auditor

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Portfolio Overview

Portfolio Summary

	Prior 30 Sep-24	Current 31 Dec-24
Par Value	1,287,520,131.01	1,425,534,453.40
Original Cost	1,285,050,566.78	1,421,146,628.54
Book Value	1,284,916,732.14	1,422,248,441.14
Market Value	1,284,656,557.31	1,421,216,597.79
Accrued Interest	3,198,619.63	2,234,953.83
Book Value Plus Accrued	1,288,115,351.78	1,424,483,394.97
Market Value Plus Accrued	1,287,855,176.94	1,423,451,551.61
Net Unrealized Gain/(Loss)	(260,174.83)	(1,031,843.36)

Income Summary

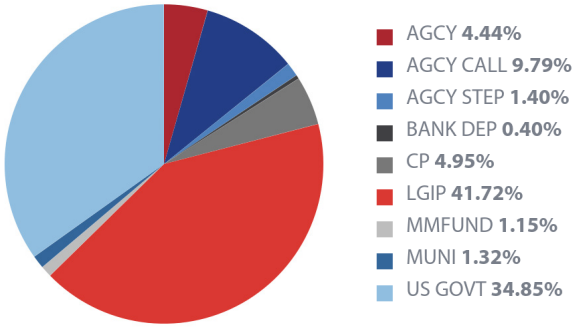
Current Period	1 Oct-24 to 31 Dec-24
Interest Income	11,446,033.54
Net Amortization/Accretion	1,179,234.08
Realized Gain/(Loss)	14,648.54
Net Income	12,639,916.16

Fiscal Year-to-Date	1 Oct-24 to 31 Dec-24
Net Income	12,639,916.16

Portfolio Characteristics

	Prior 30 Sep-24	Current 31 Dec-24
Yield to Maturity	4.296%	4.035%
Yield to Worst	4.289%	4.029%
Days to Final Maturity	122	94
Days to Effective Maturity	98	78
Duration	0.76	0.80

Asset Allocation



Transaction Summary

Transaction Type	Quantity	Principal	Interest	Total Amount	Realized Gain/Loss
Buy	77,451,538.79	(75,575,042.78)	(105,801.63)	(75,680,844.41)	0.00
Sell	(9,926,818.71)	9,926,818.71	0.00	9,926,818.71	0.00
Maturity	(107,859,494.81)	107,859,494.81	0.00	107,859,494.81	0.00
Call Redemption	(31,475,000.00)	31,475,000.00	0.00	31,475,000.00	14,648.54
Coupon	0.00	0.00	3,668,503.53	3,668,503.53	0.00
MMFUND Dividends	0.00	0.00	3,907,792.15	3,907,792.15	0.00

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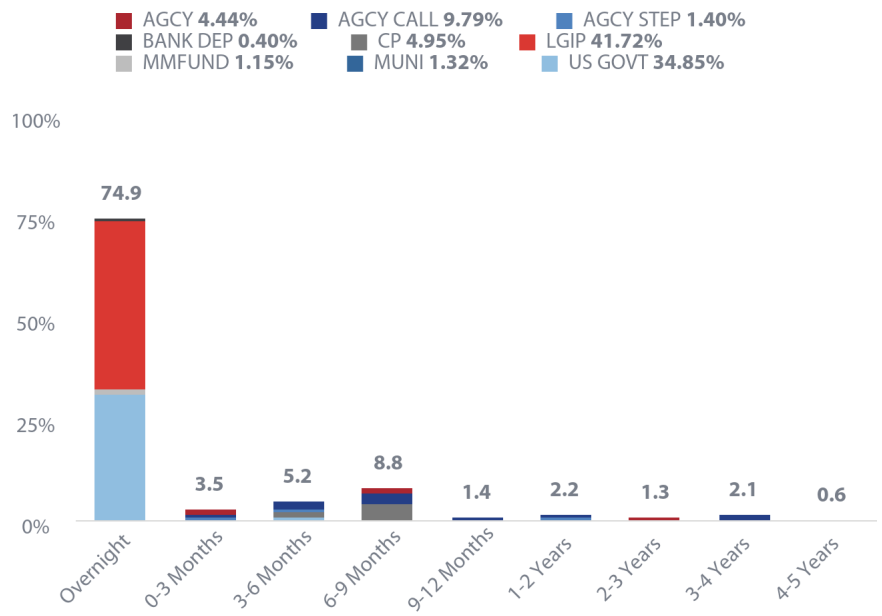
Portfolio Overview

Maturity Distribution by Security Type



Top Ten Holdings

Issuer	Allocation
United States Department of The Treasury	34.85%
TEX PRIME	14.53%
LOGIC	11.68%
TEXPOOL	10.48%
Federal Home Loan Banks	6.92%
Federal Farm Credit Banks Funding Corporation	4.80%
TXCLASS	4.64%
Federal Home Loan Mortgage Corporation	3.49%
Royal Bank of Canada	2.19%
Toyota Motor Credit Corporation	2.06%

Maturity Distribution by Security Type

Security Type	Overnight	0-3 Months	3-6 Months	6-9 Months	9-12 Months	1-2 Years	2-3 Years	3-4 Years	4-5 Years	Portfolio Total
AGCY	--	20,001,187.10	--	20,005,734.25	5,012,008.80	--	9,960,852.97	5,135,681.46	2,976,292.69	**63,091,757.26**
AGCY CALL	--	10,000,000.00	29,987,424.63	43,309,007.26	14,698,166.79	14,960,863.58	9,143,006.45	10,959,443.08	6,192,053.75	**139,249,965.55**
AGCY STEP	--	10,000,000.00	4,945,898.81	--	--	5,000,000.00	--	--	--	**19,945,898.81**
BANK DEP	5,661,134.85	--	--	--	--	--	--	--	--	**5,661,134.85**
CP	--	--	19,639,902.76	50,696,182.22	--	--	--	--	--	**70,336,084.98**
LGIP	593,340,293.68	--	--	--	--	--	--	--	--	**593,340,293.68**
MMFUND	16,289,755.63	--	--	--	--	--	--	--	--	**16,289,755.63**
MUNI	--	9,755,813.76	4,572,922.53	1,000,000.00	--	--	--	*3,399,593.06*	--	**18,728,329.34**
US GOVT	449,263,269.24	--	14,904,852.68	9,791,576.18	--	*11,531,904.57*	--	*10,113,618.38*	--	**495,605,221.04**
Total	**1,064,554,453.40**	**49,757,000.85**	**74,051,001.40**	**124,802,499.91**	**19,710,175.59**	**31,492,768.15**	**19,103,859.43**	**29,608,335.98**	**9,168,346.44**	**1,422,248,441.14**

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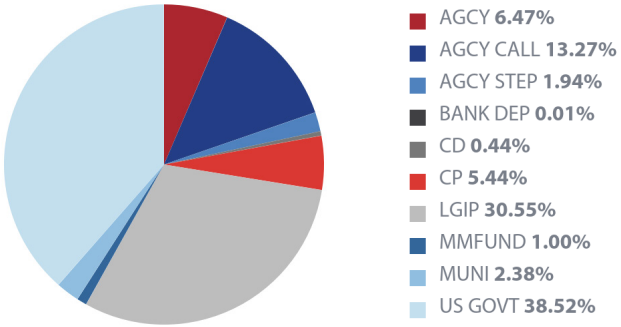
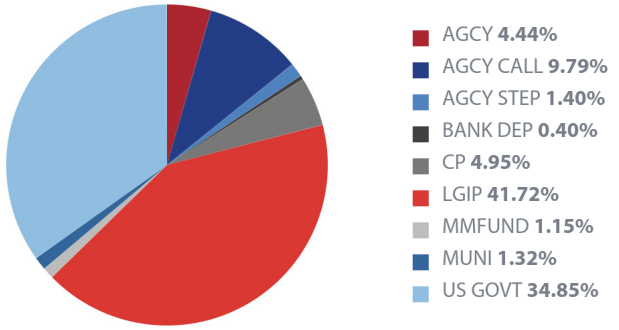
Asset Allocation

Asset Allocation by Security Type as of 30-Sep-2024



Asset Allocation by Security Type as of 31-Dec-2024



Book Value Basis Security Distribution

Security Type	Prior Balance 30-Sep-24	Prior Allocation 30-Sep-24	Change in Allocation	Current Balance 31-Dec-24	Current Allocation 31-Dec-24	Yield to Maturity
AGCY	83,113,959.80	6.47%	(2.03%)	63,091,757.26	4.44%	4.324%
AGCY CALL	170,473,291.60	13.27%	(3.48%)	139,249,965.55	9.79%	3.581%
AGCY STEP	24,890,821.26	1.94%	(0.53%)	19,945,898.81	1.40%	2.538%
BANK DEP	67,892.00	0.01%	0.39%	5,661,134.85	0.40%	0.000%
CD	5,595,748.17	0.44%	(0.44%)	0.00	0.00%	
CP	69,950,816.67	5.44%	(0.50%)	70,336,084.98	4.95%	4.504%
LGIP	392,588,742.90	30.55%	11.16%	593,340,293.68	41.72%	4.664%
MMFUND	12,810,452.14	1.00%	0.15%	16,289,755.63	1.15%	4.430%
MUNI	30,520,432.66	2.38%	(1.06%)	18,728,329.34	1.32%	1.423%
US GOVT	494,904,574.95	38.52%	(3.67%)	495,605,221.04	34.85%	3.499%
Portfolio Total	**1,284,916,732.14**	**100.00%**		**1,422,248,441.14**	**100.00%**	**4.035%**

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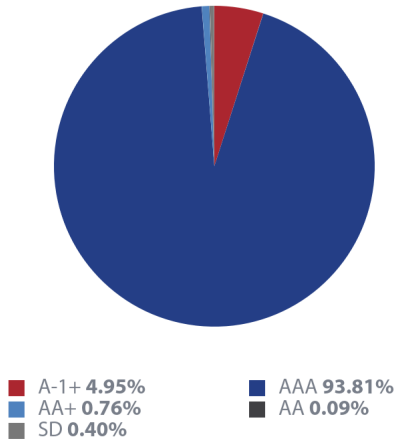
Credit Rating Summary

Rating Distribution

	Book Value	Portfolio Allocation
Secured Deposits (Insured or Collateralized)		
Demand Deposits	5,661,134.85	0.40%
Total Secured Deposits	**5,661,134.85**	**0.40%**
Local Government Investment Pools & Money Market Funds		
AAA	609,630,049.31	42.86%
Total Local Government Investment Pools & Money Market Funds	**609,630,049.31**	**42.86%**
Short Term Rating Distribution		
A-1+	70,336,084.98	4.95%
Total Short Term Rating Distribution	**70,336,084.98**	**4.95%**
Long Term Rating Distribution		
AA	1,239,702.00	0.09%
AAA	724,625,656.25	50.95%
AA+	10,755,813.76	0.76%
Total Long Term Rating Distribution	**736,621,172.01**	**51.79%**
Portfolio Total	**1,422,248,441.14**	**100.00%**

Allocation by Rating



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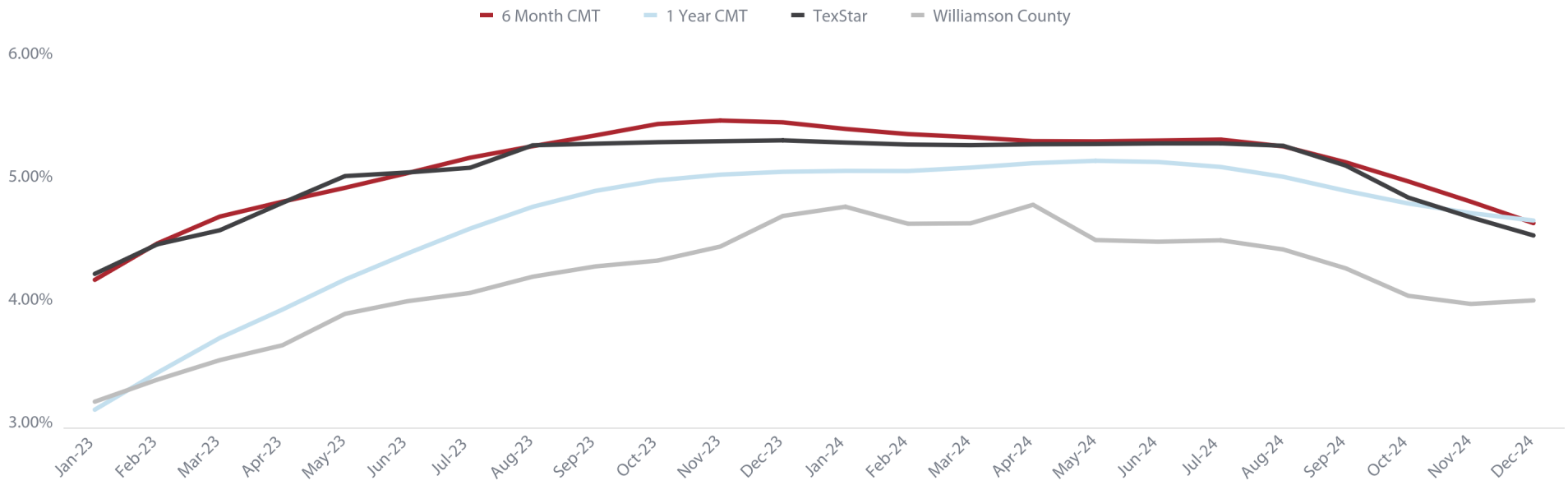
Benchmark Comparison



Yield Overview

	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24
Williamson County	**3.21**	**3.39**	**3.55**	**3.67**	**3.93**	**4.03**	**4.10**	**4.23**	**4.31**	**4.36**	**4.47**	**4.72**	**4.80**	**4.66**	**4.66**	**4.81**	**4.53**	**4.51**	**4.53**	**4.45**	**4.30**	**4.07**	**4.01**	**4.04**
6 Month CMT	4.20	4.50	4.72	4.84	4.95	5.07	5.20	5.29	5.38	5.47	5.50	5.48	5.43	5.39	5.36	5.33	5.33	5.34	5.34	5.29	5.16	5.00	4.84	4.66
1 Year CMT	3.15	3.45	3.73	3.96	4.21	4.42	4.62	4.80	4.93	5.01	5.06	5.08	5.09	5.09	5.12	5.15	5.17	5.16	5.12	5.04	4.93	4.82	4.75	4.69
TexStar	4.25	4.49	4.61	4.83	5.05	5.08	5.11	5.30	5.31	5.32	5.33	5.34	5.32	5.30	5.30	5.31	5.31	5.31	5.31	5.29	5.13	4.87	4.71	4.56

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Fund Overview

Fund Name	Prior Book Value	Prior Market Value	Changes to Market Value	Current Book Value	Current Market Value	Net Income	Days to Final Mty	YTM	YTW
2013 Park Bond	4,307,866.15	4,307,866.15	52,740.91	4,360,607.06	4,360,607.06	52,740.91	1	4.693%	4.693%
2013 Road Bond	5,778,995.09	5,778,995.09	(62,679.85)	5,716,315.24	5,716,315.24	69,619.18	1	4.693%	4.693%
2015 CO Bonds	883,468.03	883,468.03	10,816.23	894,284.26	894,284.26	10,816.23	1	4.693%	4.693%
2019 Park Bond	25,646,862.72	25,400,882.72	88,996.44	25,652,584.16	25,489,879.16	207,986.82	64	3.140%	3.140%
2019 Road Bond	131,722,837.91	130,942,435.89	(8,516,211.20)	122,822,779.89	122,426,224.69	1,039,825.44	103	3.365%	3.311%
2021 TAN	144,154,479.99	144,154,479.99	(2,690,753.78)	141,463,726.21	141,463,726.21	1,237,474.86	1	3.399%	3.399%
2023 Road Bond	156,449,258.45	156,449,258.45	(1,633,516.56)	154,815,741.89	154,815,741.89	1,344,497.81	1	3.401%	3.401%
2023 TAN	53,443,168.17	53,655,059.71	(4,607,813.02)	48,917,291.76	49,047,246.69	617,877.19	198	4.963%	4.963%
2024 TAN	157,035,888.81	157,035,888.81	(3,904,921.57)	153,130,967.24	153,130,967.24	1,339,213.55	1	3.399%	3.399%
ARP Fund	92,599,623.42	92,599,623.42	(2,996,143.12)	89,603,480.30	89,603,480.30	1,079,581.58	1	4.561%	4.561%
Conservation Fund	21,489,034.06	21,672,094.76	5,366,338.07	27,067,906.45	27,038,432.83	287,810.11	420	4.462%	4.462%
County Benefits Program	20,653,075.32	20,659,880.83	275,001.28	20,935,545.64	20,934,882.11	245,599.49	71	4.637%	4.637%
Cty Clerk Rcrd Mgmt&Prsrvation	8,127,193.58	8,127,193.58	274,475.32	8,401,668.90	8,401,668.90	99,475.32	1	4.561%	4.561%
Cty Clerk Records Archive	4,951,532.66	4,951,532.66	261,724.71	5,213,257.37	5,213,257.37	61,724.71	1	4.561%	4.561%
Debt Service Fund	10,996,845.10	10,996,845.10	36,988,910.42	47,985,755.52	47,985,755.52	232,506.81	1	4.695%	4.695%
Future Environmental Liability	5,784,847.16	5,904,141.98	(67,420.11)	5,820,529.56	5,836,721.87	68,494.90	799	4.636%	4.636%
General Fund-Core Investmnts	86,268,150.55	86,248,948.45	(624,413.69)	86,254,786.59	85,624,534.76	732,259.36	760	3.345%	3.313%
General Fund-Liquid Investmnts	177,044,847.64	177,083,990.97	110,432,738.45	287,538,944.40	287,516,729.42	1,709,391.82	39	4.630%	4.630%
LPPF	858,673.01	858,673.01	12,942,554.47	13,801,227.48	13,801,227.48	114,078.02	1	4.695%	4.695%
Passthrough Toll Reimb	47,145,660.96	47,242,659.64	373,219.97	47,608,013.82	47,615,879.61	552,091.92	193	4.526%	4.526%
Pooled Funds	58,006,541.45	58,006,541.45	(763,009.63)	57,243,531.82	57,243,531.82	686,729.93	1	4.616%	4.616%
Risk Funds	1,535,304.15	1,535,304.15	18,988.28	1,554,292.43	1,554,292.43	18,988.28	1	4.746%	4.746%
Road Districts	15,349,311.11	15,349,311.11	(7,335,214.11)	8,014,097.00	8,014,097.00	147,668.44	1	4.693%	4.693%
Road and Bridge General	46,266,359.89	46,394,574.59	548,056.77	46,886,623.60	46,942,631.36	555,887.68	118	4.768%	4.768%
Tobacco Funds	4,034,694.14	4,034,694.14	2,073,906.84	6,108,600.98	6,108,600.98	73,906.84	1	4.695%	4.695%
Tobacco UC Funds	4,382,212.63	4,382,212.63	53,668.95	4,435,881.58	4,435,881.58	53,668.95	1	4.695%	4.695%
Total	**1,284,916,732.14**	**1,284,656,557.31**	**136,560,040.47**	**1,422,248,441.14**	**1,421,216,597.78**	**12,639,916.16**	**94**	**4.035%**	**4.029%**

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Detail of Security Holdings

CUSIP	Settle Date	Security Type	Security Description	CPN	Maturity Date	Next Call Date	Call Type	Par Value	Purch Price	Original Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW	Rating
2013 Park Bond																		
LOGIC		LGIP	LOGIC		12/31/24			4,360,607.06	100.000	4,360,607.06	4,360,607.06	100.000	4,360,607.06	1		4.693	4.693	AAA
Total 2013 Park Bond								**4,360,607.06**		**4,360,607.06**	**4,360,607.06**		**4,360,607.06**	**1**		**4.693**	**4.693**	
2013 Road Bond																		
LOGIC		LGIP	LOGIC		12/31/24			5,716,315.24	100.000	5,716,315.24	5,716,315.24	100.000	5,716,315.24	1		4.693	4.693	AAA
Total 2013 Road Bond								**5,716,315.24**		**5,716,315.24**	**5,716,315.24**		**5,716,315.24**	**1**		**4.693**	**4.693**	
2015 CO Bonds																		
LOGIC		LGIP	LOGIC		12/31/24			894,284.26	100.000	894,284.26	894,284.26	100.000	894,284.26	1		4.693	4.693	AAA
Total 2015 CO Bonds								**894,284.26**		**894,284.26**	**894,284.26**		**894,284.26**	**1**		**4.693**	**4.693**	
2019 Park Bond																		
LOGIC		LGIP	LOGIC		12/31/24			125,079.85	100.000	125,079.85	125,079.85	100.000	125,079.85	1		4.693	4.693	AAA
TXCLASS		LGIP	Texas CLASS		12/31/24			15,527,504.31	100.000	15,527,504.31	15,527,504.31	100.000	15,527,504.31	1		4.746	4.746	AAA
3130ANP61	08/26/21	AGCY CALL	FHLB	0.680	02/26/25		Expired	5,000,000.00	100.000	5,000,000.00	5,000,000.00	99.441	4,972,045.00	57		0.680	0.680	AAA
3134GWUG9	09/24/20	AGCY CALL	FHLMC	0.570	09/24/25	03/24/25	Quarterly	5,000,000.00	100.000	5,000,000.00	5,000,000.00	97.305	4,865,250.00	267	83	0.570	0.570	AAA
Total 2019 Park Bond								**25,652,584.16**		**25,652,584.16**	**25,652,584.16**		**25,489,879.16**	**64**	**83**	**3.140**	**3.140**	
2019 Road Bond																		
HILLCASH	12/31/24	BANK DEP	Roundtop State Bank	0.000	12/31/24			5,661,134.85	1.000	5,661,134.85	5,661,134.85	1.000	5,661,134.85	1		0.000	0.000	SD
LOGIC		LGIP	LOGIC		12/31/24			4,050,450.28	100.000	4,050,450.28	4,050,450.28	100.000	4,050,450.28	1		4.693	4.693	AAA
TEXPOOL		LGIP	TexPool		12/31/24			1,227,398.18	100.000	1,227,398.18	1,227,398.18	100.000	1,227,398.18	1		4.561	4.561	AAA
TXCLASS		LGIP	Texas CLASS		12/31/24			29,894,367.12	100.000	29,894,367.12	29,894,367.12	100.000	29,894,367.12	1		4.746	4.746	AAA
TXCLGOV		LGIP	Texas CLASS Govt		12/31/24			1,358,329.26	100.000	1,358,329.26	1,358,329.26	100.000	1,358,329.26	1		4.453	4.453	AAA
882669BT0	12/23/20	MUNI	TEXAS PUBLIC FINANCE AUTHORITY	0.663	02/01/25			4,000,000.00	100.000	4,000,000.00	4,000,000.00	99.760	3,990,400.00	32		0.663	0.663	AA+
3130ANP61	08/26/21	AGCY CALL	FHLB	0.680	02/26/25		Expired	5,000,000.00	100.000	5,000,000.00	5,000,000.00	99.441	4,972,045.00	57		0.680	0.680	AAA
3130AQX57	02/28/22	AGCY STEP	FHLB	2.250	02/28/25		Expired	10,000,000.00	100.000	10,000,000.00	10,000,000.00	99.659	9,965,920.00	59		1.910	1.250	AAA
3130ARP96	04/28/22	AGCY CALL	FHLB	3.000	04/28/25		Quarterly	10,000,000.00	100.000	10,000,000.00	10,000,000.00	99.531	9,953,120.00	118		3.000	3.000	AAA
3134GXP73	08/30/22	AGCY CALL	FHLMC	4.000	05/28/25	02/28/25	Quarterly	10,000,000.00	100.000	10,000,000.00	10,000,000.00	99.821	9,982,120.00	148	59	4.002	4.002	AAA

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Detail of Security Holdings

CUSIP	Settle Date	Security Type	Security Description	CPN	Maturity Date	Next Call Date	Call Type	Par Value	Purch Price	Original Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW	Rating
3130AS6N4	08/08/22	AGCY CALL	FHLB	3.250	06/06/25	03/06/25	Quarterly	10,000,000.00	99.200	9,920,000.00	9,987,424.63	99.513	9,951,320.00	157	65	3.549	3.549	AAA
78009AUM4	11/21/24	CP	Royal Bank of Canada	0.000	07/21/25			12,000,000.00	97.029	11,643,453.33	11,703,860.00	97.543	11,705,100.00	202		4.555	4.555	A-1+
3134GXS47	08/14/23	AGCY CALL	FHLMC	4.200	08/28/25	02/28/25	Quarterly	10,000,000.00	98.192	9,819,200.00	9,939,815.58	99.840	9,984,020.00	240	59	5.144	5.144	AAA
3134GWUG9	09/24/20	AGCY CALL	FHLMC	0.570	09/24/25	03/24/25	Quarterly	10,000,000.00	100.000	10,000,000.00	10,000,000.00	97.305	9,730,500.00	267	83	0.570	0.570	AAA
Total 2019 Road Bond								**123,191,679.69**		**122,574,333.02**	**122,822,779.89**		**122,426,224.69**	**103**	**67**	**3.365**	**3.311**	
2021 TAN																		
TXCLASS		LGIP	Texas CLASS		12/31/24			916.38	100.000	916.38	916.38	100.000	916.38	1		4.746	4.746	AAA
USTDDSLG2		US GOVT	U.S. Treasury DD SLGS	0.000	12/31/24			113,782,935.69	100.000	113,782,935.69	113,782,935.69	100.000	113,782,935.69	1		3.399	3.399	AAA
USTDDSLGS		US GOVT	U.S. Treasury DD SLGS	0.000	12/31/24			27,679,874.14	100.000	27,679,874.14	27,679,874.14	100.000	27,679,874.14	1		3.399	3.399	AAA
Total 2021 TAN								**141,463,726.21**		**141,463,726.21**	**141,463,726.21**		**141,463,726.21**	**1**		**3.399**	**3.399**	
2023 Road Bond																		
TXCLASS		LGIP	Texas CLASS		12/31/24			134,452.48	100.000	134,452.48	134,452.48	100.000	134,452.48	1		4.746	4.746	AAA
USTDDSLGS		US GOVT	U.S. Treasury DD SLGS	0.000	12/31/24			154,681,289.41	100.000	154,681,289.41	154,681,289.41	100.000	154,681,289.41	1		3.399	3.399	AAA
Total 2023 Road Bond								**154,815,741.89**		**154,815,741.89**	**154,815,741.89**		**154,815,741.89**	**1**		**3.401**	**3.401**	
2023 TAN																		
TXCLASS		LGIP	Texas CLASS		12/31/24			15,641,337.69	100.000	15,641,337.69	15,641,337.69	100.000	15,641,337.69	1		4.746	4.746	AAA
3130ALUA0	08/31/23	AGCY STEP	FHLB	1.000	04/07/25		Quarterly	5,000,000.00	93.616	4,680,807.00	4,945,898.81	99.107	4,955,325.00	97		5.210	5.210	AAA
3130ASG29	06/12/23	AGCY CALL	FHLB	3.600	06/30/25	03/30/25	Quarterly	10,000,000.00	97.447	9,744,700.00	9,936,124.65	99.613	9,961,250.00	181	89	4.924	4.924	AAA
3130ASY78	08/03/23	AGCY CALL	FHLB	3.890	08/28/25	02/28/25	Quarterly	8,500,000.00	97.640	8,299,400.00	8,433,067.04	99.664	8,471,474.00	240	59	5.105	5.105	AAA
3133EPNF8	09/11/23	AGCY CALL	FFCB	4.820	06/23/26	06/23/25	Continuous	10,000,000.00	99.278	9,927,754.50	9,960,863.58	100.179	10,017,860.00	539	174	5.099	5.099	AAA
Total 2023 TAN								**49,141,337.69**		**48,293,999.19**	**48,917,291.76**		**49,047,246.69**	**198**	**110**	**4.963**	**4.963**	
2024 TAN																		
TXCLASS		LGIP	Texas CLASS		12/31/24			11,797.24	100.000	11,797.24	11,797.24	100.000	11,797.24	1		4.746	4.746	AAA
USTDDSLGS		US GOVT	U.S. Treasury DD SLGS	0.000	12/31/24			153,119,170.00	100.000	153,119,170.00	153,119,170.00	100.000	153,119,170.00	1		3.399	3.399	AAA
Total 2024 TAN								**153,130,967.24**		**153,130,967.24**	**153,130,967.24**		**153,130,967.24**	**1**		**3.399**	**3.399**	
ARP Fund																		
TEXPOOL		LGIP	TexPool		12/31/24			89,603,480.30	100.000	89,603,480.30	89,603,480.30	100.000	89,603,480.30	1		4.561	4.561	AAA

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Detail of Security Holdings

CUSIP	Settle Date	Security Type	Security Description	CPN	Maturity Date	Next Call Date	Call Type	Par Value	Purch Price	Original Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW	Rating
Total ARP Fund								**89,603,480.30**		**89,603,480.30**	**89,603,480.30**		**89,603,480.30**	**1**		**4.561**	**4.561**	
Conservation Fund																		
TEXPRIME		LGIP	TexPool Prime		12/31/24			12,082,192.83	100.000	12,082,192.83	12,082,192.83	100.000	12,082,192.83	1		4.695	4.695	AAA
3130AWKM1	02/08/24	AGCY	FHLB	4.750	12/12/25			5,000,000.00	100.454	5,022,710.00	5,012,008.80	100.438	5,021,900.00	346		4.487	4.487	AAA
3133EP2T1	02/12/24	AGCY	FFCB	4.125	02/12/27			5,000,000.00	99.735	4,986,750.00	4,990,495.34	99.562	4,978,090.00	773		4.220	4.220	AAA
91282CGP0	02/08/24	US GOVT	U.S. Treasury Note	4.000	02/29/28			5,000,000.00	99.574	4,978,710.94	4,983,209.48	99.125	4,956,250.00	1,155		4.114	4.114	AAA
Total Conservation Fund								**27,082,192.83**		**27,070,363.77**	**27,067,906.45**		**27,038,432.83**	**420**		**4.462**	**4.462**	
County Benefits Program																		
TEXPRIME		LGIP	TexPool Prime		12/31/24			10,914,857.11	100.000	10,914,857.11	10,914,857.11	100.000	10,914,857.11	1		4.695	4.695	AAA
3133EP2L8	02/07/24	AGCY	FFCB	4.875	02/07/25			5,000,000.00	99.985	4,999,250.00	4,999,923.68	100.036	5,001,775.00	38		4.891	4.891	AAA
3130AWS92	10/15/24	AGCY	FHLB	4.875	09/12/25			5,000,000.00	100.541	5,027,050.00	5,020,764.85	100.365	5,018,250.00	255		4.257	4.257	AAA
Total County Benefits Program								**20,914,857.11**		**20,941,157.11**	**20,935,545.64**		**20,934,882.11**	**71**		**4.637**	**4.637**	
Cty Clerk Rcrd Mgmt&Prsrvation																		
TEXPOOL		LGIP	TexPool		12/31/24			8,401,668.90	100.000	8,401,668.90	8,401,668.90	100.000	8,401,668.90	1		4.561	4.561	AAA
Total Cty Clerk Rcrd Mgmt&Prsrvation								**8,401,668.90**		**8,401,668.90**	**8,401,668.90**		**8,401,668.90**	**1**		**4.561**	**4.561**	
Cty Clerk Records Archive																		
TEXPOOL		LGIP	TexPool		12/31/24			5,213,257.37	100.000	5,213,257.37	5,213,257.37	100.000	5,213,257.37	1		4.561	4.561	AAA
Total Cty Clerk Records Archive								**5,213,257.37**		**5,213,257.37**	**5,213,257.37**		**5,213,257.37**	**1**		**4.561**	**4.561**	
Debt Service Fund																		
TEXPRIME		LGIP	TexPool Prime		12/31/24			47,985,755.52	100.000	47,985,755.52	47,985,755.52	100.000	47,985,755.52	1		4.695	4.695	AAA
Total Debt Service Fund								**47,985,755.52**		**47,985,755.52**	**47,985,755.52**		**47,985,755.52**	**1**		**4.695**	**4.695**	

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Detail of Security Holdings

CUSIP	Settle Date	Security Type	Security Description	CPN	Maturity Date	Next Call Date	Call Type	Par Value	Purch Price	Original Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW	Rating
Future Environmental Liability																		
TEXPRIME		LGIP	TexPool Prime		12/31/24			2,844,236.87	100.000	2,844,236.87	2,844,236.87	100.000	2,844,236.87	1		4.695	4.695	AAA
3133ERAK7	04/15/24	AGCY	FFCB	4.375	04/10/29			3,000,000.00	99.091	2,972,730.00	2,976,292.69	99.750	2,992,485.00	1,561		4.581	4.581	AAA
Total Future Environmental Liability								**5,844,236.87**		**5,816,966.87**	**5,820,529.56**		**5,836,721.87**	**799**		**4.636**	**4.636**	
General Fund-Core Investmnts																		
3137EAEP0	03/02/20	AGCY	FHLMC	1.500	02/12/25			5,000,000.00	102.291	5,114,550.00	5,002,705.20	99.674	4,983,705.00	43		1.024	1.024	AAA
882806ES7	03/26/21	MUNI	Texas Tech University - Rev	2.961	02/15/25			5,740,000.00	108.652	6,236,624.80	5,755,813.76	99.838	5,730,701.20	46		0.700	0.700	AA+
3133EPCW3	03/10/23	AGCY	FFCB	5.000	03/10/25			5,000,000.00	99.720	4,986,000.00	4,998,634.53	100.099	5,004,965.00	69		5.149	5.149	AAA
88213ADS1	07/08/20	MUNI	BOARD OF REGENTS TEXAS A & M UNIVERSITY SYSTEM	2.666	05/15/25			4,540,000.00	109.363	4,965,080.20	4,572,922.53	99.387	4,512,169.80	135		0.700	0.700	AAA
87971LAG0	07/21/21	MUNI	TEMPE ARIZ CTFS PARTN	0.915	07/01/25			1,000,000.00	100.000	1,000,000.00	1,000,000.00	98.316	983,160.00	182		0.915	0.915	AA+
3133EPRS6	08/17/23	AGCY	FFCB	4.875	07/28/25			5,000,000.00	99.614	4,980,682.90	4,994,166.23	100.292	5,014,610.00	209		5.084	5.084	AAA
3136G43L5	09/30/20	AGCY CALL	FNMA	0.550	09/30/25		Expired	5,000,000.00	100.000	5,000,000.00	5,000,000.00	97.262	4,863,080.00	273		0.550	0.550	AAA
3130ALYC2	04/29/21	AGCY CALL	FHLB	1.140	04/29/26	04/29/25	Quarterly	5,000,000.00	100.000	5,000,000.00	5,000,000.00	95.957	4,797,870.00	484	119	1.140	1.140	AAA
3130AMGG1	05/26/21	AGCY STEP	FHLB	2.000	05/26/26		Expired	5,000,000.00	100.000	5,000,000.00	5,000,000.00	96.920	4,845,985.00	511		1.150	0.600	AAA
3133EP2T1	02/15/24	AGCY	FFCB	4.125	02/12/27			5,000,000.00	99.176	4,958,800.00	4,970,357.63	99.562	4,978,090.00	773		4.422	4.422	AAA
3133EPG58	11/30/23	AGCY CALL	FFCB	5.120	11/24/27	11/24/25	Continuous	9,140,000.00	100.070	9,146,398.00	9,143,006.45	100.562	9,191,357.66	1,058	328	5.082	5.082	AAA
88278PVJ0	05/16/24	MUNI	TEXAS ST UNIV SYS FING REV	3.531	03/15/28	03/15/25		1,285,000.00	95.836	1,231,492.60	1,239,702.00	97.461	1,252,373.85	1,170	74	4.731	4.731	AA
88213AKF1	05/16/24	MUNI	BOARD OF REGENTS TEXAS A & M UNIVERSITY SYSTEM	2.986	05/15/28	05/15/27		2,275,000.00	94.080	2,140,320.00	2,159,891.06	95.351	2,169,235.25	1,231	865	4.625	4.625	AAA
3133EPTA3	09/11/23	AGCY CALL	FFCB	5.110	08/14/28	08/14/25	Continuous	11,000,000.00	99.510	10,946,100.00	10,959,443.08	100.207	11,022,781.00	1,322	226	5.223	5.223	AAA
91282CJF9	02/06/24	US GOVT	U.S. Treasury Note	4.875	10/31/28			5,000,000.00	103.160	5,158,007.81	5,130,408.90	101.813	5,090,625.00	1,400		4.131	4.131	AAA
3130AXQK7	01/17/24	AGCY	FHLB	4.750	12/08/28			5,000,000.00	103.302	5,165,100.00	5,135,681.46	101.110	5,055,505.00	1,438		3.998	3.998	AAA
3133EMV74	07/12/24	AGCY CALL	FFCB	1.400	04/26/29	02/01/25	Continuous	6,000,000.00	87.238	5,234,280.00	5,303,312.86	87.797	5,267,826.00	1,577	32	4.383	4.383	AAA
3136G4C92	08/15/24	AGCY CALL	FNMA	1.150	07/30/29	04/30/25	Quarterly	1,000,000.00	88.035	880,346.00	888,740.90	86.050	860,495.00	1,672	120	3.822	3.822	AAA

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Detail of Security Holdings

CUSIP	Settle Date	Security Type	Security Description	CPN	Maturity Date	Next Call Date	Call Type	Par Value	Purch Price	Original Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW	Rating
Total General Fund-Core Investmnts								**86,980,000.00**		**87,143,782.31**	**86,254,786.59**		**85,624,534.76**	**760**	**239**	**3.345**	**3.313**	
General Fund-Liquid Investmnts																		
LOGIC		LGIP	LOGIC		12/31/24			122,098,818.75	100.000	122,098,818.75	122,098,818.75	100.000	122,098,818.75	1		4.693	4.693	AAA
TEXPOOL		LGIP	TexPool		12/31/24			10,964,989.97	100.000	10,964,989.97	10,964,989.97	100.000	10,964,989.97	1		4.561	4.561	AAA
TEXPRIME		LGIP	TexPool Prime		12/31/24			72,217,155.84	100.000	72,217,155.84	72,217,155.84	100.000	72,217,155.84	1		4.695	4.695	AAA
TXCLASS		LGIP	Texas CLASS		12/31/24			3,231,056.98	100.000	3,231,056.98	3,231,056.98	100.000	3,231,056.98	1		4.746	4.746	AAA
TXCLGOV		LGIP	Texas CLASS Govt		12/31/24			4,104,942.25	100.000	4,104,942.25	4,104,942.25	100.000	4,104,942.25	1		4.453	4.453	AAA
WFWILLSWP		MMFUND	ALLSPRING:GOVT MM SEL		12/31/24			16,289,755.63	100.000	16,289,755.63	16,289,755.63	100.000	16,289,755.63	1		4.430	4.430	AAA
89233GSC1	09/10/24	CP	Toyota Motor Credit Corp	0.000	05/12/25			10,000,000.00	96.984	9,698,388.89	9,838,069.45	98.389	9,838,900.00	132		4.588	4.588	A-1+
98459RTQ3	10/03/24	CP	Yale University	0.000	06/24/25			10,000,000.00	96.993	9,699,333.30	9,801,833.31	97.841	9,784,110.00	175		4.227	4.227	A-1+
78009AU77	10/15/24	CP	Royal Bank of Canada	0.000	07/07/25			10,000,000.00	96.805	9,680,527.78	9,774,561.11	97.712	9,771,180.00	188		4.483	4.483	A-1+
89233GUM6	11/04/24	CP	Toyota Motor Credit Corp	0.000	07/21/25			10,000,000.00	96.849	9,684,883.33	9,755,450.00	97.527	9,752,690.00	202		4.523	4.523	A-1+
89233GV11	11/08/24	CP	Toyota Motor Credit Corp	0.000	08/01/25			10,000,000.00	96.719	9,671,933.33	9,738,533.33	97.391	9,739,090.00	213		4.591	4.591	A-1+
78009AVF8	11/21/24	CP	Royal Bank of Canada	0.000	08/15/25			10,000,000.00	96.737	9,673,666.67	9,723,777.78	97.240	9,724,040.00	227		4.548	4.548	A-1+
Total General Fund-Liquid Investmnts								**288,906,719.42**		**287,015,452.72**	**287,538,944.40**		**287,516,729.42**	**39**		**4.630**	**4.630**	
LPPF																		
TEXPRIME		LGIP	TexPool Prime		12/31/24			13,801,227.48	100.000	13,801,227.48	13,801,227.48	100.000	13,801,227.48	1		4.695	4.695	AAA
Total LPPF								**13,801,227.48**		**13,801,227.48**	**13,801,227.48**		**13,801,227.48**	**1**		**4.695**	**4.695**	
Passthrough Toll Reimb																		
LOGIC		LGIP	LOGIC		12/31/24			21,289,131.49	100.000	21,289,131.49	21,289,131.49	100.000	21,289,131.49	1		4.693	4.693	AAA
912828ZW3	08/08/24	US GOVT	U.S. Treasury Note	0.250	06/30/25			10,000,000.00	96.285	9,628,515.63	9,791,576.18	98.078	9,807,812.50	181		4.537	4.537	AAA
3130AYQH2	02/06/24	AGCY	FHLB	4.500	07/30/25			5,000,000.00	99.768	4,988,400.00	4,995,401.58	100.083	5,004,170.00	211		4.663	4.663	AAA
91282CHH7	01/18/24	US GOVT	U.S. Treasury Note	4.125	06/15/26			5,000,000.00	99.777	4,988,867.19	4,993,247.21	99.828	4,991,406.25	531		4.222	4.222	AAA
91282CHM6	10/28/24	US GOVT	U.S. Treasury Note	4.500	07/15/26			6,500,000.00	100.656	6,542,656.25	6,538,657.36	100.359	6,523,359.38	561		4.096	4.096	AAA
Total Passthrough Toll Reimb								**47,789,131.49**		**47,437,570.56**	**47,608,013.82**		**47,615,879.61**	**193**		**4.526**	**4.526**	

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Detail of Security Holdings

CUSIP	Settle Date	Security Type	Security Description	CPN	Maturity Date	Next Call Date	Call Type	Par Value	Purch Price	Original Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW	Rating
Pooled Funds																		
TEXPOOL		LGIP	TexPool		12/31/24			33,569,123.50	100.000	33,569,123.50	33,569,123.50	100.000	33,569,123.50	1		4.561	4.561	AAA
TEXPRIME		LGIP	TexPool Prime		12/31/24			23,674,408.32	100.000	23,674,408.32	23,674,408.32	100.000	23,674,408.32	1		4.695	4.695	AAA
Total Pooled Funds								**57,243,531.82**		**57,243,531.82**	**57,243,531.82**		**57,243,531.82**	**1**		**4.616**	**4.616**	
Risk Funds																		
TXCLASS		LGIP	Texas CLASS		12/31/24			1,554,292.43	100.000	1,554,292.43	1,554,292.43	100.000	1,554,292.43	1		4.746	4.746	AAA
Total Risk Funds								**1,554,292.43**		**1,554,292.43**	**1,554,292.43**		**1,554,292.43**	**1**		**4.746**	**4.746**	
Road Districts																		
LGICSHDS3		LGIP	LOGIC-Somerset Hills #3 Debt Svc		12/31/24			389,966.79	100.000	389,966.79	389,966.79	100.000	389,966.79	1		4.693	4.693	AAA
LGICSHOP3		LGIP	LOGIC-Somerset Hills #3 Operating		12/31/24			41,503.19	100.000	41,503.19	41,503.19	100.000	41,503.19	1		4.693	4.693	AAA
LOGICNWDS		LGIP	LOGIC-Northwoods Rd Debt Svc		12/31/24			489,140.56	100.000	489,140.56	489,140.56	100.000	489,140.56	1		4.693	4.693	AAA
LOGICPPDS		LGIP	LOGIC-Pearson Place Debt Svc		12/31/24			1,043,248.03	100.000	1,043,248.03	1,043,248.03	100.000	1,043,248.03	1		4.693	4.693	AAA
LOGICSHDS		LGIP	LOGIC-Somerset Hills #4 Debt Svc		12/31/24			599,793.12	100.000	599,793.12	599,793.12	100.000	599,793.12	1		4.693	4.693	AAA
LOGICSHOP		LGIP	LOGIC-Somerset Hills #4 Operating		12/31/24			5,061,188.37	100.000	5,061,188.37	5,061,188.37	100.000	5,061,188.37	1		4.693	4.693	AAA
TXPRMACDS		LGIP	Texpool Prime - Avery Centre Rd Debt Svc		12/31/24			24,398.80	100.000	24,398.80	24,398.80	100.000	24,398.80	1		4.695	4.695	AAA
TXPRMACOP		LGIP	Texpool Prime - Avery Centre Rd Operating		12/31/24			57,637.82	100.000	57,637.82	57,637.82	100.000	57,637.82	1		4.695	4.695	AAA
TXPRMARDS		LGIP	TexPool Prime-Avery Ranch Rd Debt Svc		12/31/24			307,220.32	100.000	307,220.32	307,220.32	100.000	307,220.32	1		4.695	4.695	AAA
Total Road Districts								**8,014,097.00**		**8,014,097.00**	**8,014,097.00**		**8,014,097.00**	**1**		**4.693**	**4.693**	
Road and Bridge General																		
TEXPOOL		LGIP	TexPool		12/31/24			29,222.63	100.000	29,222.63	29,222.63	100.000	29,222.63	1		4.561	4.561	AAA
TEXPRIME		LGIP	TexPool Prime		12/31/24			12,259,056.23	100.000	12,259,056.23	12,259,056.23	100.000	12,259,056.23	1		4.695	4.695	AAA
3133EP2L8	02/07/24	AGCY	FFCB	4.875	02/07/25			5,000,000.00	99.985	4,999,250.00	4,999,923.68	100.036	5,001,775.00	38		4.891	4.891	AAA

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Detail of Security Holdings

CUSIP	Settle Date	Security Type	Security Description	CPN	Maturity Date	Next Call Date	Call Type	Par Value	Purch Price	Original Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW	Rating
91282CEH0		US GOVT	U.S. Treasury Note	2.625	04/15/25			15,000,000.00	97.624	14,643,554.69	14,904,852.68	99.531	14,929,687.50	105		4.900	4.900	AAA
3130AYQH2	02/06/24	AGCY	FHLB	4.500	07/30/25			5,000,000.00	99.768	4,988,400.00	4,995,401.58	100.083	5,004,170.00	211		4.663	4.663	AAA
3134GWZ82	08/02/24	AGCY CALL	FHLMC	0.590	10/08/25	04/08/25	Quarterly	10,000,000.00	95.375	9,537,500.00	9,698,166.79	97.187	9,718,720.00	281	98	4.652	4.652	AAA
Total Road and Bridge General								**47,288,278.86**		**46,456,983.55**	**46,886,623.60**		**46,942,631.36**	**118**	**98**	**4.768**	**4.768**	
Tobacco Funds																		
TEXPRIME		LGIP	TexPool Prime		12/31/24			6,108,600.98	100.000	6,108,600.98	6,108,600.98	100.000	6,108,600.98	1		4.695	4.695	AAA
Total Tobacco Funds								**6,108,600.98**		**6,108,600.98**	**6,108,600.98**		**6,108,600.98**	**1**		**4.695**	**4.695**	
Tobacco UC Funds																		
TEXPRIME		LGIP	TexPool Prime		12/31/24			4,435,881.58	100.000	4,435,881.58	4,435,881.58	100.000	4,435,881.58	1		4.695	4.695	AAA
Total Tobacco UC Funds								**4,435,881.58**		**4,435,881.58**	**4,435,881.58**		**4,435,881.58**	**1**		**4.695**	**4.695**	
Grand Total								**1,425,534,453.40**		**1,421,146,628.54**	**1,422,248,441.14**		**1,421,216,597.79**	**94**	**131**	**4.035**	**4.029**	

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Earned Income

CUSIP	Security Type	Security Description	Beginning Accrued	Interest Earned	Interest Rec'd/ Sold/Matured	Interest Purchased	Ending Accrued	Disc Accr/Prem Amort	Net Realized Gain/Loss	Net Income
2013 Park Bond										
LOGIC	LGIP	LOGIC	0.00	52,740.91	52,740.91	0.00	0.00	0.00	0.00	52,740.91
Total 2013 Park Bond			**0.00**	**52,740.91**	**52,740.91**	**0.00**	**0.00**	**0.00**	**0.00**	**52,740.91**
2013 Road Bond										
LOGIC	LGIP	LOGIC	0.00	69,619.18	69,619.18	0.00	0.00	0.00	0.00	69,619.18
Total 2013 Road Bond			**0.00**	**69,619.18**	**69,619.18**	**0.00**	**0.00**	**0.00**	**0.00**	**69,619.18**
2015 CO Bonds										
LOGIC	LGIP	LOGIC	0.00	10,816.23	10,816.23	0.00	0.00	0.00	0.00	10,816.23
Total 2015 CO Bonds			**0.00**	**10,816.23**	**10,816.23**	**0.00**	**0.00**	**0.00**	**0.00**	**10,816.23**
2019 Park Bond										
LOGIC	LGIP	LOGIC	0.00	1,512.82	1,512.82	0.00	0.00	0.00	0.00	1,512.82
TXCLASS	LGIP	Texas CLASS	0.00	190,849.00	190,849.00	0.00	0.00	0.00	0.00	190,849.00
3130ANP61	AGCY CALL	FHLB	3,305.56	8,500.00	0.00	0.00	11,805.56	0.00	0.00	8,500.00
3134GWUG9	AGCY CALL	FHLMC	554.17	7,125.00	0.00	0.00	7,679.17	0.00	0.00	7,125.00
Total 2019 Park Bond			**3,859.72**	**207,986.82**	**192,361.82**	**0.00**	**19,484.72**	**0.00**	**0.00**	**207,986.82**
2019 Road Bond										
052414RQ4	MUNI	AUSTIN TEX ELEC UTIL SYS REV	113,965.28	36,871.12	150,836.40	0.00	0.00	(28,638.44)	0.00	8,232.68
3130A3GE8	AGCY	FHLB	82,500.00	55,000.00	137,500.00	0.00	0.00	(38,720.84)	0.00	16,279.16
CD-14231	CD	Round Top State Bank	714.42	64,672.26	65,386.68	0.00	0.00	0.00	0.00	64,672.26
HILLCASH	BANK DEP	Roundtop State Bank	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
LOGIC	LGIP	LOGIC	0.00	37,727.33	37,727.33	0.00	0.00	0.00	0.00	37,727.33
TEXPOOL	LGIP	TexPool	0.00	14,532.37	14,532.37	0.00	0.00	0.00	0.00	14,532.37
TXCLASS	LGIP	Texas CLASS	0.00	323,491.54	323,491.54	0.00	0.00	0.00	0.00	323,491.54
TXCLGOV	LGIP	Texas CLASS Govt	0.00	15,645.14	15,645.14	0.00	0.00	0.00	0.00	15,645.14
882669BT0	MUNI	TEXAS PUBLIC FINANCE AUTHORITY	4,420.00	6,630.00	0.00	0.00	11,050.00	0.00	0.00	6,630.00
3130ANP61	AGCY CALL	FHLB	3,305.56	8,500.00	0.00	0.00	11,805.56	0.00	0.00	8,500.00
3130AQX57	AGCY STEP	FHLB	20,625.00	56,250.00	0.00	0.00	76,875.00	0.00	0.00	56,250.00

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Earned Income

CUSIP	Security Type	Security Description	Beginning Accrued	Interest Earned	Interest Rec'd/ Sold/Matured	Interest Purchased	Ending Accrued	Disc Accr/Prem Amort	Net Realized Gain/Loss	Net Income
3130ARP96	AGCY CALL	FHLB	127,500.00	75,000.00	150,000.00	0.00	52,500.00	0.00	0.00	75,000.00
3134GXP73	AGCY CALL	FHLMC	136,666.67	100,000.00	200,000.00	0.00	36,666.67	0.00	0.00	100,000.00
3130AS6N4	AGCY CALL	FHLB	103,819.44	81,250.00	162,500.00	0.00	22,569.44	7,294.93	0.00	88,544.93
78009AUM4	CP	Royal Bank of Canada	0.00	0.00	0.00	0.00	0.00	60,406.67	0.00	60,406.67
3134GXS47	AGCY CALL	FHLMC	38,500.00	105,000.00	0.00	0.00	143,500.00	22,441.14	0.00	127,441.14
3134GWUG9	AGCY CALL	FHLMC	1,108.33	14,250.00	0.00	0.00	15,358.33	0.00	0.00	14,250.00
3134GX3L6	AGCY CALL	FHLMC	227,777.78	22,222.22	250,000.00	0.00	0.00	0.00	0.00	22,222.22
Total 2019 Road Bond			**860,902.47**	**1,017,041.99**	**1,507,619.46**	**0.00**	**370,325.00**	**22,783.45**	**0.00**	**1,039,825.44**
2021 TAN										
TXCLASS	LGIP	Texas CLASS	0.00	11,607.40	11,607.40	0.00	0.00	0.00	0.00	11,607.40
USTDDSLG2	US GOVT	U.S. Treasury DD SLGS	0.00	980,878.62	980,878.62	0.00	0.00	0.00	0.00	980,878.62
USTDDSLGS	US GOVT	U.S. Treasury DD SLGS	0.00	244,988.84	244,988.84	0.00	0.00	0.00	0.00	244,988.84
Total 2021 TAN			**0.00**	**1,237,474.86**	**1,237,474.86**	**0.00**	**0.00**	**0.00**	**0.00**	**1,237,474.86**
2023 Road Bond										
TXCLASS	LGIP	Texas CLASS	0.00	1,642.56	1,642.56	0.00	0.00	0.00	0.00	1,642.56
USTDDSLGS	US GOVT	U.S. Treasury DD SLGS	0.00	1,342,855.25	1,342,855.25	0.00	0.00	0.00	0.00	1,342,855.25
Total 2023 Road Bond			**0.00**	**1,344,497.81**	**1,344,497.81**	**0.00**	**0.00**	**0.00**	**0.00**	**1,344,497.81**
2023 TAN										
TXCLASS	LGIP	Texas CLASS	0.00	93,680.58	93,680.58	0.00	0.00	0.00	0.00	93,680.58
3130ALUA0	AGCY STEP	FHLB	24,166.67	12,500.00	25,000.00	0.00	11,666.67	51,743.13	0.00	64,243.13
3134GYSK9	AGCY CALL	FHLMC	281,250.00	93,750.00	375,000.00	0.00	0.00	2,191.69	8,506.15	104,447.84
3130ASG29	AGCY CALL	FHLB	91,000.00	90,000.00	180,000.00	0.00	1,000.00	31,709.74	0.00	121,709.74
3130ASY78	AGCY CALL	FHLB	30,309.58	82,662.50	0.00	0.00	112,972.08	24,277.24	0.00	106,939.74
3133EPNF8	AGCY CALL	FFCB	131,211.11	120,500.00	241,000.00	0.00	10,711.11	6,356.16	0.00	126,856.16
Total 2023 TAN			**557,937.36**	**493,093.08**	**914,680.58**	**0.00**	**136,349.86**	**116,277.96**	**8,506.15**	**617,877.19**
2024 TAN										
TXCLASS	LGIP	Texas CLASS	0.00	144.11	144.11	0.00	0.00	0.00	0.00	144.11

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Earned Income

CUSIP	Security Type	Security Description	Beginning Accrued	Interest Earned	Interest Rec'd/ Sold/Matured	Interest Purchased	Ending Accrued	Disc Accr/Prem Amort	Net Realized Gain/Loss	Net Income
USTDDSLGS	US GOVT	U.S. Treasury DD SLGS	0.00	1,339,069.44	1,339,069.44	0.00	0.00	0.00	0.00	1,339,069.44
Total 2024 TAN			**0.00**	**1,339,213.55**	**1,339,213.55**	**0.00**	**0.00**	**0.00**	**0.00**	**1,339,213.55**
ARP Fund										
TEXPOOL	LGIP	TexPool	0.00	1,079,581.58	1,079,581.58	0.00	0.00	0.00	0.00	1,079,581.58
Total ARP Fund			**0.00**	**1,079,581.58**	**1,079,581.58**	**0.00**	**0.00**	**0.00**	**0.00**	**1,079,581.58**
Conservation Fund										
TEXPRIME	LGIP	TexPool Prime	0.00	126,819.56	126,819.56	0.00	0.00	0.00	0.00	126,819.56
3130AWKM1	AGCY	FHLB	71,909.72	59,375.00	118,750.00	0.00	12,534.72	(3,106.19)	0.00	56,268.81
3133EP2T1	AGCY	FFCB	28,072.92	51,562.50	0.00	0.00	79,635.42	1,069.44	0.00	52,631.94
91282CGP0	US GOVT	U.S. Treasury Note	17,127.07	50,828.73	0.00	0.00	67,955.80	1,261.07	0.00	52,089.80
Total Conservation Fund			**117,109.71**	**288,585.79**	**245,569.56**	**0.00**	**160,125.94**	**(775.68)**	**0.00**	**287,810.11**
County Benefits Program										
3130ARGH8	AGCY STEP	FHLB	70,833.33	4,166.67	75,000.00	0.00	0.00	3,334.43	0.00	7,501.09
TEXPRIME	LGIP	TexPool Prime	0.00	131,797.95	131,797.95	0.00	0.00	0.00	0.00	131,797.95
3133EP2L8	AGCY	FFCB	36,562.50	60,937.50	0.00	0.00	97,500.00	189.76	0.00	61,127.26
3130AWS92	AGCY	FHLB	0.00	51,458.33	0.00	(22,343.75)	73,802.08	(6,285.15)	0.00	45,173.18
Total County Benefits Program			**107,395.83**	**248,360.45**	**206,797.95**	**(22,343.75)**	**171,302.08**	**(2,760.96)**	**0.00**	**245,599.49**
Cty Clerk Rcrd Mgmt&Prsrvation										
TEXPOOL	LGIP	TexPool	0.00	99,475.32	99,475.32	0.00	0.00	0.00	0.00	99,475.32
Total Cty Clerk Rcrd Mgmt&Prsrvation			**0.00**	**99,475.32**	**99,475.32**	**0.00**	**0.00**	**0.00**	**0.00**	**99,475.32**
Cty Clerk Records Archive										
TEXPOOL	LGIP	TexPool	0.00	61,724.71	61,724.71	0.00	0.00	0.00	0.00	61,724.71
Total Cty Clerk Records Archive			**0.00**	**61,724.71**	**61,724.71**	**0.00**	**0.00**	**0.00**	**0.00**	**61,724.71**

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Earned Income

CUSIP	Security Type	Security Description	Beginning Accrued	Interest Earned	Interest Rec'd/ Sold/Matured	Interest Purchased	Ending Accrued	Disc Accr/Prem Amort	Net Realized Gain/Loss	Net Income
Debt Service Fund										
TEXPRIME	LGIP	TexPool Prime	0.00	232,506.81	232,506.81	0.00	0.00	0.00	0.00	232,506.81
Total Debt Service Fund			**0.00**	**232,506.81**	**232,506.81**	**0.00**	**0.00**	**0.00**	**0.00**	**232,506.81**
Future Environmental Liability										
TEXPRIME	LGIP	TexPool Prime	0.00	34,411.89	34,411.89	0.00	0.00	0.00	0.00	34,411.89
3133ERAK7	AGCY	FFCB	62,343.75	32,812.50	65,625.00	0.00	29,531.25	1,270.51	0.00	34,083.01
Total Future Environmental Liability			**62,343.75**	**67,224.39**	**100,036.89**	**0.00**	**29,531.25**	**1,270.51**	**0.00**	**68,494.90**
General Fund-Core Investmnts										
3137EAEP0	AGCY	FHLMC	10,208.33	18,750.00	0.00	0.00	28,958.33	(5,925.69)	0.00	12,824.31
882806ES7	MUNI	Texas Tech University - Rev	21,717.29	42,490.35	0.00	0.00	64,207.64	(32,330.35)	0.00	10,160.01
3133EPCW3	AGCY	FFCB	14,583.33	62,500.00	0.00	0.00	77,083.33	1,847.40	0.00	64,347.40
88213ADS1	MUNI	BOARD OF REGENTS TEXAS A & M UNIVERSITY SYSTEM	45,724.86	30,259.10	60,518.20	0.00	15,465.76	(22,385.33)	0.00	7,873.77
87971LAG0	MUNI	TEMPE ARIZ CTFS PARTN	2,287.50	2,287.50	0.00	0.00	4,575.00	0.00	0.00	2,287.50
3133EPRS6	AGCY	FFCB	42,656.25	60,937.50	0.00	0.00	103,593.75	2,488.47	0.00	63,425.97
3136G43L5	AGCY CALL	FNMA	76.39	6,875.00	0.00	0.00	6,951.39	0.00	0.00	6,875.00
3130ALYC2	AGCY CALL	FHLB	24,066.67	14,250.00	28,500.00	0.00	9,816.67	0.00	0.00	14,250.00
3130AMGG1	AGCY STEP	FHLB	34,722.22	25,000.00	50,000.00	0.00	9,722.22	0.00	0.00	25,000.00
3133EP2T1	AGCY	FFCB	28,072.92	51,562.50	0.00	0.00	79,635.42	3,327.39	0.00	54,889.89
3133EPG58	AGCY CALL	FFCB	165,088.71	116,992.00	233,984.00	0.00	48,096.71	(821.64)	0.00	116,170.36
88278PVJ0	MUNI	TEXAS ST UNIV SYS FING REV	2,016.59	11,343.34	0.00	0.00	13,359.93	3,327.17	0.00	14,670.51
88213AKF1	MUNI	BOARD OF REGENTS TEXAS A & M UNIVERSITY SYSTEM	25,663.01	16,982.88	33,965.75	0.00	8,680.14	7,923.63	0.00	24,906.50
3133EPTA3	AGCY CALL	FFCB	73,385.28	140,525.00	0.00	0.00	213,910.28	2,531.69	0.00	143,056.69
91282CJF9	US GOVT	U.S. Treasury Note	102,004.08	61,618.16	121,875.00	0.00	41,747.24	(7,929.73)	0.00	53,688.43
3130AXQK7	AGCY	FHLB	74,548.61	59,375.00	118,750.00	0.00	15,173.61	(7,966.31)	0.00	51,408.69

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Earned Income

CUSIP	Security Type	Security Description	Beginning Accrued	Interest Earned	Interest Rec'd/ Sold/Matured	Interest Purchased	Ending Accrued	Disc Accr/Prem Amort	Net Realized Gain/Loss	Net Income
3133EMV74	AGCY CALL	FFCB	36,166.67	21,000.00	42,000.00	0.00	15,166.67	36,992.99	0.00	57,992.99
3136G4C92	AGCY CALL	FNMA	1,948.61	2,875.00	0.00	0.00	4,823.61	5,556.33	0.00	8,431.33
Total General Fund-Core Investmnts			**704,937.32**	**745,623.32**	**689,592.95**	**0.00**	**760,967.70**	**(13,363.97)**	**0.00**	**732,259.36**
General Fund-Liquid Investmnts										
78009AK37	CP	Royal Bank of Canada	0.00	0.00	0.00	0.00	0.00	2,900.00	0.00	2,900.00
78009AKB9	CP	Royal Bank of Canada	0.00	0.00	0.00	0.00	0.00	13,833.33	0.00	13,833.33
3133EPW43	AGCY	FFCB	204,479.17	39,270.83	243,750.00	0.00	0.00	0.00	0.00	39,270.83
89233GL12	CP	Toyota Motor Credit Corp	0.00	0.00	0.00	0.00	0.00	43,744.44	0.00	43,744.44
89233GL79	CP	Toyota Motor Credit Corp	0.00	0.00	0.00	0.00	0.00	54,677.78	0.00	54,677.78
16085GLK2	CP	CHARLOTTE-MECKLENCURG N C HOSP AUTH REV TAXABLE DI	0.00	0.00	0.00	0.00	0.00	77,175.00	0.00	77,175.00
16085GLS5	CP	CHARLOTTE-MECKLENCURG N C HOSP AUTH REV TAXABLE DI	0.00	0.00	0.00	0.00	0.00	81,200.00	0.00	81,200.00
LOGIC	LGIP	LOGIC	0.00	152,586.36	152,586.36	0.00	0.00	0.00	0.00	152,586.36
TEXPOOL	LGIP	TexPool	0.00	111,112.65	111,112.65	0.00	0.00	0.00	0.00	111,112.65
TEXPRIME	LGIP	TexPool Prime	0.00	87,388.69	87,388.69	0.00	0.00	0.00	0.00	87,388.69
TXCLASS	LGIP	Texas CLASS	0.00	254,052.48	254,052.48	0.00	0.00	0.00	0.00	254,052.48
TXCLGOV	LGIP	Texas CLASS Govt	0.00	47,280.32	47,280.32	0.00	0.00	0.00	0.00	47,280.32
WFWILLSWP	MMFUND	ALLSPRING:GOVT MM SEL	63,465.65	246,636.59	252,286.64	0.00	57,815.60	0.00	0.00	246,636.59
89233GSC1	CP	Toyota Motor Credit Corp	0.00	0.00	0.00	0.00	0.00	113,722.22	0.00	113,722.22
98459RTQ3	CP	Yale University	0.00	0.00	0.00	0.00	0.00	102,500.01	0.00	102,500.01
78009AU77	CP	Royal Bank of Canada	0.00	0.00	0.00	0.00	0.00	94,033.33	0.00	94,033.33
89233GUM6	CP	Toyota Motor Credit Corp	0.00	0.00	0.00	0.00	0.00	70,566.67	0.00	70,566.67
89233GV11	CP	Toyota Motor Credit Corp	0.00	0.00	0.00	0.00	0.00	66,600.00	0.00	66,600.00
78009AVF8	CP	Royal Bank of Canada	0.00	0.00	0.00	0.00	0.00	50,111.11	0.00	50,111.11
Total General Fund-Liquid Investmnts			**267,944.82**	**938,327.92**	**1,148,457.14**	**0.00**	**57,815.60**	**771,063.90**	**0.00**	**1,709,391.82**
LPPF										
TEXPRIME	LGIP	TexPool Prime	0.00	114,078.02	114,078.02	0.00	0.00	0.00	0.00	114,078.02

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Earned Income

CUSIP	Security Type	Security Description	Beginning Accrued	Interest Earned	Interest Rec'd/ Sold/Matured	Interest Purchased	Ending Accrued	Disc Accr/Prem Amort	Net Realized Gain/Loss	Net Income
Total LPPF			**0.00**	**114,078.02**	**114,078.02**	**0.00**	**0.00**	**0.00**	**0.00**	**114,078.02**
Passthrough Toll Reimb										
LOGIC	LGIP	LOGIC	0.00	253,176.43	253,176.43	0.00	0.00	0.00	0.00	253,176.43
912828ZW3	US GOVT	U.S. Treasury Note	6,317.93	6,251.13	12,500.00	0.00	69.06	102,765.77	0.00	109,016.90
3130AUPL2	AGCY CALL	FHLB	56,656.25	24,281.25	80,937.50	0.00	0.00	590.78	6,142.39	31,014.42
3130AYQH2	AGCY	FHLB	38,125.00	56,250.00	0.00	0.00	94,375.00	1,946.96	0.00	58,196.96
91282CHH7	US GOVT	U.S. Treasury Note	60,860.66	51,896.90	103,125.00	0.00	9,632.55	1,124.80	0.00	53,021.70
91282CHM6	US GOVT	U.S. Treasury Note	0.00	51,664.40	0.00	(83,457.88)	135,122.28	(3,998.89)	0.00	47,665.51
Total Passthrough Toll Reimb			**161,959.84**	**443,520.11**	**449,738.93**	**(83,457.88)**	**239,198.90**	**102,429.42**	**6,142.39**	**552,091.92**
Pooled Funds										
TEXPOOL	LGIP	TexPool	0.00	404,751.35	404,751.35	0.00	0.00	0.00	0.00	404,751.35
TEXPRIME	LGIP	TexPool Prime	0.00	281,978.58	281,978.58	0.00	0.00	0.00	0.00	281,978.58
Total Pooled Funds			**0.00**	**686,729.93**	**686,729.93**	**0.00**	**0.00**	**0.00**	**0.00**	**686,729.93**
Risk Funds										
TXCLASS	LGIP	Texas CLASS	0.00	18,988.28	18,988.28	0.00	0.00	0.00	0.00	18,988.28
Total Risk Funds			**0.00**	**18,988.28**	**18,988.28**	**0.00**	**0.00**	**0.00**	**0.00**	**18,988.28**
Road Districts										
LGICSHDS3	LGIP	LOGIC-Somerset Hills #3 Debt Svc	0.00	3,988.79	3,988.79	0.00	0.00	0.00	0.00	3,988.79
LGICSHOP3	LGIP	LOGIC-Somerset Hills #3 Operating	0.00	21,503.19	21,503.19	0.00	0.00	0.00	0.00	21,503.19
LOGICNWDS	LGIP	LOGIC-Northwoods Rd Debt Svc	0.00	4,476.16	4,476.16	0.00	0.00	0.00	0.00	4,476.16
LOGICPPDS	LGIP	LOGIC-Pearson Place Debt Svc	0.00	12,094.72	12,094.72	0.00	0.00	0.00	0.00	12,094.72
LOGICSHDS	LGIP	LOGIC-Somerset Hills #4 Debt Svc	0.00	4,492.19	4,492.19	0.00	0.00	0.00	0.00	4,492.19
LOGICSHOP	LGIP	LOGIC-Somerset Hills #4 Operating	0.00	61,225.84	61,225.84	0.00	0.00	0.00	0.00	61,225.84
TXPRMACDS	LGIP	Texpool Prime - Avery Centre Rd Debt Svc	0.00	63.10	63.10	0.00	0.00	0.00	0.00	63.10
TXPRMACOP	LGIP	Texpool Prime - Avery Centre Rd Operating	0.00	37,637.82	37,637.82	0.00	0.00	0.00	0.00	37,637.82
TXPRMARDS	LGIP	TexPool Prime-Avery Ranch Rd Debt Svc	0.00	2,186.63	2,186.63	0.00	0.00	0.00	0.00	2,186.63
Total Road Districts			**0.00**	**147,668.44**	**147,668.44**	**0.00**	**0.00**	**0.00**	**0.00**	**147,668.44**

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Earned Income

CUSIP	Security Type	Security Description	Beginning Accrued	Interest Earned	Interest Rec'd/ Sold/Matured	Interest Purchased	Ending Accrued	Disc Accr/Prem Amort	Net Realized Gain/Loss	Net Income
Road and Bridge General										
3130ATUR6	AGCY	FHLB	69,375.00	46,250.00	115,625.00	0.00	0.00	(1,525.01)	0.00	44,724.99
TEXPOOL	LGIP	TexPool	0.00	346.07	346.07	0.00	0.00	0.00	0.00	346.07
TEXPRIME	LGIP	TexPool Prime	0.00	95,608.20	95,608.20	0.00	0.00	0.00	0.00	95,608.20
3133EP2L8	AGCY	FFCB	36,562.50	60,937.50	0.00	0.00	97,500.00	189.76	0.00	61,127.26
91282CEH0	US GOVT	U.S. Treasury Note	181,813.52	99,436.48	196,875.00	0.00	84,375.00	83,793.38	0.00	183,229.85
3130AYQH2	AGCY	FHLB	38,125.00	56,250.00	0.00	0.00	94,375.00	1,946.96	0.00	58,196.96
3134GWZ82	AGCY CALL	FHLMC	28,352.78	14,750.00	29,500.00	0.00	13,602.78	97,904.34	0.00	112,654.34
Total Road and Bridge General			**354,228.80**	**373,578.25**	**437,954.27**	**0.00**	**289,852.78**	**182,309.44**	**0.00**	**555,887.68**
Tobacco Funds										
TEXPRIME	LGIP	TexPool Prime	0.00	73,906.84	73,906.84	0.00	0.00	0.00	0.00	73,906.84
Total Tobacco Funds			**0.00**	**73,906.84**	**73,906.84**	**0.00**	**0.00**	**0.00**	**0.00**	**73,906.84**
Tobacco UC Funds										
TEXPRIME	LGIP	TexPool Prime	0.00	53,668.95	53,668.95	0.00	0.00	0.00	0.00	53,668.95
Total Tobacco UC Funds			**0.00**	**53,668.95**	**53,668.95**	**0.00**	**0.00**	**0.00**	**0.00**	**53,668.95**
Grand Total			**3,198,619.63**	**11,446,033.54**	**12,515,500.97**	**(105,801.63)**	**2,234,953.83**	**1,179,234.08**	**14,648.54**	**12,639,916.16**

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Investment Transactions

CUSIP	Trade Date	Settle Date	Security Type	Security Description	Coupon	Maturity Date	Call Date	Par Value	Price	Principal Amount	Interest Purchased/ Received	Total Amount	Realized Gain/ Loss	YTM	YTW
2019 Road Bond															
Buy															
CD-14231	10/30/24	10/30/24	CD	Round Top State Bank	4.660	12/31/24		21,472.17	100.000	21,472.17	0.00	21,472.17	0.00	4.660	4.660
78009AUM4	11/20/24	11/21/24	CP	Royal Bank of Canada	0.000	07/21/25		12,000,000.00	97.029	11,643,453.33	0.00	11,643,453.33	0.00	4.555	4.555
CD-14231	11/30/24	11/30/24	CD	Round Top State Bank	4.660	12/31/24		22,274.47	100.000	22,274.47	0.00	22,274.47	0.00	4.660	4.660
Total Buy								**12,043,746.64**		**11,687,199.97**	**0.00**	**11,687,199.97**	**0.00**		
Call Redemption															
3134GX3L6	10/17/24	10/17/24	AGCY CALL	FHLMC	5.000	10/17/25	10/17/24	(10,000,000.00)	100.000	10,000,000.00	0.00	10,000,000.00	0.00	--	--
Total Call Redemption								**(10,000,000.00)**		**10,000,000.00**	**0.00**	**10,000,000.00**	**0.00**		
Coupon															
3134GX3L6	10/17/24	10/17/24	AGCY CALL	FHLMC	5.000	10/17/25	10/17/24	0.00		0.00	250,000.00	250,000.00	0.00	--	--
3130ARP96	10/28/24	10/28/24	AGCY CALL	FHLB	3.000	04/28/25	01/28/25	0.00		0.00	150,000.00	150,000.00	0.00	--	--
CD-14231	10/30/24	10/30/24	CD	Round Top State Bank	4.660	12/31/24		0.00		0.00	21,472.17	21,472.17	0.00	--	--
052414RQ4	11/15/24	11/15/24	MUNI	AUSTIN TEX ELEC UTIL SYS REV	2.574	11/15/24		0.00		0.00	150,836.40	150,836.40	0.00	--	--
3134GXP73	11/28/24	11/28/24	AGCY CALL	FHLMC	4.000	05/28/25	02/28/25	0.00		0.00	200,000.00	200,000.00	0.00	--	--
CD-14231	11/30/24	11/30/24	CD	Round Top State Bank	4.660	12/31/24		0.00		0.00	22,274.47	22,274.47	0.00	--	--
3130AS6N4	12/06/24	12/06/24	AGCY CALL	FHLB	3.250	06/06/25	03/06/25	0.00		0.00	162,500.00	162,500.00	0.00	--	--
3130A3GE8	12/13/24	12/13/24	AGCY	FHLB	2.750	12/13/24		0.00		0.00	137,500.00	137,500.00	0.00	--	--
CD-14231	12/31/24	12/31/24	CD	Round Top State Bank	4.660	12/31/24		0.00		0.00	21,640.04	21,640.04	0.00	--	--
Total Coupon								**0.00**		**0.00**	**1,116,223.08**	**1,116,223.08**	**0.00**		
Maturity															
052414RQ4	11/15/24	11/15/24	MUNI	AUSTIN TEX ELEC UTIL SYS REV	2.574	11/15/24		(11,720,000.00)	100.000	11,720,000.00	0.00	11,720,000.00	0.00	--	--
3130A3GE8	12/13/24	12/13/24	AGCY	FHLB	2.750	12/13/24		(10,000,000.00)	100.000	10,000,000.00	0.00	10,000,000.00	0.00	--	--
CD-14231	12/31/24	12/31/24	CD	Round Top State Bank	4.660	12/31/24		(5,639,494.81)	100.000	5,639,494.81	0.00	5,639,494.81	0.00	--	--
Total Maturity								**(27,359,494.81)**		**27,359,494.81**	**0.00**	**27,359,494.81**	**0.00**		
2021 TAN															
Buy															

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Investment Transactions

CUSIP	Trade Date	Settle Date	Security Type	Security Description	Coupon	Maturity Date	Call Date	Par Value	Price	Principal Amount	Interest Purchased/ Received	Total Amount	Realized Gain/ Loss	YTM	YTW
USTDDSLGS	11/29/24	11/29/24	US GOVT	U.S. Treasury DD SLGS	0.000	12/31/24		244,988.84	1.000	244,988.84	0.00	244,988.84	0.00	3.495	3.495
USTDDSLG2	11/30/24	11/30/24	US GOVT	U.S. Treasury DD SLGS	0.000	12/31/24		980,878.62	1.000	980,878.62	0.00	980,878.62	0.00	3.493	3.493
Total Buy								**1,225,867.46**		**1,225,867.46**	**0.00**	**1,225,867.46**	**0.00**		
Money Market Funds															
USTDDSLGS	10/31/24	10/31/24	US GOVT	U.S. Treasury DD SLGS	0.000	12/31/24		0.00		0.00	87,057.45	87,057.45	0.00	--	--
USTDDSLG2	10/31/24	10/31/24	US GOVT	U.S. Treasury DD SLGS	0.000	12/31/24		0.00		0.00	337,007.69	337,007.69	0.00	--	--
USTDDSLGS	11/30/24	11/30/24	US GOVT	U.S. Treasury DD SLGS	0.000	12/31/24		0.00		0.00	79,346.75	79,346.75	0.00	--	--
USTDDSLG2	11/30/24	11/30/24	US GOVT	U.S. Treasury DD SLGS	0.000	12/31/24		0.00		0.00	320,835.18	320,835.18	0.00	--	--
USTDDSLGS	12/31/24	12/31/24	US GOVT	U.S. Treasury DD SLGS	0.000	12/31/24		0.00		0.00	78,584.64	78,584.64	0.00	--	--
USTDDSLG2	12/31/24	12/31/24	US GOVT	U.S. Treasury DD SLGS	0.000	12/31/24		0.00		0.00	323,035.75	323,035.75	0.00	--	--
Total Money Market Funds								**0.00**		**0.00**	**1,225,867.46**	**1,225,867.46**	**0.00**		
Sell															
USTDDSLGS	11/08/24	11/08/24	US GOVT	U.S. Treasury DD SLGS	0.000	12/31/24		(1,704,669.22)	1.000	1,704,669.22	0.00	1,704,669.22	0.00	--	--
Total Sell								**(1,704,669.22)**		**1,704,669.22**	**0.00**	**1,704,669.22**	**0.00**		
2023 Road Bond															
Buy															
USTDDSLGS	11/30/24	11/30/24	US GOVT	U.S. Treasury DD SLGS	0.000	12/31/24		1,342,855.25	1.000	1,342,855.25	0.00	1,342,855.25	0.00	3.494	3.494
Total Buy								**1,342,855.25**		**1,342,855.25**	**0.00**	**1,342,855.25**	**0.00**		
Money Market Funds															
USTDDSLGS	10/31/24	10/31/24	US GOVT	U.S. Treasury DD SLGS	0.000	12/31/24		0.00		0.00	465,880.58	465,880.58	0.00	--	--
USTDDSLGS	11/30/24	11/30/24	US GOVT	U.S. Treasury DD SLGS	0.000	12/31/24		0.00		0.00	437,826.32	437,826.32	0.00	--	--
USTDDSLGS	12/31/24	12/31/24	US GOVT	U.S. Treasury DD SLGS	0.000	12/31/24		0.00		0.00	439,148.35	439,148.35	0.00	--	--
Total Money Market Funds								**0.00**		**0.00**	**1,342,855.25**	**1,342,855.25**	**0.00**		
Sell															
USTDDSLGS	11/02/24	11/02/24	US GOVT	U.S. Treasury DD SLGS	0.000	12/31/24		(2,978,014.37)	1.000	2,978,014.37	0.00	2,978,014.37	0.00	--	--

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Investment Transactions

CUSIP	Trade Date	Settle Date	Security Type	Security Description	Coupon	Maturity Date	Call Date	Par Value	Price	Principal Amount	Interest Purchased/ Received	Total Amount	Realized Gain/ Loss	YTM	YTW
Total Sell								**(2,978,014.37)**		**2,978,014.37**	**0.00**	**2,978,014.37**	**0.00**		
2023 TAN															
Call Redemption															
3134GYSK9	11/18/24	11/18/24	AGCY CALL	FHLMC	5.000	05/16/25		(15,000,000.00)	100.000	15,000,000.00	0.00	15,000,000.00	8,506.15	--	--
Total Call Redemption								**(15,000,000.00)**		**15,000,000.00**	**0.00**	**15,000,000.00**	**8,506.15**		
Coupon															
3130ALUA0	10/07/24	10/07/24	AGCY STEP	FHLB	1.000	04/07/25	01/07/25	0.00		0.00	25,000.00	25,000.00	0.00	--	--
3134GYSK9	11/16/24	11/16/24	AGCY CALL	FHLMC	5.000	05/16/25		0.00		0.00	375,000.00	375,000.00	0.00	--	--
3133EPNF8	12/23/24	12/23/24	AGCY CALL	FFCB	4.820	06/23/26	06/23/25	0.00		0.00	241,000.00	241,000.00	0.00	--	--
3130ASG29	12/30/24	12/30/24	AGCY CALL	FHLB	3.600	06/30/25	03/30/25	0.00		0.00	180,000.00	180,000.00	0.00	--	--
Total Coupon								**0.00**		**0.00**	**821,000.00**	**821,000.00**	**0.00**		
2024 TAN															
Buy															
USTDDSLGS	11/30/24	11/30/24	US GOVT	U.S. Treasury DD SLGS	0.000	12/31/24		1,339,069.44	1.000	1,339,069.44	0.00	1,339,069.44	0.00	3.494	3.494
Total Buy								**1,339,069.44**		**1,339,069.44**	**0.00**	**1,339,069.44**	**0.00**		
Money Market Funds															
USTDDSLGS	10/31/24	10/31/24	US GOVT	U.S. Treasury DD SLGS	0.000	12/31/24		0.00		0.00	468,789.97	468,789.97	0.00	--	--
USTDDSLGS	11/30/24	11/30/24	US GOVT	U.S. Treasury DD SLGS	0.000	12/31/24		0.00		0.00	435,566.06	435,566.06	0.00	--	--
USTDDSLGS	12/31/24	12/31/24	US GOVT	U.S. Treasury DD SLGS	0.000	12/31/24		0.00		0.00	434,713.41	434,713.41	0.00	--	--
Total Money Market Funds								**0.00**		**0.00**	**1,339,069.44**	**1,339,069.44**	**0.00**		
Sell															
USTDDSLGS	11/07/24	11/07/24	US GOVT	U.S. Treasury DD SLGS	0.000	12/31/24		(5,244,135.12)	1.000	5,244,135.12	0.00	5,244,135.12	0.00	--	--
Total Sell								**(5,244,135.12)**		**5,244,135.12**	**0.00**	**5,244,135.12**	**0.00**		
Conservation Fund															

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Investment Transactions

CUSIP	Trade Date	Settle Date	Security Type	Security Description	Coupon	Maturity Date	Call Date	Par Value	Price	Principal Amount	Interest Purchased/ Received	Total Amount	Realized Gain/ Loss	YTM	YTW
Coupon															
3130AWKM1	12/12/24	12/12/24	AGCY	FHLB	4.750	12/12/25		0.00		0.00	118,750.00	118,750.00	0.00	--	--
Total Coupon								**0.00**		**0.00**	**118,750.00**	**118,750.00**	**0.00**		
County Benefits Program															
Buy															
3130AWS92	10/11/24	10/15/24	AGCY	FHLB	4.875	09/12/25		5,000,000.00	100.541	5,027,050.00	22,343.75	5,049,393.75	0.00	4.257	4.257
Total Buy								**5,000,000.00**		**5,027,050.00**	**22,343.75**	**5,049,393.75**	**0.00**		
Coupon															
3130ARGH8	10/11/24	10/11/24	AGCY STEP	FHLB	3.000	10/11/24		0.00		0.00	75,000.00	75,000.00	0.00	--	--
Total Coupon								**0.00**		**0.00**	**75,000.00**	**75,000.00**	**0.00**		
Maturity															
3130ARGH8	10/11/24	10/11/24	AGCY STEP	FHLB	3.000	10/11/24		(5,000,000.00)	100.000	5,000,000.00	0.00	5,000,000.00	0.00	--	--
Total Maturity								**(5,000,000.00)**		**5,000,000.00**	**0.00**	**5,000,000.00**	**0.00**		
Future Environmental Liability															
Coupon															
3133ERAK7	10/10/24	10/10/24	AGCY	FFCB	4.375	04/10/29		0.00		0.00	65,625.00	65,625.00	0.00	--	--
Total Coupon								**0.00**		**0.00**	**65,625.00**	**65,625.00**	**0.00**		
General Fund-Core Investmnts															
Coupon															
3133EMV74	10/26/24	10/26/24	AGCY CALL	FFCB	1.400	04/26/29	11/30/24	0.00		0.00	42,000.00	42,000.00	0.00	--	--
3130ALYC2	10/29/24	10/29/24	AGCY CALL	FHLB	1.140	04/29/26	01/29/25	0.00		0.00	28,500.00	28,500.00	0.00	--	--
91282CJF9	10/31/24	10/31/24	US GOVT	U.S. Treasury Note	4.875	10/31/28		0.00		0.00	121,875.00	121,875.00	0.00	--	--
88213ADS1	11/15/24	11/15/24	MUNI	BOARD OF REGENTS TEXAS A & M UNIVERSITY SYSTEM	2.666	05/15/25		0.00		0.00	60,518.20	60,518.20	0.00	--	--

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Investment Transactions

CUSIP	Trade Date	Settle Date	Security Type	Security Description	Coupon	Maturity Date	Call Date	Par Value	Price	Principal Amount	Interest Purchased/ Received	Total Amount	Realized Gain/ Loss	YTM	YTW
88213AKF1	11/15/24	11/15/24	MUNI	BOARD OF REGENTS TEXAS A & M UNIVERSITY SYSTEM	2.986	05/15/28	05/15/27	0.00		0.00	33,965.75	33,965.75	0.00	--	--
3133EPG58	11/24/24	11/24/24	AGCY CALL	FFCB	5.120	11/24/27	11/24/25	0.00		0.00	233,984.00	233,984.00	0.00	--	--
3130AMGG1	11/26/24	11/26/24	AGCY STEP	FHLB	2.000	05/26/26		0.00		0.00	50,000.00	50,000.00	0.00	--	--
3130AXQK7	12/08/24	12/08/24	AGCY	FHLB	4.750	12/08/28		0.00		0.00	118,750.00	118,750.00	0.00	--	--
Total Coupon								**0.00**		**0.00**	**689,592.95**	**689,592.95**	**0.00**		
General Fund-Liquid Investmnts															
Buy															
98459RTQ3	10/02/24	10/03/24	CP	Yale University	0.000	06/24/25		10,000,000.00	96.993	9,699,333.30	0.00	9,699,333.30	0.00	4.227	4.227
78009AU77	10/11/24	10/15/24	CP	Royal Bank of Canada	0.000	07/07/25		10,000,000.00	96.805	9,680,527.78	0.00	9,680,527.78	0.00	4.483	4.483
89233GUM6	11/01/24	11/04/24	CP	Toyota Motor Credit Corp	0.000	07/21/25		10,000,000.00	96.849	9,684,883.33	0.00	9,684,883.33	0.00	4.523	4.523
89233GV11	11/07/24	11/08/24	CP	Toyota Motor Credit Corp	0.000	08/01/25		10,000,000.00	96.719	9,671,933.33	0.00	9,671,933.33	0.00	4.591	4.591
78009AVF8	11/20/24	11/21/24	CP	Royal Bank of Canada	0.000	08/15/25		10,000,000.00	96.737	9,673,666.67	0.00	9,673,666.67	0.00	4.548	4.548
Total Buy								**50,000,000.00**		**48,410,344.41**	**0.00**	**48,410,344.41**	**0.00**		
Coupon															
3133EPW43	10/30/24	10/30/24	AGCY	FFCB	4.875	10/30/24		0.00		0.00	243,750.00	243,750.00	0.00	--	--
Total Coupon								**0.00**		**0.00**	**243,750.00**	**243,750.00**	**0.00**		
Maturity															
78009AK37	10/03/24	10/03/24	CP	Royal Bank of Canada	0.000	10/03/24		(10,000,000.00)	100.000	10,000,000.00	0.00	10,000,000.00	0.00	--	--
78009AKB9	10/11/24	10/11/24	CP	Royal Bank of Canada	0.000	10/11/24		(10,000,000.00)	100.000	10,000,000.00	0.00	10,000,000.00	0.00	--	--
3133EPW43	10/30/24	10/30/24	AGCY	FFCB	4.875	10/30/24		(10,000,000.00)	100.000	10,000,000.00	0.00	10,000,000.00	0.00	--	--
89233GL12	11/01/24	11/01/24	CP	Toyota Motor Credit Corp	0.000	11/01/24		(10,000,000.00)	100.000	10,000,000.00	0.00	10,000,000.00	0.00	--	--
89233GL79	11/07/24	11/07/24	CP	Toyota Motor Credit Corp	0.000	11/07/24		(10,000,000.00)	100.000	10,000,000.00	0.00	10,000,000.00	0.00	--	--
16085GLK2	11/19/24	11/19/24	CP	CHARLOTTE-MECKLENCURG N C HOSP AUTH REV TAXABLE DI	0.000	11/19/24		(10,500,000.00)	100.000	10,500,000.00	0.00	10,500,000.00	0.00	--	--
16085GLS5	11/26/24	11/26/24	CP	CHARLOTTE-MECKLENCURG N C HOSP AUTH REV TAXABLE DI	0.000	11/26/24		(10,000,000.00)	100.000	10,000,000.00	0.00	10,000,000.00	0.00	--	--
Total Maturity								**(70,500,000.00)**		**70,500,000.00**	**0.00**	**70,500,000.00**	**0.00**		

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Investment Transactions

CUSIP	Trade Date	Settle Date	Security Type	Security Description	Coupon	Maturity Date	Call Date	Par Value	Price	Principal Amount	Interest Purchased/ Received	Total Amount	Realized Gain/ Loss	YTM	YTW
Passthrough Toll Reimb															
Buy															
91282CHM6	10/24/24	10/28/24	US GOVT	U.S. Treasury Note	4.500	07/15/26		6,500,000.00	100.656	6,542,656.25	83,457.88	6,626,114.13	0.00	4.096	4.096
Total Buy								**6,500,000.00**		**6,542,656.25**	**83,457.88**	**6,626,114.13**	**0.00**		
Call Redemption															
3130AUPL2	10/28/24	10/28/24	AGCY CALL	FHLB	5.000	07/28/25	10/28/24	(6,475,000.00)	100.000	6,475,000.00	0.00	6,475,000.00	6,142.39	--	--
Total Call Redemption								**(6,475,000.00)**		**6,475,000.00**	**0.00**	**6,475,000.00**	**6,142.39**		
Coupon															
3130AUPL2	10/28/24	10/28/24	AGCY CALL	FHLB	5.000	07/28/25	10/28/24	0.00		0.00	80,937.50	80,937.50	0.00	--	--
91282CHH7	12/15/24	12/15/24	US GOVT	U.S. Treasury Note	4.125	06/15/26		0.00		0.00	103,125.00	103,125.00	0.00	--	--
912828ZW3	12/31/24	12/31/24	US GOVT	U.S. Treasury Note	0.250	06/30/25		0.00		0.00	12,500.00	12,500.00	0.00	--	--
Total Coupon								**0.00**		**0.00**	**196,562.50**	**196,562.50**	**0.00**		
Road and Bridge General															
Coupon															
3134GWZ82	10/08/24	10/08/24	AGCY CALL	FHLMC	0.590	10/08/25	01/08/25	0.00		0.00	29,500.00	29,500.00	0.00	--	--
91282CEH0	10/14/24	10/14/24	US GOVT	U.S. Treasury Note	2.625	04/15/25		0.00		0.00	196,875.00	196,875.00	0.00	--	--
3130ATUR6	12/13/24	12/13/24	AGCY	FHLB	4.625	12/13/24		0.00		0.00	115,625.00	115,625.00	0.00	--	--
Total Coupon								**0.00**		**0.00**	**342,000.00**	**342,000.00**	**0.00**		
Maturity															
3130ATUR6	12/13/24	12/13/24	AGCY	FHLB	4.625	12/13/24		(5,000,000.00)	100.000	5,000,000.00	0.00	5,000,000.00	0.00	--	--
Total Maturity								**(5,000,000.00)**		**5,000,000.00**	**0.00**	**5,000,000.00**	**0.00**		

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Investment Transactions Totals

Transaction Type	Quantity	Principal Amount	Interest	Total Amount	Realized G/L	YTM	YTW
Total Buy	77,451,538.79	(75,575,042.78)	(105,801.63)	(75,680,844.41)	0.00	4.389	4.389
Total Sell	(9,926,818.71)	9,926,818.71	0.00	9,926,818.71	0.00	3.597	3.597
Total Call Redemption	(31,475,000.00)	31,475,000.00	*0.00*	31,475,000.00	*14,648.54*	5.083	5.083
Total Maturity	(107,859,494.81)	107,859,494.81	*0.00*	107,859,494.81	*0.00*	4.296	4.296
Total Coupon	0.00	0.00	*3,668,503.53*	3,668,503.53	*0.00*		
Total Money Market Funds	0.00	0.00	*3,907,792.15*	3,907,792.15	*0.00*		

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Amortization and Accretion

CUSIP	Settle Date	Security Type	Security Description	Purchase Qty	Orig Price	Original Cost	Amort/Accr for Period	Total Amort/Accr Since Purch	Remaining Disc/ Premium	Ending Book Value
2019 Park Bond										
3130ANP61	08/26/21	AGCY CALL	FHLB	5,000,000.00	100.000	5,000,000.00	0.00	0.00	0.00	5,000,000.00
3134GWUG9	09/24/20	AGCY CALL	FHLMC	5,000,000.00	100.000	5,000,000.00	0.00	0.00	0.00	5,000,000.00
Total 2019 Park Bond				**10,000,000.00**		**10,000,000.00**	**0.00**	**0.00**	**0.00**	**10,000,000.00**
2019 Road Bond										
052414RQ4	10/26/20	MUNI	AUSTIN TEX ELEC UTIL SYS REV	0.00	0.000	0.00	(28,638.44)	0.00	0.00	0.00
3130A3GE8	03/06/20	AGCY	FHLB	0.00	0.000	0.00	(38,720.84)	0.00	0.00	0.00
CD-14231		CD	Round Top State Bank	0.00	0.000	0.00	0.00	0.00	0.00	0.00
882669BT0	12/23/20	MUNI	TEXAS PUBLIC FINANCE AUTHORITY	4,000,000.00	100.000	4,000,000.00	0.00	0.00	0.00	4,000,000.00
3130ANP61	08/26/21	AGCY CALL	FHLB	5,000,000.00	100.000	5,000,000.00	0.00	0.00	0.00	5,000,000.00
3130AQX57	02/28/22	AGCY STEP	FHLB	10,000,000.00	100.000	10,000,000.00	0.00	0.00	0.00	10,000,000.00
3130ARP96	04/28/22	AGCY CALL	FHLB	10,000,000.00	100.000	10,000,000.00	0.00	0.00	0.00	10,000,000.00
3134GXP73	08/30/22	AGCY CALL	FHLMC	10,000,000.00	100.000	10,000,000.00	0.00	0.00	0.00	10,000,000.00
3130AS6N4	08/08/22	AGCY CALL	FHLB	10,000,000.00	99.200	9,920,000.00	7,294.93	67,424.63	(12,575.37)	9,987,424.63
78009AUM4	11/21/24	CP	Royal Bank of Canada	12,000,000.00	97.029	11,643,453.33	60,406.67	60,406.67	(296,140.00)	11,703,860.00
3134GXS47	08/14/23	AGCY CALL	FHLMC	10,000,000.00	98.192	9,819,200.00	22,441.14	120,615.58	(60,184.42)	9,939,815.58
3134GWUG9	09/24/20	AGCY CALL	FHLMC	10,000,000.00	100.000	10,000,000.00	0.00	0.00	0.00	10,000,000.00
Total 2019 Road Bond				**81,000,000.00**		**80,382,653.33**	**22,783.45**	**248,446.87**	**(368,899.80)**	**80,631,100.20**
2021 TAN										
USTDDSLG2		US GOVT	U.S. Treasury DD SLGS	113,782,935.69	1.000	113,782,935.69	0.00	0.00	0.00	113,782,935.69
USTDDSLGS		US GOVT	U.S. Treasury DD SLGS	27,679,874.14	1.000	27,679,874.14	0.00	0.00	0.00	27,679,874.14
Total 2021 TAN				**141,462,809.83**		**141,462,809.83**	**0.00**	**0.00**	**0.00**	**141,462,809.83**
2023 Road Bond										
USTDDSLGS		US GOVT	U.S. Treasury DD SLGS	154,681,289.41	1.000	154,681,289.41	0.00	0.00	0.00	154,681,289.41
Total 2023 Road Bond				**154,681,289.41**		**154,681,289.41**	**0.00**	**0.00**	**0.00**	**154,681,289.41**
2023 TAN										

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Amortization and Accretion

CUSIP	Settle Date	Security Type	Security Description	Purchase Qty	Orig Price	Original Cost	Amort/Accr for Period	Total Amort/Accr Since Purch	Remaining Disc/ Premium	Ending Book Value
3130ALUA0	08/31/23	AGCY STEP	FHLB	5,000,000.00	93.616	4,680,807.00	51,743.13	265,091.81	(54,101.19)	4,945,898.81
3134GYSK9	05/18/23	AGCY CALL	FHLMC	0.00	0.000	0.00	2,191.69	0.00	0.00	0.00
3130ASG29	06/12/23	AGCY CALL	FHLB	10,000,000.00	97.447	9,744,700.00	31,709.74	191,424.65	(63,875.35)	9,936,124.65
3130ASY78	08/03/23	AGCY CALL	FHLB	8,500,000.00	97.640	8,299,400.00	24,277.24	133,667.04	(66,932.96)	8,433,067.04
3133EPNF8	09/11/23	AGCY CALL	FFCB	10,000,000.00	99.278	9,927,754.50	6,356.16	33,109.08	(39,136.42)	9,960,863.58
Total 2023 TAN				**33,500,000.00**		**32,652,661.50**	**116,277.96**	**623,292.57**	**(224,045.93)**	**33,275,954.07**
2024 TAN										
USTDDSLGS		US GOVT	U.S. Treasury DD SLGS	153,119,170.00	1.000	153,119,170.00	0.00	0.00	0.00	153,119,170.00
Total 2024 TAN				**153,119,170.00**		**153,119,170.00**	**0.00**	**0.00**	**0.00**	**153,119,170.00**
Conservation Fund										
3130AWKM1	02/08/24	AGCY	FHLB	5,000,000.00	100.454	5,022,710.00	(3,106.19)	(10,701.20)	12,008.80	5,012,008.80
3133EP2T1	02/12/24	AGCY	FFCB	5,000,000.00	99.735	4,986,750.00	1,069.44	3,745.34	(9,504.66)	4,990,495.34
91282CGP0	02/08/24	US GOVT	U.S. Treasury Note	5,000,000.00	99.574	4,978,710.94	1,261.07	4,498.54	(16,790.52)	4,983,209.48
Total Conservation Fund				**15,000,000.00**		**14,988,170.94**	**(775.68)**	**(2,457.32)**	**(14,286.38)**	**14,985,713.62**
County Benefits Program										
3130ARGH8	10/03/23	AGCY STEP	FHLB	0.00	0.000	0.00	3,334.43	0.00	0.00	0.00
3133EP2L8	02/07/24	AGCY	FFCB	5,000,000.00	99.985	4,999,250.00	189.76	673.68	(76.32)	4,999,923.68
3130AWS92	10/15/24	AGCY	FHLB	5,000,000.00	100.541	5,027,050.00	(6,285.15)	(6,285.15)	20,764.85	5,020,764.85
Total County Benefits Program				**10,000,000.00**		**10,026,300.00**	**(2,760.96)**	**(5,611.47)**	**20,688.53**	**10,020,688.53**
Future Environmental Liability										
3133ERAK7	04/15/24	AGCY	FFCB	3,000,000.00	99.091	2,972,730.00	1,270.51	3,562.69	(23,707.31)	2,976,292.69
Total Future Environmental Liability				**3,000,000.00**		**2,972,730.00**	**1,270.51**	**3,562.69**	**(23,707.31)**	**2,976,292.69**
General Fund-Core Investmnts										

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Amortization and Accretion

CUSIP	Settle Date	Security Type	Security Description	Purchase Qty	Orig Price	Original Cost	Amort/Accr for Period	Total Amort/Accr Since Purch	Remaining Disc/ Premium	Ending Book Value
3137EAEP0	03/02/20	AGCY	FHLMC	5,000,000.00	102.291	5,114,550.00	(5,925.69)	(111,844.80)	2,705.20	5,002,705.20
882806ES7	03/26/21	MUNI	Texas Tech University - Rev	5,740,000.00	108.652	6,236,624.80	(32,330.35)	(480,811.04)	15,813.76	5,755,813.76
3133EPCW3	03/10/23	AGCY	FFCB	5,000,000.00	99.720	4,986,000.00	1,847.40	12,634.53	(1,365.47)	4,998,634.53
88213ADS1	07/08/20	MUNI	BOARD OF REGENTS TEXAS A & M UNIVERSITY SYSTEM	4,540,000.00	109.363	4,965,080.20	(22,385.33)	(392,157.67)	32,922.53	4,572,922.53
87971LAG0	07/21/21	MUNI	TEMPE ARIZ CTFS PARTN	1,000,000.00	100.000	1,000,000.00	0.00	0.00	0.00	1,000,000.00
3133EPRS6	08/17/23	AGCY	FFCB	5,000,000.00	99.614	4,980,682.90	2,488.47	13,483.33	(5,833.77)	4,994,166.23
3136G43L5	09/30/20	AGCY CALL	FNMA	5,000,000.00	100.000	5,000,000.00	0.00	0.00	0.00	5,000,000.00
3130ALYC2	04/29/21	AGCY CALL	FHLB	5,000,000.00	100.000	5,000,000.00	0.00	0.00	0.00	5,000,000.00
3130AMGG1	05/26/21	AGCY STEP	FHLB	5,000,000.00	100.000	5,000,000.00	0.00	0.00	0.00	5,000,000.00
3133EP2T1	02/15/24	AGCY	FFCB	5,000,000.00	99.176	4,958,800.00	3,327.39	11,557.63	(29,642.37)	4,970,357.63
3133EPG58	11/30/23	AGCY CALL	FFCB	9,140,000.00	100.070	9,146,398.00	(821.64)	(3,391.55)	3,006.45	9,143,006.45
88278PVJ0	05/16/24	MUNI	TEXAS ST UNIV SYS FING REV	1,285,000.00	95.836	1,231,492.60	3,327.17	8,209.40	(45,298.00)	1,239,702.00
88213AKF1	05/16/24	MUNI	BOARD OF REGENTS TEXAS A & M UNIVERSITY SYSTEM	2,275,000.00	94.080	2,140,320.00	7,923.63	19,571.06	(115,108.94)	2,159,891.06
3133EPTA3	09/11/23	AGCY CALL	FFCB	11,000,000.00	99.510	10,946,100.00	2,531.69	13,343.08	(40,556.92)	10,959,443.08
91282CJF9	02/06/24	US GOVT	U.S. Treasury Note	5,000,000.00	103.160	5,158,007.81	(7,929.73)	(27,598.91)	130,408.90	5,130,408.90
3130AXQK7	01/17/24	AGCY	FHLB	5,000,000.00	103.302	5,165,100.00	(7,966.31)	(29,418.54)	135,681.46	5,135,681.46
3133EMV74	07/12/24	AGCY CALL	FFCB	6,000,000.00	87.238	5,234,280.00	36,992.99	69,032.86	(696,687.14)	5,303,312.86
3136G4C92	08/15/24	AGCY CALL	FNMA	1,000,000.00	88.035	880,346.00	5,556.33	8,394.90	(111,259.11)	888,740.90
Total General Fund-Core Investmnts				**86,980,000.00**		**87,143,782.31**	**(13,363.97)**	**(888,995.72)**	**(725,213.41)**	**86,254,786.59**
General Fund-Liquid Investmnts										
78009AK37	04/02/24	CP	Royal Bank of Canada	0.00	0.000	0.00	2,900.00	0.00	0.00	0.00
78009AKB9	01/18/24	CP	Royal Bank of Canada	0.00	0.000	0.00	13,833.33	0.00	0.00	0.00
89233GL12	02/12/24	CP	Toyota Motor Credit Corp	0.00	0.000	0.00	43,744.44	0.00	0.00	0.00
89233GL79	04/12/24	CP	Toyota Motor Credit Corp	0.00	0.000	0.00	54,677.78	0.00	0.00	0.00
16085GLK2	07/23/24	CP	CHARLOTTE-MECKLENCURG N C HOSP AUTH REV TAXABLE DI	0.00	0.000	0.00	77,175.00	0.00	0.00	0.00
16085GLS5	08/20/24	CP	CHARLOTTE-MECKLENCURG N C HOSP AUTH REV TAXABLE DI	0.00	0.000	0.00	81,200.00	0.00	0.00	0.00
89233GSC1	09/10/24	CP	Toyota Motor Credit Corp	10,000,000.00	96.984	9,698,388.89	113,722.22	139,680.56	(161,930.56)	9,838,069.45
98459RTQ3	10/03/24	CP	Yale University	10,000,000.00	96.993	9,699,333.30	102,500.01	102,500.01	(198,166.69)	9,801,833.31

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Amortization and Accretion

CUSIP	Settle Date	Security Type	Security Description	Purchase Qty	Orig Price	Original Cost	Amort/Accr for Period	Total Amort/Accr Since Purch	Remaining Disc/ Premium	Ending Book Value
78009AU77	10/15/24	CP	Royal Bank of Canada	10,000,000.00	96.805	9,680,527.78	94,033.33	94,033.33	(225,438.89)	9,774,561.11
89233GUM6	11/04/24	CP	Toyota Motor Credit Corp	10,000,000.00	96.849	9,684,883.33	70,566.67	70,566.67	(244,550.00)	9,755,450.00
89233GV11	11/08/24	CP	Toyota Motor Credit Corp	10,000,000.00	96.719	9,671,933.33	66,600.00	66,600.00	(261,466.67)	9,738,533.33
78009AVF8	11/21/24	CP	Royal Bank of Canada	10,000,000.00	96.737	9,673,666.67	50,111.11	50,111.11	(276,222.22)	9,723,777.78
Total General Fund-Liquid Investmnts				**60,000,000.00**		**58,108,733.30**	**771,063.90**	**523,491.68**	**(1,367,775.02)**	**58,632,224.98**
Passthrough Toll Reimb										
912828ZW3	08/08/24	US GOVT	U.S. Treasury Note	10,000,000.00	96.285	9,628,515.63	102,765.77	163,060.55	(208,423.82)	9,791,576.18
3130AUPL2	02/15/23	AGCY CALL	FHLB	0.00	0.000	0.00	590.78	0.00	0.00	0.00
3130AYQH2	02/06/24	AGCY	FHLB	5,000,000.00	99.768	4,988,400.00	1,946.96	7,001.58	(4,598.42)	4,995,401.58
91282CHH7	01/18/24	US GOVT	U.S. Treasury Note	5,000,000.00	99.777	4,988,867.19	1,124.80	4,380.02	(6,752.79)	4,993,247.21
91282CHM6	10/28/24	US GOVT	U.S. Treasury Note	6,500,000.00	100.656	6,542,656.25	(3,998.89)	(3,998.89)	38,657.36	6,538,657.36
Total Passthrough Toll Reimb				**26,500,000.00**		**26,148,439.07**	**102,429.42**	**170,443.26**	**(181,117.67)**	**26,318,882.33**
Road and Bridge General										
3130ATUR6	02/06/23	AGCY	FHLB	0.00	0.000	0.00	(1,525.01)	0.00	0.00	0.00
3133EP2L8	02/07/24	AGCY	FFCB	5,000,000.00	99.985	4,999,250.00	189.76	673.68	(76.32)	4,999,923.68
91282CEH0		US GOVT	U.S. Treasury Note	15,000,000.00	97.624	14,643,554.69	83,793.38	261,297.99	(95,147.32)	14,904,852.68
3130AYQH2	02/06/24	AGCY	FHLB	5,000,000.00	99.768	4,988,400.00	1,946.96	7,001.58	(4,598.42)	4,995,401.58
3134GWZ82	08/02/24	AGCY CALL	FHLMC	10,000,000.00	95.375	9,537,500.00	97,904.34	160,666.79	(301,833.21)	9,698,166.79
Total Road and Bridge General				**35,000,000.00**		**34,168,704.69**	**182,309.44**	**429,640.05**	**(401,655.26)**	**34,598,344.74**
Grand Total				**810,243,269.24**		**805,855,444.38**	**1,179,234.08**	**1,101,812.60**	**(3,286,012.26)**	**806,957,256.98**

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Projected Cash Flows

CUSIP	Security Description	Post Date	Interest	Principal	Total Amount
2019 Park Bond					
3130ANP61	FHLB	02/26/25	17,000.00		17,000.00
3130ANP61	FHLB	02/26/25		5,000,000.00	5,000,000.00
3134GWUG9	FHLMC	03/24/25	14,250.00		14,250.00
3134GWUG9	FHLMC	09/24/25	14,250.00		14,250.00
3134GWUG9	FHLMC	09/24/25		5,000,000.00	5,000,000.00
2019 Road Bond					
882669BT0	TEXAS PUBLIC FINANCE AUTHORITY	02/03/25	13,260.00		13,260.00
882669BT0	TEXAS PUBLIC FINANCE AUTHORITY	02/03/25		4,000,000.00	4,000,000.00
3130ANP61	FHLB	02/26/25	17,000.00		17,000.00
3130ANP61	FHLB	02/26/25		5,000,000.00	5,000,000.00
3130AQX57	FHLB	02/28/25	112,500.00		112,500.00
3130AQX57	FHLB	02/28/25		10,000,000.00	10,000,000.00
3134GXS47	FHLMC	02/28/25	210,000.00		210,000.00
3134GWUG9	FHLMC	03/24/25	28,500.00		28,500.00
3130ARP96	FHLB	04/28/25	150,000.00		150,000.00
3130ARP96	FHLB	04/28/25		10,000,000.00	10,000,000.00
3134GXP73	FHLMC	05/28/25	200,000.00		200,000.00
3134GXP73	FHLMC	05/28/25		10,000,000.00	10,000,000.00
3130AS6N4	FHLB	06/06/25	162,500.00		162,500.00
3130AS6N4	FHLB	06/06/25		10,000,000.00	10,000,000.00
78009AUM4	Royal Bank of Canada	07/21/25		12,000,000.00	12,000,000.00
3134GXS47	FHLMC	08/28/25	210,000.00		210,000.00
3134GXS47	FHLMC	08/28/25		10,000,000.00	10,000,000.00
3134GWUG9	FHLMC	09/24/25	28,500.00		28,500.00
3134GWUG9	FHLMC	09/24/25		10,000,000.00	10,000,000.00
2023 TAN					
3130ASY78	FHLB	02/28/25	165,325.00		165,325.00
3130ALUA0	FHLB	04/07/25	25,000.00		25,000.00
3130ALUA0	FHLB	04/07/25		5,000,000.00	5,000,000.00
3133EPNF8	FFCB	06/23/25	241,000.00		241,000.00

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Projected Cash Flows

CUSIP	Security Description	Post Date	Interest	Principal	Total Amount
3133EPNF8	FFCB	06/23/25		10,000,000.00	10,000,000.00
3130ASG29	FHLB	06/30/25	180,000.00		180,000.00
3130ASG29	FHLB	06/30/25		10,000,000.00	10,000,000.00
3130ASY78	FHLB	08/28/25	165,325.00		165,325.00
3130ASY78	FHLB	08/28/25		8,500,000.00	8,500,000.00
Conservation Fund					
3133EP2T1	FFCB	02/12/25	103,125.00		103,125.00
91282CGP0	U.S. Treasury Note	02/28/25	100,000.00		100,000.00
3130AWKM1	FHLB	06/12/25	118,750.00		118,750.00
3133EP2T1	FFCB	08/12/25	103,125.00		103,125.00
91282CGP0	U.S. Treasury Note	09/02/25	100,000.00		100,000.00
3130AWKM1	FHLB	12/12/25	118,750.00		118,750.00
3130AWKM1	FHLB	12/12/25		5,000,000.00	5,000,000.00
County Benefits Program					
3133EP2L8	FFCB	02/07/25	121,875.00		121,875.00
3133EP2L8	FFCB	02/07/25		5,000,000.00	5,000,000.00
3130AWS92	FHLB	03/12/25	121,875.00		121,875.00
3130AWS92	FHLB	09/12/25	121,875.00		121,875.00
3130AWS92	FHLB	09/12/25		5,000,000.00	5,000,000.00
Future Environmental Liability					
3133ERAK7	FFCB	04/10/25	65,625.00		65,625.00
3133ERAK7	FFCB	10/10/25	65,625.00		65,625.00
General Fund-Core Investmnts					
87971LAG0	TEMPE ARIZ CTFS PARTN 0.915 07/01/2025	01/02/25	4,575.00		4,575.00
3133EPRS6	FFCB	01/28/25	121,875.00		121,875.00
3136G4C92	FNMA	01/30/25	5,750.00		5,750.00
3133EP2T1	FFCB	02/12/25	103,125.00		103,125.00
3137EAEP0	FHLMC	02/12/25	37,500.00		37,500.00

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Projected Cash Flows

CUSIP	Security Description	Post Date	Interest	Principal	Total Amount
3137EAEP0	FHLMC	02/12/25		5,000,000.00	5,000,000.00
3133EPTA3	FFCB	02/14/25	281,050.00		281,050.00
882806ES7	Texas Tech University - Rev	02/18/25	84,980.70		84,980.70
882806ES7	Texas Tech University - Rev	02/18/25		5,740,000.00	5,740,000.00
3133EPCW3	FFCB	03/10/25	125,000.00		125,000.00
3133EPCW3	FFCB	03/10/25		5,000,000.00	5,000,000.00
88278PVJ0	TEXAS ST UNIV SYS FING REV	03/17/25	22,686.68		22,686.68
3136G43L5	FNMA	03/31/25	13,750.00		13,750.00
3133EMV74	FFCB	04/28/25	42,000.00		42,000.00
3130ALYC2	FHLB	04/29/25	28,500.00		28,500.00
91282CJF9	U.S. Treasury Note	04/30/25	121,875.00		121,875.00
88213ADS1	BOARD OF REGENTS TEXAS A & M UNIVERSITY SYSTEM	05/15/25	60,518.20		60,518.20
88213ADS1	BOARD OF REGENTS TEXAS A & M UNIVERSITY SYSTEM	05/15/25		4,540,000.00	4,540,000.00
88213AKF1	BOARD OF REGENTS TEXAS A & M UNIVERSITY SYSTEM	05/15/25	33,965.75		33,965.75
3130AMGG1	FHLB	05/27/25	50,000.00		50,000.00
3133EPG58	FFCB	05/27/25	233,984.00		233,984.00
3130AXQK7	FHLB	06/09/25	118,750.00		118,750.00
87971LAG0	TEMPE ARIZ CTFS PARTN	07/01/25	4,575.00		4,575.00
87971LAG0	TEMPE ARIZ CTFS PARTN	07/01/25		1,000,000.00	1,000,000.00
3133EPRS6	FFCB	07/28/25	121,875.00		121,875.00
3133EPRS6	FFCB	07/28/25		5,000,000.00	5,000,000.00
3136G4C92	FNMA	07/30/25	5,750.00		5,750.00
3133EP2T1	FFCB	08/12/25	103,125.00		103,125.00
3133EPTA3	FFCB	08/14/25	281,050.00		281,050.00
3133EPTA3	FFCB	08/14/25		11,000,000.00	11,000,000.00
88278PVJ0	TEXAS ST UNIV SYS FING REV	09/15/25	22,686.68		22,686.68
3136G43L5	FNMA	09/30/25	13,750.00		13,750.00
3136G43L5	FNMA	09/30/25		5,000,000.00	5,000,000.00
3133EMV74	FFCB	10/27/25	42,000.00		42,000.00
3130ALYC2	FHLB	10/29/25	28,500.00		28,500.00
91282CJF9	U.S. Treasury Note	10/31/25	121,875.00		121,875.00

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Projected Cash Flows

CUSIP	Security Description	Post Date	Interest	Principal	Total Amount
88213AKF1	BOARD OF REGENTS TEXAS A & M UNIVERSITY SYSTEM	11/17/25	33,965.75		33,965.75
3133EPG58	FFCB	11/24/25	233,984.00		233,984.00
3133EPG58	FFCB	11/24/25		9,140,000.00	9,140,000.00
3130AMGG1	FHLB	11/26/25	50,000.00		50,000.00
3130AXQK7	FHLB	12/08/25	118,750.00		118,750.00
General Fund-Liquid Investmnts					
89233GSC1	Toyota Motor Credit Corp	05/12/25		10,000,000.00	10,000,000.00
98459RTQ3	Yale University	06/24/25		10,000,000.00	10,000,000.00
78009AU77	Royal Bank of Canada	07/07/25		10,000,000.00	10,000,000.00
89233GUM6	Toyota Motor Credit Corp	07/21/25		10,000,000.00	10,000,000.00
89233GV11	Toyota Motor Credit Corp	08/01/25		10,000,000.00	10,000,000.00
78009AVF8	Royal Bank of Canada	08/15/25		10,000,000.00	10,000,000.00
Passthrough Toll Reimb					
91282CHM6	U.S. Treasury Note 4.5 07/15/2026	01/15/25	146,250.00		146,250.00
3130AYQH2	FHLB	01/30/25	112,500.00		112,500.00
91282CHH7	U.S. Treasury Note	06/16/25	103,125.00		103,125.00
912828ZW3	U.S. Treasury Note	06/30/25	12,500.00		12,500.00
912828ZW3	U.S. Treasury Note	06/30/25		10,000,000.00	10,000,000.00
91282CHM6	U.S. Treasury Note	07/15/25	146,250.00		146,250.00
3130AYQH2	FHLB	07/30/25	112,500.00		112,500.00
3130AYQH2	FHLB	07/30/25		5,000,000.00	5,000,000.00
91282CHH7	U.S. Treasury Note	12/15/25	103,125.00		103,125.00
Road and Bridge General					
3130AYQH2	FHLB	01/30/25	112,500.00		112,500.00
3133EP2L8	FFCB	02/07/25	121,875.00		121,875.00
3133EP2L8	FFCB	02/07/25		5,000,000.00	5,000,000.00
3134GWZ82	FHLMC	04/08/25	29,500.00		29,500.00
91282CEH0	U.S. Treasury Note	04/15/25	196,875.00		196,875.00
91282CEH0	U.S. Treasury Note	04/15/25		15,000,000.00	15,000,000.00

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Projected Cash Flows

CUSIP	Security Description	Post Date	Interest	Principal	Total Amount
3130AYQH2	FHLB	07/30/25	112,500.00		112,500.00
3130AYQH2	FHLB	07/30/25		5,000,000.00	5,000,000.00
3134GWZ82	FHLMC	10/08/25	29,500.00		29,500.00
3134GWZ82	FHLMC	10/08/25		10,000,000.00	10,000,000.00
Grand Total			**7,105,806.75**	**300,920,000.00**	**308,025,806.75**

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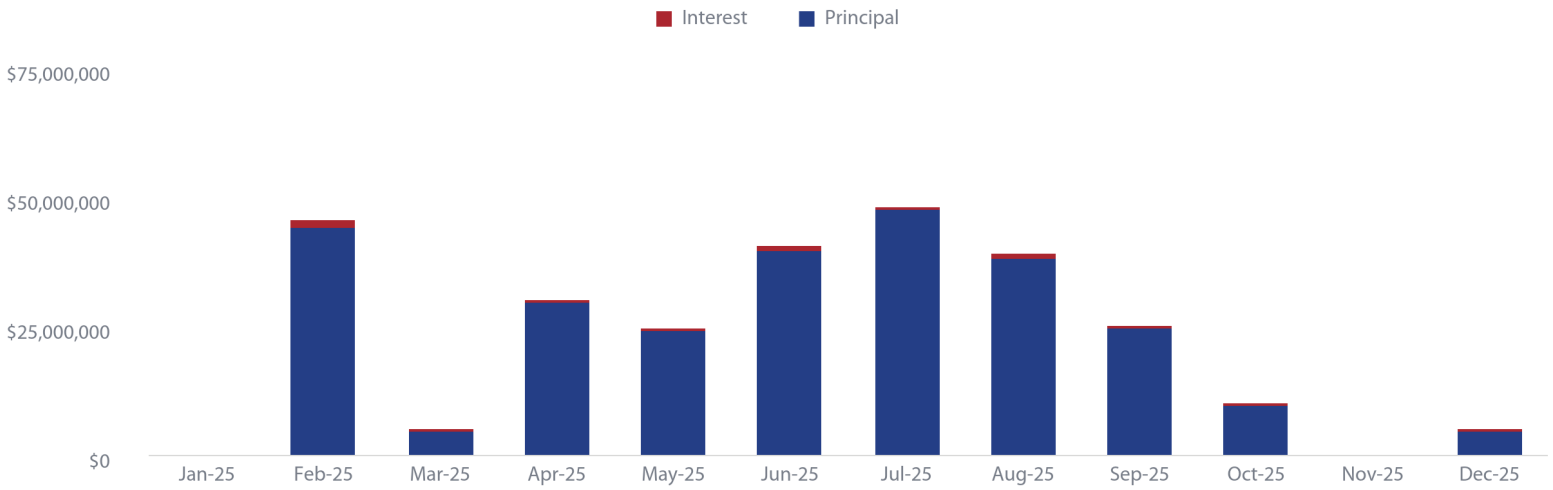
Projected Cash Flows Totals

Month and Year	Interest	Principal	Total Amount
January 2025	503,450.00		503,450.00
February 2025	1,488,615.70	44,740,000.00	46,228,615.70
March 2025	326,061.68	5,000,000.00	5,326,061.68
April 2025	659,375.00	30,000,000.00	30,659,375.00
May 2025	578,467.95	24,540,000.00	25,118,467.95
June 2025	936,625.00	40,000,000.00	50,936,625.00
July 2025	503,450.00	48,000,000.00	48,503,450.00
August 2025	862,625.00	38,500,000.00	50,362,625.00
September 2025	301,061.68	25,000,000.00	25,301,061.68
October 2025	287,500.00	10,000,000.00	10,287,500.00
November 2025	317,949.75		9,457,949.75
December 2025	340,625.00	5,000,000.00	5,340,625.00
Total	**7,105,806.75**	**270,780,000.00**	**308,025,806.75**



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Commissioners Court - Regular Session **14.**

Meeting Date: 03/25/2025

Investment Policy 2025

Submitted For: David Heselmeyer **Submitted By:** David Heselmeyer, County Treasurer

Department: County Treasurer

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take action on approving the Williamson County Investment Policy for 2024, which was approved by the Investment Committee on January 29, 2025.

Background

The Williamson County Investment Policy for 2025 remains unchanged from 2024.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2025 Investment Policy

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/19/2025 03:11 PM
Form Started By: David Heselmeyer		Started On: 03/18/2025 11:35 AM
Final Approval Date: 03/19/2025		

WILLIAMSON COUNTY

INVESTMENT POLICY

JANUARY 2025

WILLIAMSON COUNTY
INVESTMENT POLICY
January 2025

I. INVESTMENT AUTHORITY

In accordance with Section 116.112(a) of the Local Government Code and/or Title X, Chapter 2256, Section 2256.005 (f) and (g), the Williamson County Treasurer, under the direction of the Williamson County Commissioners' Court (the "Court"), may invest the County funds that are not immediately required to pay obligations of Williamson County (the "County"). The Treasurer shall act as the Investment Officer of the County. The Commissioners' Court may designate one or more county officers or employees as Investment Officers to assist the Treasurer in investment related duties.

Not less than annually, the Court shall adopt a written resolution stating that it has reviewed the Investment Policy and that the written instrument so adopted shall record any amendments made to the Investment Policy.

II. SCOPE

This Investment Policy and Strategy applies to all County funds including General Revenue, Road and Bridge, Tobacco, Construction, Reserve funds, Debt Service funds and funds of the County Benefits Program. Additional non-county funds are listed in Section IX of this policy.

III. INVESTMENT OBJECTIVES

111.1 General Statement

Funds of the County will be invested in compliance with federal and state laws, this investment policy and written administrative procedures. The County will invest according to investment strategies for each group of funds as they are adopted by the Court's resolution.

111.2 Safety and Maintenance of Liquidity

The County is concerned about the return of its principal; therefore, safety of principal is a primary objective in any investment transaction. The County's investment portfolio must be structured in conformance with an asset/liability management plan that provides for liquidity necessary to pay obligations as they become due.

111.3 Diversification

It will be the policy of the County to diversify its portfolio to eliminate the risk of loss resulting from a concentration of assets in a specific maturity (save and except zero duration funds), a specific issuer or a specific class of investments. Investments of the County shall always be selected to provide stability of income and reasonable liquidity.

111.4 Yield

The yield objective of the County is to earn the maximum return on its investments within policy guidelines imposed by safety and liquidity objectives, investment strategies for each group of funds as well as state and federal law governing investment of public funds. Investment performance will be measured by weighted average yield to maturity at cost.

111.5 Maturity

Portfolio maturities will be structured to meet the obligations of the County first and then to achieve the highest rate of return of interest. When the County has funds not required to meet current-year obligations, maturity restraints will be imposed upon the investment strategy for each group of funds. The maximum allowable stated maturity of any individual investment owned by the County is five (5) years.

111.6 Quality and Capability of Investment Management

It is the County's policy to provide training as required by the Public Funds Investment Act. Periodic training in investments, policy and procedures for the County Investment Officer(s) will be provided through courses and seminars offered by professional organizations and associations in order to ensure the quality and capability of county investment decisions. The County Investment Officer(s) will be required to attend at least 10 hours of investment training each fiscal year provided through an independent source approved by the County Commissioners' Court or the Investment Advisory Committee. Certification of training for the Investment Officer will be presented for acceptance and entry into the official minutes of the Court.

111.7 Competitive Bidding

In order to achieve a fair market price in all its investment transactions, the County requires a competitive bidding process for all individual security purchases and sales except for transactions in money market mutual funds, local government investment pools and depository "sweep" products.

At least three bids or offers must be solicited for all other transactions involving individual securities. The County's Investment Advisor is also required to solicit at least three bids or offers when transacting trades on the County's behalf. In situations where the exact security being offered is not offered by other dealers, offers on the closest comparable investment may be used to establish a fair market price for the security.

111.8 Investment Advisors

The County may designate, with approval from the Court, a professional investment advisory firm, registered with the Securities and Exchange Commission under the 1940 Investment Advisors Act, as well as the State Securities Board to assist the County in the management of its funds. This Investment Advisor shall act solely in an advisory and administrative capacity within the guidelines of this policy. The County's relationship with the advisor shall be governed by a formal management contract between the two parties.

IV. INVESTMENT OBJECTIVES

The overall investment objectives of the County shall be to:

- ✓ Match the suitability of investments to financial requirements;
- ✓ Achieve safety of principal;
- ✓ Maintain required liquidity;
- ✓ Diversify the portfolio by investment type, issuer and maturity sector; and
- ✓ Seek the highest possible yield within policy and cash flow constraints.

V. INVESTMENT RESPONSIBILITY AND CONTROL

V.1 Investment Advisory Committee

The Investment Advisory Committee reviews investment policies and procedures, investment strategies, and investment performances. Members of the Committee include the County Judge, a County Commissioner, the Tax Assessor/Collector, and the County Auditor. The County Investment Officer will serve as an ex-officio member of the committee. Members should have demonstrated knowledge and expertise in the area of finance, investments, or cash management. The Chair of the Committee will be elected by the Committee and the meetings will be quarterly or more frequently if needed.

V.2 Liability of Investment Officer

The County Investment Officer is not responsible for any loss of County funds through the failure or negligence of the depository bank. This policy does not release the Investment Officer, or any other person for a loss resulting from any act of official misconduct, or negligence, or for any misappropriation of such funds. The designated Investment Officers shall perform their duties in accordance with the adopted Investment Policy and internal procedures. Investment Officers acting in good faith and in accordance with these policies and procedures shall be relieved of personal liability provided deviations are reported to the Advisory Committee on a timely basis.

V.3 Audit

The Court will review the Investment Policy and Strategies annually and, at a minimum, will have an annual compliance audit of management controls on investments and adherence to established investment policies. The independent auditor will report the results of the audit to the Court after completion of the audit.

V.4 Standard of Care

Investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived. Investment of funds shall be governed by the following investment objectives, in order of priority: preservation and safety of principal; liquidity; and yield.

In determining whether the investment officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

- ✓ the investment of all funds, or funds under the County's control, over which the Investment Officer had responsibility rather than a consideration as to the prudence of a single investment; and,
- ✓ whether the investment decision was consistent with the written investment policy of the County.

V.5 Investment Institution Defined

The County Investment Officer shall invest County funds with any or all of the institutions or groups consistent with federal and state regulations and approved by the Court.

V.6 Qualifications for Approval of Broker/Dealer

A written copy of the investment policy shall be presented to any person offering to engage in an investment transaction with the County. Broker/dealers shall sign an acknowledgement of receipt of policy. The qualified representative of the business organization seeking to sell an authorized investment, specifically public funds investement pools and discretionary investment management firms, shall execute a written instrument, provided by the County that the business organizations has:

- ✓ received and thoroughly reviewed the investment policy of the County; and
- ✓ acknowledged that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities arising out of investment transactions conducted between the County and the organization.

The investment officer may not buy any investment instrument from an entity that has not delivered to the County the instrument signed by the qualified representative.

Along with the signed affidavit the business organization shall supply the County with the following:

- ✓ Completed Broker/Dealer questionnaire.
- ✓ Completed Anti-Collusion Agreement.
- ✓ Financial statements (to be provided annually).
- ✓ Delivery instructions.
- ✓ Financial Institutions Regulatory Authority (FINRA) Certification Proof.
- ✓ Texas State Securities Commission Registration Proof.

On an annual basis, the Investment Advisory Committee shall review, revise and adopt a list of qualified brokers authorized to engage in investment transactions with the County.

If the County chooses to utilize the services of an Investment Advisor, the advisor shall be responsible for performing due diligence on the dealers with which it conducts investment transactions, shall present to the Investment Advisory Committee a list of approved broker dealers from which it obtains competitive offers and shall sign the required affidavit on behalf of these approved broker dealers.

V.7 Standards of Operation

The County Investment Officer shall develop and maintain written administrative procedures for the operation of the investment program set by the Commissioners' Court of the County. The County Investment Officer shall determine the amount of cash available for payments by the County, invest the funds not required in the performance of that duty, and shall exercise good judgment and discretion to effectuate the policies herein set forth. The County Investment Officer shall be authorized to delegate to an employee(s) the authority to place orders for such investments and to perform all acts required to acquire, pay for, hold, sell, exchange, tender or collect investments. Such designated employee(s) must have achieved the same certifications and training hours as the County Investment Officer.

V.8 Delivery vs. Payment

It will be the policy of the County that all investment securities shall be purchased using "Delivery vs. Payment" (DVP) method through the Federal Reserve System. By doing so, the County funds are not released until the County has received through the Federal Reserve wire, the securities purchased.

V.9 Standard of Ethics

The designated Investment Officers shall act as custodians of the public trust avoiding any transaction which might involve a conflict of interest, the appearance of a conflict of interest, or any activity which might otherwise discourage public confidence. Investment Officers shall refrain from personal business activity that might conflict with proper execution of the investment program or might impair their ability to make impartial investment decisions. Additionally, all Investment Officers shall file with Williamson County and the Texas Ethics Commission a statement disclosing any personal business relationship with any organization seeking to sell investments to the County; or, any relationship within the second degree of affinity or consanguinity to an individual seeking to sell investments to the County. For purposes of this subsection, an Investment Officer has a personal business relationship with a business organization if:

- ✓ the Investment Officer owns 10 percent or more of the voting stock or shares of the business organization or owns $5,000 or more of the fair market value of the business organization;
- ✓ funds received by the Investment Officer from the business organization exceed 10 percent of the Investment Officer's gross income for the previous year; or
- ✓ the Investment Officer has acquired from the business organization during the previous year investments with a book value of $2,500 or more for the personal account of the Investment Officer.

V.10 Downgrade Provision for Investment Ratings

An Investment that requires a minimum rating does not qualify as an authorized investment during the period the investment does not have the minimum rating. The County shall take all prudent measures that are consistent with its Investment Policy to liquidate an investment that does not have the minimum rating. The County shall also monitor the credit ratings on securities that require minimum ratings. This may be accomplished through research, or with the assistance of broker dealers, banks, safekeeping agents or the County's investment advisor.

VI. INVESTMENT REPORTING

VI.1 Portfolio Market Valuation

All securities held in the County investment portfolio shall be priced at the current market value on a quarterly basis and reported as part of the Quarterly Investment Report. Regular mark-to-market pricing will ensure awareness of portfolio value and price volatility by County officials. Market values should be obtained from a reputable and independent source including but not limited to Bloomberg, the Wall Street Journal and Interactive Data Corporation (I D C).

VI.2 Quarterly Investment Report

Not less than quarterly, the investment officer shall prepare and submit to the County Investment Advisory Committee a written report of investment transactions for all funds for the preceding reporting period within a reasonable time after the end of the period. The report must:

1. describe in detail the investment position of the County on the date of the report;

2. be signed by all investment officers of the County;

3. contain a summary statement of each pooled fund group that states:

   - ✓ beginning market value for the reporting period;
   - ✓ additions and changes to the market value during the period; and
   - ✓ ending market value for the period;

4. state the book value and market value of each separately invested asset at the end of the reporting period by the type of asset and fund type invested;

5. state the maturity date of each separately invested asset that has a maturity date;

6. state the account or fund or pooled group fund in the County for which each individual investment was required; and

7. state compliance of the investment portfolio of the County as it relates to:

   - ✓ strategy expressed in the County's investment policy; and
   - ✓ relevant provisions of the chapter.

The independent auditor shall review reports annually with findings presented to the Court.

VI.3 Notification of Investment Changes

It shall be the duty of the Investment Officer of the County to notify the Court of any significant changes in current investment methods and procedures prior to their implementation, regardless of whether they are authorized by this policy or not.

VII. INVESTMENT COLLATERAL AND SAFEKEEPING

VII.1 Collateralization Policy

Consistent with the requirement of State law, the County requires that all bank deposits to be federally insured or collateralized with authorized securities. Financial institutions serving as county depositories are required to sign a Depository Agreement with the County and the County's safekeeping agent. The safekeeping portion of the Agreement will define the County's rights to collateral in the event of default, bankruptcy, or closing and will establish a perfected security interest in compliance with federal and state regulations. In addition, repurchase agreements must be fully collateralized during the term of the agreement.

VII.2 Allowable Collateral

Securities eligible as collateral are defined by the Public Funds Collateral Act, as amended, and include all securities permitted under the Public Funds Investment Act. Collateral adequacy shall be verified against monthly safekeeping reports. More frequent verification may be required during periods of high market volatility.

The market value of the principal portion of collateral pledged for certificates of deposit must at all times be *equal to or greater than* the par value of the certificate of deposit plus accrued interest, less the applicable level of FDIC insurance.

Repurchase Agreements
A repurchase agreement's collateral level must be maintained at or above 102% of the agreement's outstanding balance plus accrued interest.

VII.3 Correcting Collateral Deficiencies

Certificates of Deposit
If the collateral pledged for a CD falls below the par value of the deposit, plus accrued interest less FDIC insurance, the Bank issuing the CD will be notified by the Investment Officers and will be required to pledge additional securities no later than the end of the next succeeding business day.

Repurchase Agreements
If the value of the securities underlying a repurchase agreement falls below the margin maintenance levels specified above, the Investment Officers will request additional securities. If the repurchase agreement is scheduled to mature within five business days and the amount is deemed to be immaterial, then the request is not necessary.

VII.4 Collateral Substitution

Collateralized certificates of deposit and repurchase agreements often require substitution of collateral. Any broker, dealer or financial institution requesting substitution must contact the Investment Officers for approval and settlement. The only exception to this shall be in the case of a flexible repurchase agreement in which a third-party safekeeping agent is contractually responsible for maintaining collateral at the agreed-upon percentage. The substituted security's value will be calculated and substitution approved if its value is equal to or greater than the required security level. Substitution is permitted, but should be limited if possible to minimize potential administrative problems and transfer expense. In the case of a flexible repurchase agreement, an independent third-party custodian shall be responsible for collateral substitution and maintaining proper securitization.

VII.5 Safekeeping

All purchased securities shall be registered in the County's name and held in safekeeping at a third-party financial institution, or with the Federal Reserve Bank.

All certificates of deposit, insured by the FDIC, purchased outside the County Depository Bank shall be held in safekeeping by the County.

VIII. INVESTMENT TYPES

VIII.1 Authorized Investments

The County Investment Officers shall use any or all of the following authorized investment instruments consistent with Title X, Chapter 2256 of the Texas Government Code:

1. Obligations of the United States or its agencies and instrumentalities, including FHLB letters of credit;

2. Direct obligations of this state or its agencies and instrumentalities;

3. No-load money market mutual funds if the mutual fund:

   - ✓ is regulated by the SEC;
   - ✓ has a dollar-weighted average stated maturity of 60 days or less;
   - ✓ includes in its investment objectives the maintenance of a stable $1.00 net asset value per each share;
   - ✓ is limited as to the amount invested per the requirements set forth in Chapter 2256, Government Code Section 2256.014; and
   - ✓ has supplied the County with a prospectus and other information required by the Securities Exchange Act of 1934 or the Investment Company Act of 1940;

4. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of this state or the United States or their respective agencies or instrumentalities, including any obligation that is fully guaranteed or insured by the Federal Deposit Insurance Corporation (FDIC).

5. Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment firm not less than A or its equivalent;

6. Certificates of deposit, if issued by a state or national bank located in this state and:

   - ✓ guaranteed or insured by the Federal Deposit Insurance Corporation or its successor; and
   - ✓ secured in any other manner and amount provided by law for deposits of the County;

7. A fully collateralized repurchase agreement, if it:

   - ✓ has a defined termination date;
   - ✓ is secured by any combination of cash and obligations described by Section 2256.009 (a)(1) of the Public Funds Investment Act; and
   - ✓ requires the securities being purchased by the County to be pledged to the County, held in the county's name, and deposited at the time the investment is made with the County or with a third party selected and approved by the County; and
   - ✓ is placed through a primary government securities dealer, approved by the County, or a financial institution doing business in this state; and,
   - ✓ is supported by a Master Repurchase Agreement executed by both parties.

8. Commercial paper is an authorized investment, limited to no more than 10% of the total portfolio per issuer at the time of purchase and no more than 30% total concentration of commercial paper, if the commercial paper:

   - ✓ has a stated maturity of 270 days or fewer from the date of its issuance; and,
   - ✓ is rated not less than A-1 or P-1 or an equivalent rating by at least;

     1. two nationally recognized credit rating agencies; or
     2. one nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States or any state.

9. Eligible investment pools, as defined in the Public Funds Investment Act. Each pool requires a written resolution from the Court authorizing investment in the particular pool.

The investment pool shall invest the funds it receives from entities in authorized investments permitted by the Public Funds Investment Act. The County by contract may delegate to an investment pool the authority to hold legal title as custodian of investments purchased with its local funds.

10. Interest bearing bank savings deposits issued by state and national banks or savings bank or a state or federal credit union (having their main or branch office in Texas) that are guaranteed or insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund (or their successor organizations). Also included are collateralized interest bearing savings deposits that have secured the uninsured portion of deposits with obligations of the U.S. Treasury and/or Federal agencies and instrumentalities.

VIII.2 Prohibited Investments

The following securities are not eligible investments for Williamson County:

- ✓ Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal.
- ✓ Obligations whose payment represents the principal payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no interest.
- ✓ Collateralized mortgage obligations (CMO's) that have a stated maturity date of greater than 10 years.
- ✓ CMO's having a coupon rate determined by an index that adjusts opposite to changes in a market index ('Inverse Floater")

IX. NON-COUNTY FUNDS

The following funds are designated as non-county because they are under the authority of a Williamson County official who chooses to invest the funds within the guidelines designated by the statutes of the State of Texas. These funds may not be considered funds that belong to the County but could be considered a liability for the County. All funds will be invested in compliance with the Public Funds Investment Act and the County's Investment Policy. An exception may be made when required by state law.

IX.1 Tax Assessor/Collector

County funds are invested to enhance investment return for the County before the County receives the funds. State of Texas funds in the custody of the Tax Assessor/Collector may be invested before remitting to the state or to the entity for whom the Tax Assessor/Collector is contracted to collect taxes.

IX.2 County Clerk Registry Funds

County Clerk Registry Funds are received by court order from Commissioners' Court, County Court-at-Law, or County Courts. These funds must be deposited in the County depository and then invested according to the court orders. A court order is required from the County Courts and the County Courts-at-Law prior to disbursement of the funds.

IX.3 District Attorney Forfeiture funds

District Attorney Forfeiture Funds are designated by a court of law and placed under the authority of the District Attorney. These funds must be deposited in the County depository and then may be invested until a District Court order is issued to release the funds.

IX.4 District Clerk Registry Funds

District Clerk Registry Funds are received by court order from the District Courts. These funds must be deposited in the County depository and then invested according to the court orders. A court order is required from the District Courts prior to the disbursement of the funds.

IX.5 County Treasurer's Adult Probation Funds

Funds designated as the "County Treasurer's Adult Probation" funds may be invested by the County Investment Officer upon an inter-governmental agreement with the Commissioners' Court and the Williamson County Community Supervision and Corrections Department. All funds invested will adhere to the policies and procedures as set forth in the County's investment policy.

IX.6 Williamson County/Cities Health District Funds

The County Investment Officer upon an inter-governmental agreement approved by the Commissioners' Court may invest Williamson County/Cities Health District Funds. All funds invested will adhere to the policies and procedures as set forth in the County's investment policy.

IX.7 Williamson County Benefits Funds

The County Investment Officer upon an inter-governmental agreement approved by the Commissioners' Court may invest Williamson County Benefit Funds. All funds invested will adhere to the policies and procedures as set forth in the County's investment policy.

X. INVESTMENT FUND STRATEGIES

PREFACE

It is the policy of Williamson County that, giving due regard to the safety and risk of investment, all available funds shall be invested in conformance with State and Federal Regulations, applicable Bond Resolution requirements, adopted Investment Policy and adopted Investment Strategy.

In accordance with the Public Funds Investment Act, the County's investment strategies shall address the following priorities (in order of importance):

- ✓ Understanding the suitability of the investment to the financial requirements of the County,
- ✓ Preservation and safety of principal,
- ✓ Liquidity,
- ✓ Marketability of the investment prior to maturity,
- ✓ Diversification of the investment portfolio, and
- ✓ Yield.

Effective investment strategy development coordinates the primary objectives of the County's Investment Policy and cash management procedures to enhance interest earnings and reduce investment risk. Active cash management will increase the available "investment period" and subsequently interest earnings. Maturity selections shall be based on cash flow and market conditions to take advantage of various interest rate cycles. The County's portfolio shall be designed and managed in a manner responsive to the public trust and consistent with the Investment Policy.

Each major fund type has varying cash flow requirements and liquidity needs. Therefore specific strategies shall be implemented considering the fund's unique requirements. The County's funds shall be analyzed and invested according to the following major fund types:

Operating Funds
Construction and Capital Improvement Funds
Debt Service Funds
Enterprise Funds
Internal Service Funds

XI. STRATEGIES

In order to minimize risk of loss due to interest rate fluctuations, investment maturities will not exceed the anticipated cash flow requirements of the funds. Investment guidelines by fund-type are as follows:

A. Operating Funds

Suitability — Any investment eligible in the Investment Policy is suitable for the Operating Funds.

Safety of Principal- All Operating Funds shall be invested in high quality securities with no perceived default risk. Market price fluctuations will occur, but by managing the portfolio's weighted average maturity to less than 365 days and restricting the maximum allowable maturity to five (5) years, the price volatility of the overall portfolio will be minimized.

Marketability — Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash requirement. Historical market "spreads" between the bid and offer prices of a particular security- type of less than a quarter of a percentage point shall define an efficient secondary market.

Liquidity — The Operating Fund requires the greatest short-term liquidity of any of the fund types. Short-term investment pools and money market mutual funds shall provide daily liquidity and may be utilized as a competitive yield alternative to fixed maturity investments.

Diversification — Investment maturities shall be staggered throughout the budget cycle to provide cash flow based on the anticipated operating needs of the County. Market cycle risk will be reduced by diversifying the appropriate maturity structure out along the maturity curve.

Yield — Attaining a competitive market yield for comparable security-types and portfolio restrictions is the desired objective. The 6-month Constant Maturity Treasury (CMT) bill shall be the minimum yield objective.

B. Construction and Capital Improvement Funds

Suitability — Any investment eligible in the Investment Policy is suitable for Construction and Capital Improvement (CC&I) Funds.

Safety of Principal — All CC&I Funds shall be invested in high quality securities with no perceived default risk. Market price fluctuations will occur, but by managing the Construction and Capital Improvement Fund's portfolio not to exceed the anticipated expenditure schedule, the market risk of the overall portfolio will be minimized.

Marketability — Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash requirement. Historical market "spreads" between the bid and offer prices of a particular security- type of less than a quarter of a percentage point shall define an efficient secondary market.

Liquidity — County funds used for construction and capital improvement programs have reasonably predictable draw down schedules. Therefore investment maturities shall generally follow the anticipated cash flow requirements. Investment pools and money market mutual funds shall provide readily available funds generally equal to at least one month's anticipated cash flow needs, or a competitive yield alternative for short term fixed maturity investments. A singular repurchase agreement may be utilized if disbursements are allowed in the amount necessary to satisfy any expenditure request, this investment structure is commonly referred to as a flexible repurchase agreement.

Diversification — Market conditions and the arbitrage regulations influence the attractiveness of staggering the maturity of fixed rate investments for bond proceeds and other construction and capital improvement funds. With bond proceeds, if investment rates exceed the applicable arbitrage yield, the County is best served by locking in most investments. If the arbitrage yield can not be exceeded, then concurrent market conditions will determine the attractiveness of diversifying maturities or investing in shorter and larger lumps. At no time shall the anticipated expenditure schedule be exceeded in an attempt to bolster yield with any County funds.

Yield — Achieving a positive spread to the applicable arbitrage yield is the desired objective for bond proceeds. Non-bond proceeds construction and capital project funds will seek to exceed the 6-month Constant Maturity Treasury average.

C. Debt Service Funds

Suitability — Any investment eligible in the Investment Policy is suitable for the Debt Service Fund.

Safety of Principal — All Debt Service Funds shall be invested in high quality securities with no perceived default risk. Market price fluctuations will occur, but by managing the Debt Service Fund's portfolio not to exceed the debt service payment schedule, the market risk of the overall portfolio will be minimized.

Marketability — Securities with active and efficient secondary markets are not necessary as the event of an unanticipated cash requirement is not probable.

Liquidity — Debt service funds have predictable payment schedules. Therefore investment maturities shall not exceed the anticipated cash flow requirements. Investment pools and money market mutual funds shall provided a competitive yield alternative for short term fixed maturity investments. A singular repurchase agreement may be utilized if

disbursements are allowed in the amount necessary to satisfy any debt service payment; this investment structure is commonly referred to as a flexible repurchase agreement.

Diversification — Market conditions influence the attractiveness of fully extending maturity to the next “un-funded” payment date. Generally, if investment rates are trending down, the County is best served by locking in most investments. If interest rates are flat or trending up, then concurrent market conditions will determine the attractiveness of extending maturity or investing in shorter alternatives. At no time shall the debt service schedule be exceeded in an attempt to bolster yield.

Yield — Attaining a competitive market yield for comparable security types and portfolio restrictions is the desired objective. The 6-month Constant Maturity Treasury (CMT) bill shall be the minimum yield objective.

D. Enterprise Funds

Suitability — Any investment eligible in the Investment Policy is suitable for the Enterprise Funds.

Safety of Principal — All Enterprise Funds shall be invested in high quality securities with no perceived default risk. Market price fluctuations will occur, but by managing the weighted average days to maturity for the Enterprise Fund portfolio to less than 365 days and restricting the maximum allowable maturity to two years, the price volatility of the overall portfolio will be minimized.

Marketability — Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash requirement. Historical market “spreads” between the bid and offer prices of a particular security- type of less than a quarter of a percentage point shall define an efficient secondary market.

Liquidity — The Enterprise Fund requires short-term liquidity. Constant dollar investment pools and money market mutual funds shall provide daily liquidity and may be utilized as a competitive yield alternative to fixed maturity investments.

Diversification — Investment maturities shall be staggered throughout the budget cycle to provide cash flow based on the anticipated operating needs of the County. Market cycle risk will be reduced by diversifying the appropriate maturity structure out along the maturity curve.

Yield — Attaining a competitive market yield for comparable security-types and portfolio restrictions is the desired objective. The minimum yield objective shall be the 91-day Treasury bill average.

E. Internal Service

Suitability — Any investment eligible in the Investment Policy is suitable for the Internal Service Funds.

Safety of Principal — All funds shall be invested in high quality securities with no perceived default risk. Market price fluctuations will occur, but by managing the weighted average days to maturity for the Internal Service Fund portfolio to less than 365 days and restricting the maximum allowable maturity to two years, the price volatility of the overall portfolio will be minimized.

Marketability — Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash requirement. Historical market “spreads” between the bid and offer prices of a particular security- type of less than a quarter of a percentage point shall define an efficient secondary market.

Liquidity — The Internal Service Fund requires short-term liquidity. Constant Dollar investment pools and money market mutual funds shall provide daily liquidity and may be utilized as a competitive yield alternative to fixed maturity investments.

Diversification — Investment maturities shall be staggered throughout the budget cycle to provide cash flow based on the anticipated operating needs of the County. Market cycle risk will be reduced by diversifying the appropriate maturity structure out through two years.

Yield — Attaining a competitive market yield for comparable security-types and portfolio restrictions is the desired objective. The average 91-day Treasury bill yield shall be the minimum yield objective.

Commissioners Court - Regular Session **15.**

Meeting Date: 03/25/2025

Accepting donations to Veteran Services

Submitted For: Michael Hernandez **Submitted By:** Michael Hernandez, Veteran Services

Department: Veteran Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for Veteran Services donations.

Background

Donation provided by Mrs. Joyce Wert and the American Legion Jarrell.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367400	Donations	260.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/19/2025 03:08 PM
Form Started By: Michael Hernandez		Started On: 03/17/2025 02:54 PM
Final Approval Date: 03/19/2025		

Commissioners Court - Regular Session **16.**

Meeting Date: 03/25/2025

Accepting donations to Veteran Services

Submitted For: Michael Hernandez **Submitted By:** Michael Hernandez, Veteran Services

Department: Veteran Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for Veteran Services donations.

Background

Donation provided to Veteran Services by Mrs. Joyce Wert and the American Legion Jarrell.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0405.003670	Donations	260.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/19/2025 03:07 PM
Form Started By: Michael Hernandez		Started On: 03/17/2025 02:50 PM
Final Approval Date: 03/19/2025		

Commissioners Court - Regular Session **17.**

Meeting Date: 03/25/2025

Accepting donations to Veteran Services

Submitted For: Michael Hernandez **Submitted By:** Michael Hernandez, Veteran Services

Department: Veteran Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for Veteran Services donations.

Background

Donation provided to Veteran Services by Mr. Casey Wade.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367400	Donations	80.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/19/2025 10:50 PM
Form Started By: Michael Hernandez		Started On: 03/14/2025 05:42 PM
Final Approval Date: 03/19/2025		

Commissioners Court - Regular Session **18.**

Meeting Date: 03/25/2025

Accepting donations to Veteran Services

Submitted For: Michael Hernandez **Submitted By:** Michael Hernandez, Veteran Services

Department: Veteran Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for Veteran Services donations.

Background

Donation provided to Veteran Services by Mr. Casey Wade.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0405.003670	Donations	80.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/19/2025 10:49 PM
Form Started By: Michael Hernandez		Started On: 03/14/2025 05:39 PM
Final Approval Date: 03/19/2025		

Commissioners Court - Regular Session **19.**

Meeting Date: 03/25/2025

Accepting donations for Veteran Services

Submitted For: Michael Hernandez **Submitted By:** Michael Hernandez, Veteran Services

Department: Veteran Services

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for Veteran Services Donations

Background

Donation provided to Veteran Services by American Legion Post 174, Mr. Ed Riley and Mr. Robert F Herwig.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367400	Donations	1050.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/12/2025 04:05 PM
Form Started By: Michael Hernandez		Started On: 03/07/2025 04:18 PM
Final Approval Date: 03/12/2025		

Commissioners Court - Regular Session **20.**

Meeting Date: 03/25/2025

Accepting donations for Veteran Services

Submitted For: Michael Hernandez **Submitted By:** Michael Hernandez, Veteran Services

Department: Veteran Services

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for Veteran Services Donations

Background

Donation provided to Veteran Services by American Legion Post 174, Mr. Ed Riley and Mr. Robert F Herwig.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0405.003670	Donations	1050.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/12/2025 04:03 PM
Form Started By: Michael Hernandez		Started On: 03/07/2025 04:12 PM
Final Approval Date: 03/12/2025		

Commissioners Court - Regular Session **21.**

Meeting Date: 03/25/2025

Spaceport Board

Submitted For: Cynthia Long **Submitted By:** Kathy Pierce, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on the appointment of Dr. Julie Lessiter to Place #1 on the Central Texas Spaceport Development Corporation Board of Directors for a two-year term beginning June 1, 2025 and ending on May 31, 2027.

Background

The Spaceport Corporation was approved unanimously by the Commissioners Court on March 11, 2025. Dr. Lessiter's bio is attached for reference.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Dr. Lessiter Bio

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/20/2025 03:13 PM
Form Started By: Kathy Pierce		Started On: 03/20/2025 09:13 AM
Final Approval Date: 03/20/2025		

Dr. Julie Lessiter

Dr. Julie Lessiter serves as the inaugural Vice President for the Round Rock Campus at Texas State University, a position she has held since August 2023. In this role, she is responsible for overseeing the transformation and growth of the 101-acre campus to support multidisciplinary academic and research initiatives that impact both local and state communities.

Before joining Texas State University, Dr. Lessiter was the Vice Chancellor for Strategic Initiatives at Louisiana State University Shreveport (LSUS) starting in 2018. During her tenure, she led significant projects, including the development of a 10,000-square-foot Cyber Collaboratory, fostering industry partnerships, creating workforce certifications and programs, and implementing the university's first strategic enrollment plan. These efforts resulted in a 100% increase in enrollment over five years, making LSUS the fastest-growing institution in Louisiana.

Dr. Lessiter's career in higher education spans over 25 years, during which she has held various roles. Prior to her vice chancellorship, she served as interim provost and vice chancellor for academic affairs, vice provost for enrollment management, and associate vice chancellor for academic services at LSUS. She also dedicated 12 years to intercollegiate athletics, working as the associate athletic director and senior woman administrator at Arkansas State University and Northwestern State University.

A native of Southampton, England, Dr. Lessiter came to the United States on a tennis scholarship at Northwestern State University in Louisiana. She earned multiple degrees, including a Bachelor of Science in Health and Exercise Science, a Bachelor of Science in Business Administration, and a Master of Education in Sports Administration from Northwestern State University. Additionally, she holds a Master of Business Administration from Arkansas State University and a Doctor of Educational Leadership from Lamar University.

In her current role at Texas State University, Dr. Lessiter is focused on expanding community and business partnerships, increasing campus infrastructure, and growing student enrollment at the Round Rock Campus. Her goal is to increase enrollment from the current 1,800 students to 10,000 by 2030, aligning with the university's strategic vision.

Dr. Lessiter's dedication to higher education and student success is evident in her extensive experience and the impactful initiatives she has led throughout her career.

Commissioners Court - Regular Session **22.**

Meeting Date: 03/25/2025

Spaceport Board

Submitted For: Cynthia Long **Submitted By:** Kathy Pierce, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on the appointment of Ed Trevis to Place #3 on the Central Texas Spaceport Development Corporation Board of Directors for a two-year term beginning June 1, 2025, and ending on May 31, 2027.

Background

The Spaceport Corporation was approved unanimously by the Commissioners Court on March 11, 2025. Mr. Trevis' bio is attached for reference.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Ed Trevis Bio

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/20/2025 03:13 PM
Form Started By: Kathy Pierce		Started On: 03/20/2025 09:29 AM
Final Approval Date: 03/20/2025		

Ed Trevis

Founder, President & CEO | Corvalent Corporation
📞 512-456-2400 | ✉ ed.trevis@corvalent.com

Visionary Leader | Executive Strategist | Industry Innovator

Ed Trevis is the Founder, President, and CEO of Corvalent Corporation, a leader in industrial computing solutions. With over 35 years of executive leadership, Ed has built a reputation as a dynamic strategist with deep expertise in corporate operations, product innovation, and market expansion. His leadership spans multiple industries, driving growth through visionary planning, executive development, and technological advancement.

A results-driven executive, Ed specializes in operational excellence, sales and marketing strategies, and financial oversight. His track record includes transforming organizational structures, pioneering industrial IoT and AI systems, and optimizing manufacturing processes to enhance productivity and business integrity.

Areas of Expertise:

- Executive & Operations Management
- Business Strategy & Growth
- Technology Product Development
- Industrial IoT & AI Systems
- Profit & Loss Analysis
- Leadership Development & Mentoring
- Corporate Governance & Board Leadership
- Public Speaking & Presentations

Professional Experience

Corvalent Corporation | Cedar Park, TX
Founder, President & CEO (1993 – Present)

- Spearheads corporate strategy, business expansion, and technology-driven innovation.
- Leads the development of industrial computing solutions tailored for mission-critical applications.
- Oversees manufacturing, engineering, and global sales initiatives.

Executive Coach (2011 – Present)

- Guides CEOs and business leaders in leadership, strategy, and personal development.

DEICO Electronics | Fremont, CA
Vice President of Sales & Marketing (1988 – 1993)

Round Table Pizza, Evers Franchise | Monterey, CA
Director of Operations (1986 – 1988)

Domino's Pizza, Pizza Express Franchise | Monterey, CA
Operations Management (1985 – 1986)

Corporate Board Experience

- **Chairman of the Board**, Corvalent Corporation (1993 – Present)
- **Vistage International CEO Board Member** (2001 – Present)
- **Board Member**, Cedar Park Regional Hospital (2020 – 2023)
- **Board Member**, Ethics in Business – Recognized Good (2020 – Present)
- **Member**, YTexas (2018 – Present)
- **Chairman**, Cedar Park Chamber of Commerce (2014)
- **Board Member**, Cedar Park Chamber of Commerce (2012 – 2018)
- **Chairman**, Land Use & Development Advisory Board, Jonestown, TX (2017 – 2018)
- **Chairman**, Cedar Park City Comprehensive Plan (2013 – 2014)

Industry Recognition & Achievements

- **Two-Time Business Journal "50 Fastest Growing Companies" Winner** (Silicon Valley & Austin)
- **2018 Manufacturing of the Year Award** (Enterprise Integration & Technology Leadership by Frost & Sullivan)
- **Small Business of the Year Award** (Texas Governor's Office & Texas Workforce Commission)
- **Intel Corporation Award of Excellence** (30-Year Member of Intelligent Systems Alliance)
- **ISO 9000-2015, ISO-13485-2016 Certified** (Medical Equipment Assembly)
- **Small Business Award Finalist for Ethics in Business & Community** (2017, 2018)
- **Vistage International CEO Awards:**

  2024 Vistage International Best Team Spirit Member of the Year

  2023 Vistage International Lifetime Achievement Award

2016 Vistage Most Valuable Board Member (2016)

Best Board Attendance (2014, 2015, 2017, 2018)

Education & Professional Development

- **Business Administration** (1980 – 1982)
- **Vistage International Member** (22+ years, 150+ expert speaker sessions, 5000+ hours of board participation)
- **Executive Coach & Mentor** (20+ years)
- **Languages: English, Portuguese, Spanish and Italian**

Ed Trevis is a dedicated leader with a passion for pattern breaking, business transformation, innovation, and mentorship. His experience in executive leadership, corporate strategy, and emerging technologies has positioned him as a trusted advisor and industry pioneer.

Commissioners Court - Regular Session **23.**

Meeting Date: 03/25/2025

Spaceport Board

Submitted For: Cynthia Long **Submitted By:** Kathy Pierce, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on the appointment of Dave Porter to Place #5 on Central Texas Spaceport Development Corporation Board of Directors for a one-year term beginning June 1, 2025, and ending on May 31, 2026.

Background

The Spaceport Corporation was approved unanimously by the Commissioners Court on March 11, 2025. Dave Porter's bio is attached for reference.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Dave Porter Bio

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/20/2025 03:14 PM
Form Started By: Kathy Pierce		Started On: 03/20/2025 09:37 AM
Final Approval Date: 03/20/2025		



Dave Porter

Executive Director, Williamson County Economic Development Partnership

Dave was born 1958 in Wichita, Kansas. He has spent 35 years in Economic Development in cities like Austin, TX, Raleigh, NC, Orlando, FL, Wichita, KS, Asheville, NC. His goal is to bring prosperity through high wage jobs to Williamson County.

He spent 11 years at the Austin Chamber of Commerce as the Senior Vice President of Economic Development encouraging businesses like Samsung to make Austin their home. He is currently Executive Director for the Williamson County Economic Development Partnership. He is an avid golfer.

He has extensive international experience in Asia and European markets. He is known for his depth of cultural knowledge and as a relationship builder. Dave received his degree in Business Administration from Wichita State University and Economic Development certification from Oklahoma University.

Commissioners Court - Regular Session **24.**

Meeting Date: 03/25/2025

Spaceport Board

Submitted For: Cynthia Long **Submitted By:** Kathy Pierce, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on the appointment of Dr. Lori Magruder to Place #7 on the Central Texas Spaceport Development Corporation Board of Directors for a one-year term beginning June 1, 2025, and ending on May 31, 2026.

Background

The Spaceport Corporation was approved unanimously by the Commissioners Court on March 11, 2025. Dr. Magruder's bio is attached for reference.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Dr. Magruder Bio

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/20/2025 12:47 PM
Form Started By: Kathy Pierce		Started On: 03/20/2025 11:55 AM
Final Approval Date: 03/20/2025		

Lori Magruder

The University of Texas at Austin
Department of Aerospace Engineering and Engineering Mechanics

Lori Magruder is an Associate Professor in the Aerospace Engineering and Engineering Mechanics Department at the University of Texas at Austin and holds the Myron L. Begeman Fellowship in Engineering. Dr. Magruder is a subject matter expert in remote sensing, remote sensing instrumentation, implementation, validation and 3D geospatial data exploitation. She also serves as the Director of the UT Center for Space Research, an organized research unit in the UT Cockrell School of Engineering. Dr. Magruder received her bachelor's degree from The University of Southern California in Aerospace Engineering and her master's degree from Princeton University in Mechanical an Aerospace Engineering. Her Ph.D. was earned from The University of Texas at Austin with a focus on ground-based validation studies for NASA's ICESat mission. She has held positions at Jet Propulsion Laboratory and The Johns Hopkins Applied Physics Laboratory prior to returning to UT Austin. She served as NASA's ICESat-2 Science Team Lead for 9 years during mission development, implementation and on-orbit operations. Dr. Magruder has since moved into positions on other NASA mission teams, namely the National Academies Decadal Survey Incubation program on Surface, Topography and Vegetation. Dr. Magruder leads many other NASA research efforts in addition to supporting intelligence programs for the Department of Defense with her expertise in geospatial topics and the unique link she brings between engineering and multi-disciplinary science applications.

Commissioners Court - Regular Session **25.**

Meeting Date: 03/25/2025

Regional Animal Shetler MOU with Austin Community College

Submitted By: Misty Valenta, Animal Services

Department: Animal Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take action on the Memorandum of Understanding between Austin Community College District (ACC) and Williamson County.

Background

With the need for medical professionals for animals increasing, the Williamson County Regional Animal Shelter is looking to partner with the Austin Community College Veterinary Technology Program. As part of their education, veterinary students would care for and provide medical care for up to 15 dogs and cats.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Austin Community College MOU

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/06/2025 05:15 PM
Form Started By: Misty Valenta		Started On: 03/06/2025 02:42 PM
Final Approval Date: 03/06/2025		

Memorandum of Understanding

Between

Austin Community College District (ACC)

And

Williamson County

PURPOSE: The purpose of this Memorandum of Understanding (MOU) is to define the expectations of the parties: Williamson County, on behalf of the Williamson County and the Austin Community College Veterinary Technology Program (ACC-VT)

1. Animals (dogs and cats) provided by Williamson County are for educational training of the veterinary technician students. All educational and medical procedures must first be approved by the College's Institutional Animal Care and Use Committee (IACUC) and approved by Williamson County prior to implementation. No animal shall be subjected to unnecessary procedures or any form of mistreatment.

2. The animals provided by Williamson County will not exceed 15 dogs and 15 cats (or any combination of cats and dogs for a total not to exceed 30) at any one time per semester

3. Animals will be transported from Williamson County to ACC-VT facility by Williamson County.

4. Animals will be transported by Williamson County from the ACC-VT facility to Williamson County. During the Spring and Fall semesters, the animals will remain on campus for approximately 12 weeks. If they are not fostered during Spring Break, they must return to Williamson County and will come back afterward. During the Summer semester, the animals will stay for about 9 weeks. Typically, 2-3 weeks before the break, Williamson County is responsible for arranging transportation for any remaining animals back to their facilities. While on campus the animals will be treated with care, respect, and compassion at all times.

5. Animals in the ACC-VT facility will continue to be listed on the Williamson County site for adoption.

6. Animals deemed aggressive, dangerous, ill (to the point of being terminal or unadaptable) will.be returned to the shelter.

7. ACC-VT students are covered with accident insurance associated with ACC-VT program classes. Reasonable care is taken to provide a safe environment to educate the students and provide a safe environment for resident animals. The County shall not be liable for any injuries sustained by ACC-VT students and facility while handling the animals.

8. The Williamson County is not responsible for any adverse effects that may occur as a result of educational or medical use of the animals.

9. By accepting veterinary services from the ACC-VT Program, Williamson County acknowledges and agrees that, to the fullest extent permitted by law, ACC-VT, its owners, employees, and affiliates are not liable for any injury, loss, or damage—including but not limited to treatment outcomes, complications, or unforeseen risks—resulting from services, diagnoses, treatments, or medications, except in cases of gross negligence or willful misconduct. Williamson County understands that while every effort is made to provide the highest standard of care, veterinary medicine inherently carries risks and uncertainties. These may include adverse reactions to medications, surgical complications, or other unforeseen issues that arise during treatment. By accepting these services, you acknowledge and voluntarily assume these risks as part of the veterinary care process.

10. Procedures ACC-VT to be provided for animals from Williamson County:
    a. Surgical sterilization
    b. Vaccinations
    c. Limited testing for Heartworms in dogs
    d. Limited testing for FeLV and FIV in cats
    e. Microchip placement (microchips to be provided by Williamson County)
    f. Dental cleanings when feasible.
    g. Variation from this list will be made when deemed necessary by ACC-VT's attending veterinarian, or as instructed by Williamson County personnel. Handling of animals will be within ACC-VT's IACUC approved protocols.
    h. Any Animals utilized by the ACC Veterinary Technology program from the facility are up to date on their rabies vaccinations and proof of their vaccination status before being transported to campus.

11. The term of this MOU ("Term") shall begin on the Effective Date and lasts for one (1) year initially. It can be extended annually for up to four (4) years, not to exceed a total of five (5) years. If either party desires to discontinue this MOU, written notification should be given a minimum of 30 days in advance of the termination of this agreement.

12. It is acknowledged that Williamson County staff has limited amount of time to evaluate the sociability and non-aggress personality of each animal. Williamson County will not be held liable for behavior or any injury after completing a successful evaluation by ACC. Therefore, each student, faculty and staff personnel involved in the Veterinary Technology Program at ACC assumes the risk in working with the animal provided.

13. Animals provided by Williamson County to ACC-VT program will have cleared any legally required hold period and be the legal property of Williamson County.

14. **Sovereign Immunity**

Nothing in this MOU shall be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge.

15. **Venue and Applicable Law**

Venue for this MOU shall be Williamson County; Texas and the laws of the State of Texas shall govern all terms and conditions.

Williamson County Animal

Shelter 1855 SE Inner Loop

Georgetown, TX 78626

Name in Print

Title

Signature

Date

Austin Community College District

6101 Highland Campus Drive

Austin, Texas 78752

Nina Almasy, DNP, RN, CNE

Nina Almasy on behalf of Gaye Lynn Scott, Ed.D. Vice Chancellor, Instruction

03/06/2025

Date

Nina Almasy, DNP, RN, CNE

Nina Almasy, DNP, RN, CNE
Associate Vice Chancellor, Health Sciences

03/06/2025

Date

Commissioners Court - Regular Session **26.**

Meeting Date: 03/25/2025

CDBG 2024 Contracts (Impact Counseling, Habitat for Humanity)

Submitted By: Sally Bardwell, HUD Grants

Department: HUD Grants

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take action on Subrecipient Agreements between Williamson County and Impact Counseling, and Williamson County and Habitat for Humanity for Community Development Block Grant funding.

Background

The attached agreements coincide with projects outlined in the approved CDBG FY24 Annual Action Plan. This plan was approved by Commissioners Court on September 10, 2024.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FY24 CDBG Habitat Agreement

FY24 CDBG Impact Counseling Agreement

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Andrea Schiele	03/20/2025 12:35 PM
County Judge Exec Asst.	Andrea Schiele	03/20/2025 04:16 PM
Form Started By: Sally Bardwell		Started On: 03/20/2025 10:28 AM
Final Approval Date: 03/20/2025		

AGREEMENT BETWEEN WILLIAMSON COUNTY
AND HABITAT FOR HUMANITY OF WILLIAMSON COUNTY
FOR THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
FISCAL YEAR 2024 FUNDING

THIS AGREEMENT, entered into this 11th day of March, 2025, by and between Williamson County ("County"), and Habitat for Humanity of Williamson County ("Subrecipient");

WHEREAS, the County is the recipient of Community Development Block Grant (CDBG) funds granted by the U.S. Department of Housing and Urban Development (HUD) under Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301) and under the 1990 National Affordable Housing Act (Public Law 102-550); and

WHEREAS, the County wishes to utilize CDBG funds to assist Subrecipient with the Habitat for Humanity of Williamson County Home Repair Program for approximately 30 income qualified households; and

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

PART I

1. **PURPOSE AND SCOPE OF SERVICES:**

   A. Subrecipient will perform the services described in Exhibit A attached to this Agreement pursuant to the project description, timeline and budget.

   B. Upon request, the County will provide technical assistance to the subrecipient concerning compliance with the terms of this Agreement. The subrecipient shall be responsible for all bidding procedures and subcontractural arrangements. All procedures shall be carried out in accordance with all Federal, State and local standards, and shall be monitored by the County.

   C. The Project shall be completed in compliance with all applicable state and local codes. Upon completion, this Project shall be operated in compliance with all applicable federal, state and local laws. Subrecipient agrees the funding shall be used solely for the purpose of costs as detailed in Part I.1.A. of this Agreement.

2. **TIME OF PERFORMANCE:**

   Subrecipient shall perform according to the schedule described in Exhibit A. The schedule for performance is subject to change by mutual agreement of both parties in writing.

3. **PROPOSED PROJECT BUDGET**

See attached budget in Exhibit A.

4. **Objective and Outcome Statement: Sustainability for the purpose of creating suitable living environments.**

5. **Project Indicators:**

Indicators will be requested of the Subrecipient by the Williamson County Community Development Administrator and could include but is not limited to such items as amount of money leveraged; number of persons, households, businesses, unit or beds assisted, as appropriate; income levels of persons or households; race, ethnicity, and disability data. Subrecipient agrees to fulfill the Community Development Administrator's request in a reasonable time but not to extend past 15 days after request.

6. **COMPENSATION AND METHOD OF PAYMENT:**

The County shall pay and Subrecipient agrees to accept in full $240,000 (Grant Amount – Two Hundred Forty Thousand Dollars and no/100) (hereinafter "Grant") for performance under this Agreement, as follows:

A. Based on the approved budget, partial payments shall be made upon presentation of (i) architect's Certificates for Payment for applicable labor and construction materials and supplies purchased or billed from the contractor for progress payments for project work completed, and/or (ii) purchase agreements, invoices, executed lien waivers, and other supporting documents covering all amounts to be paid, and/or (iii) time sheets and other source documents. Payments will be made for eligible expenses actually incurred by Subrecipient, and not to exceed actual cash requirements.

B. All payments under this agreement are subject to receipt by the County of sufficient federal funds for the CDBG program. CDBG funds shall be drawn from the U.S. Treasury by the County through the Integrated Disbursement and Information System (IDIS). The County shall retain exclusive direct access rights to the IDIS system. All access to the IDIS system will be by duly authorized persons designated by the County as approved by HUD. Any termination, reduction or delay of receipt of CDBG funds to the County shall, at the sole option of the County, result in the termination, reduction or delay of CDBG funds to the subrecipient.

C. Subrecipient shall not hold funds. Any funds not immediately disbursed by the subrecipient shall be returned to the County and will be deposited in the U.S. Treasury, CDBG Trust Account. Any interest earned on cash advances from the U.S. Treasury and/or County of less than one hundred dollars ($100.00) per year may be retained by the subrecipient and used for project expenses. Any interest in excess of one hundred dollars ($100.00) per year shall be remitted promptly to the County.

D. Subrecipient shall report all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this

Agreement. The use of program income by Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to the County at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the County.

7. **TERMS AND CONDITIONS:**

A. Subrecipient agrees to comply with all applicable federal, state, and local laws and regulations governing the funds provided under this Agreement.

B. The County shall have no responsibility or liability for the maintenance, operation or program funding for Subrecipient.

C. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Subrecipient shall at all times remain independent with respect to the services to be performed under this Agreement. The County shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance.

D. During the period of this Agreement, effective as of the start of the Project, the Subrecipient and/or contractor and/or subcontractor performing any portion of the work on the Project that involves any construction trade (hereinafter collectively referred to in this provision as "Construction Trade Participant(s)") shall, at their own expense, procure and maintain all-risk property damage and liability insurance. For the term of this Agreement, Construction Trade Participant(s) shall list the County as an additional insured on said all-risk property damage and liability insurance. Property damage coverage shall not be less than the current market value of the property. Liability coverage shall include contractual insurance as well as comprehensive form insurance and shall provide coverage of not less than $1,000,000 bodily injury per person, $1,000,000 bodily injury per occurrence, and $500,000 property damage. Subrecipient, on behalf of itself and on behalf of any other Construction Trade Participant(s), shall furnish the County with a certificate of insurance before any work is started by any such party. The certificate of insurance shall include a statement guaranteeing that the insurance policy shall not be cancelled, non-renewed or materially changed without thirty (30) days advance written notice being given to the Community Development Administrator. Construction Trade Participant(s) shall provide Workers' Compensation Insurance coverage as required by Texas law for all employees involved in the performance of this Agreement. The insurance company providing the insurance must be licensed to do business in the State of Texas and rated as A or better by A.M. Best. The Subrecipient hereby acknowledges and agrees that it shall be the responsibility of the Subrecipient to ensure that all Construction Trade Participant(s) comply with the herein stipulated minimum insurance requirements. Furthermore, the Subrecipient hereby agrees to include and require that the language of this provision be included in all contracts or subcontracts relating to the Project.

E. Until at least the date determined in Exhibit A of this Agreement (Monitoring Period), Subrecipient shall fulfill its stated purpose in a manner satisfactory to the County as outlined in Exhibit A (Project Description and Scope of Services) of this Agreement and provide continued service. All records and public information created in connection with this Agreement or the Project shall be retained by Subrecipient until at least the date determined in Exhibit A (Monitoring Period).

F. In the event Subrecipient discontinues its services and/or the Project funded under this Agreement prior to the date determined in Exhibit A (Monitoring Period) of this Agreement, the value of the pro-rated portion of real and personal property (tangible and intangible) secured with the CDBG funds, if applicable, under this Agreements shall revert to the County. If said property has been disposed of, then the County will be reimbursed in the amount of the current fair market value of the property less any portion of the fair market value attributable to non- County CDBG funds. (Personal property includes, but is not limited to, equipment, furnishings, and vehicles.)

G. Except as provided herein, the terms of this Agreement shall be effective from the date of execution through and including the date determined in Exhibit A of this Agreement (Monitoring Period).

PART II

1. **PERFORMANCE AND REPORTING:**

A. Subrecipient shall direct all notices, reports, insurance policies, and other communications related to or required by this Agreement to the office of the Williamson County Community Development Administrator, 710 Main Street, Ste 101 Georgetown, TX 78626. Notice by both Subrecipient and County shall be given by ordinary mail. All reports shall comply with relevant state and federal regulations, including but not limited to 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

B. Until the completion of the Project and expenditure of all CDBG funds disbursed under this Agreement, Subrecipient shall submit monthly reports describing progress of the project activities.

C. Not later than date determined in Exhibit A of this Agreement (Project Completion Date), Subrecipient shall provide the County with a Certified Statement of the Expenditure of Funds disbursed under this Agreement.

D. Following completion of the Project, Subrecipient shall submit annual reports by the first day of October of each contract year until the date determined in Exhibit A (Monitoring Period) of this Agreement. The annual report shall, at a minimum, include statistics pertaining to the number, race, disability, household income, household size and place of residence of clients served at Subrecipient's Facility.

E. No reporting requirements shall extend beyond the date determined in Exhibit A of this Agreement (Monitoring Period).

2. **OTHER REPORTS, AUDITS AND INSPECTIONS:**

A. Subrecipient shall promptly furnish the County or HUD with such statements, records, data and information as the County or HUD may reasonably request pertaining to this Agreement.

B. During the term of this Agreement, any time during normal business hours, Subrecipient shall make available to the County, HUD and/or the Comptroller General of the United States, or their duly authorized representatives, all of Subrecipient's records in order to permit examination of any audits, invoices, materials, payrolls, personnel records, conditions of employment, and other data relating to all matters covered by this Agreement.

C. Subrecipient shall retain financial records, supporting documents, statistical records, and all other records pertaining to expenditures under this Agreement until the date determined in Exhibit A.

3. **ADMINISTRATIVE REQUIREMENTS AND AUDIT REQUIREMENTS:**

A. Financial Management

1. Accounting Standards

Subrecipient agrees to comply with Subpart E of 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. All financial transactions and documentation must comply with the audit requirements in 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Procedures for Accounts Payable, Purchasing, and other accounting functions must meet all standards established by the Williamson County Auditor, and Subrecipient will provide any reports required by those standards.

2. Uniform Administrative Requirements

Subrecipient will comply with 24 CFR 570.502, Applicability of Uniform Administrative Requirements, Section (a), recipients and subrecipients that are governmental entities (including public agencies) and Section (b), subrecipients, except subrecipients that are governmental entities.

Subrecipients shall comply with the requirements and standards of 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

3. Audit Requirements

Subrecipient agrees to comply with the Williamson County Community Development Block Grant Audit Requirements attached as Exhibit B to this Agreement.

Subrecipients shall comply with the requirements and standards of 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Subrecipient agrees to furnish County with a current Financial Report (financial statements) within six (6) months from the end of its fiscal year covering the period of this Agreement that includes detailed receipts and disbursement of payments to Subrecipient hereunder. **Grant funds will automatically be forfeited if the SUBRECIPIENT fails to submit a Financial Report.**

However, if Subrecipient expends Seven Hundred Fifty Thousand Dollars ($750,000.00) or more in federal funds (all sources), Subrecipient must, within nine (9) months from the end of its fiscal year, supply County with a single audit and is required to submit their audit report to the Federal Audit Clearinghouse (FAC) within the earlier of 30 days after the receipt of the auditor's report, or within 9 months after the end of the audit period. **Grant funds will automatically be forfeited if the SUBRECIPIENT fails to submit an audit within the allotted time.**

If the Subrecipient expends less than Seven Hundred Fifty Thousand Dollars ($750,000.00) a year in federal funds (all sources), then they are exempt from Single Audit requirement for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the General Accounting Office.

Subrecipient is required to submit a 990 Tax Return (Return of Organization Exempt from Income Tax) for the most recent fiscal year within six (6) months if submitting a Financial Report or within nine (9) months if submitting a Financial Audit. If the Subrecipient is not classified as an exempt entity as defined in 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, the Subrecipient will not be awarded grant funds.

If applicable, Subrecipient agrees to cooperate with County relating to any inquiries regarding the Financial Audit or Financial Report and Subrecipient acknowledges that a Financial Audit or Financial Report shall be provided to County at the expense of the Subrecipient. Financial Audit or Financial Report shall be available to County staff, and any and all applicable federal agencies, and be of unrestricted access, as listed in 24 CFR Part 85.42.

4. Cost Principles

Subrecipient shall administer its program in conformance with 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for

Federal Awards, as applicable, for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to Be Maintained

Subrecipient shall maintain all records that are pertinent to the activities to be funded under this Agreement, including but not limited to:

a. Records providing a full description of each activity undertaken;

b. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

c. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program; and

d. Financial records as required by 24 CFR 570.502, and 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

2. Client Data

Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to a signed and dated verification of income statement, or other basis for determining eligibility, and description of service provided. Such information shall be made available to County monitors or their designees for review upon request.

3. National Objectives

Subrecipient agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this Agreement benefit low/moderate income persons, as defined in 24 CFR 570.208.

C. Procurement

1. Compliance

Subrecipient shall comply with current County policy concerning the purchase of equipment and shall maintain an inventory record of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the County upon termination of this Agreement. As necessary, the procurement procedures and related documents involving all purchases with grant funds are subject to review and oversight by the County's Contract Audit, Legal, and Purchasing Department.

2. OMB Standards

Subrecipient shall procure materials in accordance with the requirements of 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Procurement Standards, and shall subsequently follow, Property Management Standards, covering utilization and disposal of property. Copies of said circulars are provided and by execution of this Agreement, Subrecipient acknowledges their receipt.

D. Amendments

The County or Subrecipient may amend this Agreement at any time provided that such amendments are executed in writing and signed by a duly authorized representative of both organizations.

4. **NON-DISCRIMINATION:**

No person shall be excluded from or denied the benefits of Subrecipient's service on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public assistance source of income. All current and prospective project beneficiaries must, however, be persons in need of the programs provided by Subrecipient.

5. **SECTION 504 COMPLIANCE:**

No otherwise qualified individual with handicaps shall, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. This includes, but is not limited to, programs and/or activities related to housing, employment, and the delivery of services.

6. **EQUAL EMPLOYMENT OPPORTUNITY, FAIR HOUSING AND DRUG-FREE WORKPLACE:**

The subrecipient certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable HUD regulations pertaining to equal opportunity and affirmative action in employment. Further, the SUBRECIPIENT shall ensure that all contracts for work under this Agreement contain appropriate equal employment opportunity statements.

SUBRECIPIENT shall comply with all provisions of 24 CFR Part 100-115, which implement the Fair Housing Act. This Act prohibits discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, handicap or familial status.

In addition, SUBRECIPIENT certifies it will provide a drug-free workplace as defined in 24 CFR Part 24, subpart F and/or follow the requirements of 24 CFR 92.350.

7. **SECTION 3:**

Subrecipient agrees to comply with Section 3 requirements, the regulations set forth in 24 CFR 135, and to include the following language in all subcontracts executed under this Agreement:

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate actions, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contract is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

8. **WOMEN AND MINORITY-OWNED BUSINESS ENTERPRISES:**

Subrecipient will use its best efforts to afford minority and women-owned business enterprises (at least fifty-one (51) percent owned and controlled by minority group members or women) the maximum practicable opportunity to participate in the performance of this Agreement.

9. **LABOR:**

Construction projects funded under the CDBG program in excess of $2,000 shall comply with the labor provisions outlined in 24 CFR 570.603. Subrecipient will comply with Davis-Bacon Act (40 U.S.C. 276a-276a-5). Such contracts must also be subject to the overtime provisions, as applicable, of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332). The Subrecipient agrees to adhere to said provisions and will not use suspended or debarred contractors.

10. **ENVIRONMENTAL ASSESSMENT AND HISTORIC PRESERVATION:**

Subrecipient shall assist the County in complying with all applicable environmental assessment and historic preservation requirements of HUD and the State Historic Preservation Officer of Texas.

11. **LEAD-BASED PAINT POISONING PREVENTION:**

Subrecipient shall comply with requirements of Section 302 of the Lead-Based Paint Poisoning Prevention Act and HUD regulations thereunder (24 CFR Part 570) insofar as they apply to the performance of this Agreement.

12. **ELIGIBILITY RESTRICTIONS FOR CERTAIN RESIDENT ALIENS (570.613):**

1. Restriction The subrecipient agrees to comply with 24 CFR 570.613, which states that certain newly legalized aliens, as described in 24 CFR part 5 subpart E are not eligible to apply for benefits under covered activities funded by the County's CDBG programs. "Benefits" under this section means financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities funded through the County's CDBG programs. "Benefits" do not include relocation services and payments to which displacees are entitled by law.

2. Covered Activities "Covered activities" under this section means activities meeting the requirements of Sec. 570.208(a) that either:

a. Have income eligibility requirements limiting the benefits exclusively to low and moderate income persons; or

b. Are targeted geographically or otherwise to primarily benefit low and moderate income persons (excluding activities serving the public at large, such as sewers, roads, sidewalks, and parks), and that provide benefits to persons on the basis of an application.

3. Limitation on Coverage

The restrictions under this section apply only to applicants for new benefits not being received by covered resident aliens as of the effective date of this agreement.

4. Compliance

Compliance can be accomplished by the subrecipient obtaining certification as provided in 24 CFR part 5 subpart E evidencing citizenship or eligible immigration status.

13. **TERMINATION OF AGREEMENT FOR CAUSE:**

If Subrecipient fails to fulfill its obligations under this Agreement in a timely and proper manner, or if Subrecipient violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to Subrecipient of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. The County shall be obligated to make no payment due hereunder after it gives said notice unless the defaults are remedied with said 30-day period. In the event of such termination, Subrecipient shall promptly repay to the County the full grant amount or that portion of the amounts that have been disbursed to Subrecipient prior to such termination.

14. **TERMINATION OF AGREEMENT FOR CONVENIENCE:**

This Agreement may be terminated in whole or in part upon the mutual agreement of the parties hereto, in which case the County and Subrecipient shall agree upon the termination conditions, including the effective date, the disposition of contract amounts, and in the case of partial termination, the portion to be terminated. However, if, in the case of partial termination, the County determines that the remaining portion of the award will not accomplish the purposes for which the award was made, and the award is terminated in its entirety, Subrecipient shall promptly repay to the County the full grant amount or that portion of the amount which has been disbursed to Subrecipient prior to such termination.

15. **INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS:**

A. No member or delegate to the Congress of the United States, and no resident Commissioner, shall be admitted to any share or part of this Agreement, or to any benefit to arise herefrom.

B. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Project to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

C. No federal funds appropriated under this Agreement shall be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence a member of Congress, an officer or employee of Congress or any federal agency in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or agreement.

D. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal agreement, Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

E. Subrecipient shall require that the language of this certification be included in the award documents for all sub-Subrecipients and that all sub-Subrecipients shall certify and disclose accordingly.

16. **CONFLICT OF INTEREST:**

Subrecipient covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services to be undertaken through this Agreement. Subrecipient further covenants that in the performance of this Agreement, no person having such an interest shall be employed by Subrecipient.

17. **GRANTOR RECOGNITION:**

All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as CDBG funded. In addition, Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

18. **ASSIGNABILITY:**

Subrecipient shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

19. **HOLD HARMLESS PROVISION:**

Subrecipient shall indemnify, defend and hold harmless the County, its officers, employees and agents from all liability, loss, cost, damage and expense (including reasonable attorney's fees and court costs) resulting from or incurred by reason of any actions based upon the negligent acts or omissions of Subrecipient's employees or agents during the performance of this Agreement.

20. **SEVERABILITY CLAUSE:**

If any one or more of the provisions contained in this Agreement are held to be invalid, illegal, or unenforceable, this Agreement shall be deemed severable and the remainder of the Agreement shall remain in full force and effect.

21. **LIMITATIONS OF COUNTY LIABILITY - DISCLAIMER OF RELATIONSHIP:**

The County shall not be liable to Subrecipient, or to any party, for completion of or failure to complete any improvements which are parts of the Project. Nothing contained in this Agreement, nor any act or omission of the County or Subrecipient, shall be construed to create any special duty, relationship, third-party beneficiary, respondent superior, limited or general partnership, joint venture, or any association by reason of Subrecipient's involvement with the County.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on this _____ day of _____, 2025.

Williamson County, Texas

By: _____

Valerie Covey
Authorized Official/Presiding Officer

ACKNOWLEDGMENT

STATE OF TEXAS *)*
) SS:
WILLIAMSON COUNTY *)*

On this _____ day of _____, 2025, before me, _____, a Notary Public in and for said State, personally appeared Valerie Covey, to me personally known, who being by me duly sworn, did say that she is the Authorized Official/Presiding Officer of said County executing the within and foregoing instrument that the seal affixed hereto is the seal of said County, and that the said Valerie Covey acknowledged the execution of said instrument to be the voluntary act and deed of said County, by it and by her voluntarily executed.

_____
Notary Public in and for Williamson County, Texas

Habitat for Humanity of Williamson County (Subrecipient)

By: _____
Philip Golden
Executive Director

ATTEST: Betty Jo Patterson
Secretary

ACKNOWLEDGMENT

STATE OF TEXAS)
) SS:
WILLIAMSON COUNTY)

On this 11th day of March, 2025, before me, the undersigned, a Notary Public in and for the State of Texas, personally appeared Philip Golden and Betty Jo Patterson, to me personally known, who being by me duly sworn, did say that they are the Philip Golden and Betty Jo Patterson, respectively, of Habitat for Humanity of Williamson County executing the foregoing instrument; that the seal affixed hereto is the seal of said organization; that the instrument was signed on behalf of the organization by proper authority; that Philip Golden and Betty Jo Patterson acknowledged the execution of the instrument to be the voluntary act and deed of the organization, by it and by them voluntarily executed.

Amy Jacqueline Rowan
Notary Public in and for the State of Texas

Amy Jacqueline Rowan
My Commission Expires
7/26/2028
Notary ID 12046671

EXHIBIT A

TO AGREEMENT BETWEEN WILLIAMSON COUNTY AND HABITAT FOR HUMANITY OF WILLIAMSON COUNTY FOR THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FISCAL YEAR 2024 FUNDING

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1. PROJECT DESCRIPTION AND SCOPE OF SERVICES:

A. Subrecipient will utilize CDBG funds for the Habitat for Humanity of Williamson County Home Repair Program for approximately 30 income qualified households.

B. Upon request, the County will provide technical assistance to the subrecipient concerning compliance with the terms of this Agreement. The subrecipient shall be responsible for all bidding procedures and subcontractural arrangements. All procedures shall be carried out in accordance with all Federal, State and local standards, and shall be monitored by the County.

C. The Project shall be completed in compliance with all applicable state and local codes. Upon completion, this Project shall be operated in compliance with all applicable federal, state and local laws. Subrecipient agrees the funding shall be used solely for the purpose of costs as detailed in Part I.1.A. of this Agreement.

2. TIME OF PERFORMANCE:

Subrecipient shall perform according to the following schedule:

	Program Element
1. March 2025	Award of funds and contract with Williamson County
2. March 2025-September 2025	Program Implementation
3. Monitoring Period	To be determined based on statement below

Records are to be retained for four years from the date of submission of the County's CAPER in which the specific activity is reported for the last time, unless there is litigation, claims, audit, negotiation, or other actions involving the records, which has started before expiration of the four year period. In such cases, the records must be retained until completion of the action and resolution of all issues which arise from it or the end of the regular four year period, whichever is longer.

3. **PROPOSED PROJECT BUDGET (see attached HUD budget):**

	CDBG Amount	Subrecipient Amount
A. Construction\Rehabilitation\Installation	$240,000	_____
B. Eligible equipment (as outlined in 24 CFR 570.207(1))	_____	_____
C. Engineering, planning & administrative costs	_____	_____
D. Property Acquisition	_____	_____
CDBG Grant/Loan	$240,000	

EXHIBIT B
Williamson County Community Development Block Grant Audit Requirements

Williamson County Subrecipients will adhere to the following guidelines with regards to audit requirements:

Subrecipient agrees to comply with the applicable requirements and standards as set forth in 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Subrecipient agrees to furnish County with a current Financial Report (financial statements) within six (6) months from the end of its fiscal year covering the period of this Agreement that includes detailed receipts and disbursement of payments to Subrecipient hereunder. Future and unused grant funds will automatically be forfeited if the Subrecipient fails to submit a Financial Report.

However, if Subrecipient expends Seven Hundred Fifty Thousand Dollars ($750,000.00) or more in federal funds (all sources), Subrecipient must, within nine (9) months from the end of its fiscal year, supply County with a single audit and is required to submit their audit report to the Federal Audit Clearinghouse (FAC) within the earlier of 30 days after the receipt of the auditor's report, or within 9 months after the end of the audit period. Grant funds will automatically be forfeited if the Subrecipient fails to submit an audit within the allotted time.

If the Subrecipient expends less than Seven Hundred Fifty Thousand Dollars ($750,000.00) a year in federal funds (all sources), then they are exempt from the Single Audit requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the General Accounting Office.

If applicable, Subrecipient is required to submit a 990 Tax Return (Return of Organization Exempt from Income Tax) for the most recent fiscal year within six (6) months if submitting a Financial Report or within nine (9) months if submitting a Financial Audit. If the Subrecipient is not classified as an exempt entity as defined in 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, the Subrecipient will not be awarded grant funds.

If applicable, Subrecipient agrees to cooperate with County relating to any inquiries regarding the Financial Audit or Financial Report and Subrecipient acknowledges that a Financial Audit or Financial Report shall be provided to County at the expense of the Subrecipient. Financial Audit or Financial Report shall be available to County staff, and any and all applicable federal agencies, and be of unrestricted access, in accordance with 24 CFR Part 85.42 and 24 CFR Part 84.53 as applicable.

The Williamson County CDBG office will issue letters to remind Subrecipients of the audit requirements and request timely submission. Letters will be issued on or around January 5 of each year. If no response is received, a second letter will be issued on or around February 15 of each year. If no response is received, a third request will be made approximately two weeks following. If no response is received by March 15, a final notification will be issued advising the subrecipient of suspension of reimbursement and future funding pending receipt of requested information.

Failure to follow these guidelines could result in the forfeit of future Williamson County CDBG funds and/or repayment of Williamson County CDBG funds already utilized.

Upon receipt of the required audit documents, the Williamson County Community Development Block Grant office will do an initial review to identify findings that affect the Williamson County CDBG program or any cross-cutting findings that could affect future funding. The CDBG office will also request a review by the Williamson County Auditor's office.

In the event of a finding, Williamson County will issue a letter requesting additional information regarding the finding and the intentions of the Subrecipient to remedy the finding. Working with the Williamson County Auditor's office, the CDBG office will determine next steps to ensure that all federal, state, or local laws/statures are met.

If a Subrecipient is unable to provide required audit documentation and has utilized CDBG funding, Williamson County will have the option to request repayment and recapture unused funds. If a Subrecipient is unable to provide required audit documentation and has not utilized CDBG funding, Williamson County will not issue funding until requirements are met or will reallocate funds to an alternate project if necessary.

AGREEMENT BETWEEN WILLIAMSON COUNTY
AND IMPACT COUNSELING
FOR THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
FISCAL YEAR 2024 FUNDING

THIS AGREEMENT, entered into this ___ day of _____, 2025, by and between Williamson County ("County"), and Impact Counseling ("Subrecipient");

WHEREAS, the County is the recipient of Community Development Block Grant (CDBG) funds granted by the U.S. Department of Housing and Urban Development (HUD) under Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301) and under the 1990 National Affordable Housing Act (Public Law 102-550); and

WHEREAS, the County wishes to utilize CDBG funds to assist Subrecipient in providing access to mental health services to students, families, and school staff during the school day. Students, families, and school staff will have access to licensed mental health professionals to support with individual, group, and family counseling services, crisis support, case management, and psychiatry services.; and

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

PART I

1. **PURPOSE AND SCOPE OF SERVICES:**

A. Subrecipient will perform the services described in Exhibit A attached to this Agreement pursuant to the project description, timeline and budget.

B. Upon request, the County will provide technical assistance to the subrecipient concerning compliance with the terms of this Agreement. The subrecipient shall be responsible for all bidding procedures and subcontractural arrangements. All procedures shall be carried out in accordance with all Federal, State and local standards, and shall be monitored by the County.

C. The Project shall be completed in compliance with all applicable state and local codes. Upon completion, this Project shall be operated in compliance with all applicable federal, state and local laws. Subrecipient agrees the funding shall be used solely for the purpose of costs as detailed in Part I.1.A. of this Agreement.

2. **TIME OF PERFORMANCE:**

Subrecipient shall perform according to the schedule described in Exhibit A. The schedule for performance is subject to change by mutual agreement of both parties in writing.

3. **PROPOSED PROJECT BUDGET**

See attached budget in Exhibit A.

Objective and Outcome Statement: Availability/Accessibility for the purpose of creating suitable living environments.

5. **Project Indicators:**

Indicators will be requested of the Subrecipient by the Williamson County Community Development Administrator and could include but is not limited to such items as amount of money leveraged; number of persons, households, businesses, unit or beds assisted, as appropriate; income levels of persons or households; race, ethnicity, and disability data. Subrecipient agrees to fulfill the Community Development Administrator's request in a reasonable time but not to extend past 15 days after request.

6. **COMPENSATION AND METHOD OF PAYMENT:**

The County shall pay and Subrecipient agrees to accept in full $60,000 (Grant Amount – Sixty Thousand Dollars and no/100) (hereinafter "Grant") for performance under this Agreement, as follows:

A. Based on the approved budget, partial payments shall be made upon presentation of (i) architect's Certificates for Payment for applicable labor and construction materials and supplies purchased or billed from the contractor for progress payments for project work completed, and/or (ii) purchase agreements, invoices, executed lien waivers, and other supporting documents covering all amounts to be paid, and/or (iii) time sheets and other source documents. Payments will be made for eligible expenses actually incurred by Subrecipient, and not to exceed actual cash requirements.

B. All payments under this agreement are subject to receipt by the County of sufficient federal funds for the CDBG program. CDBG funds shall be drawn from the U.S. Treasury by the County through the Integrated Disbursement and Information System (IDIS). The County shall retain exclusive direct access rights to the IDIS system. All access to the IDIS system will be by duly authorized persons designated by the County as approved by HUD. Any termination, reduction or delay of receipt of CDBG funds to the County shall, at the sole option of the County, result in the termination, reduction or delay of CDBG funds to the subrecipient.

C. Subrecipient shall not hold funds. Any funds not immediately disbursed by the subrecipient shall be returned to the County and will be deposited in the U.S. Treasury, CDBG Trust Account. Any interest earned on cash advances from the U.S. Treasury and/or County of less than one hundred dollars ($100.00) per year may be retained by the subrecipient and used for project expenses. Any interest in excess of one hundred dollars ($100.00) per year shall be remitted promptly to the County.

D. Subrecipient shall report all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this

Agreement. The use of program income by Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to the County at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the County.

7. **TERMS AND CONDITIONS:**

A. Subrecipient agrees to comply with all applicable federal, state, and local laws and regulations governing the funds provided under this Agreement.

B. The County shall have no responsibility or liability for the maintenance, operation or program funding for Subrecipient.

C. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Subrecipient shall at all times remain independent with respect to the services to be performed under this Agreement. The County shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance.

D. During the period of this Agreement, effective as of the start of the Project, the Subrecipient and/or contractor and/or subcontractor performing any portion of the work on the Project that involves any construction trade (hereinafter collectively referred to in this provision as “Construction Trade Participant(s)”) shall, at their own expense, procure and maintain all-risk property damage and liability insurance. For the term of this Agreement, Construction Trade Participant(s) shall list the County as an additional insured on said all-risk property damage and liability insurance. Property damage coverage shall not be less than the current market value of the property. Liability coverage shall include contractual insurance as well as comprehensive form insurance, and shall provide coverage of not less than $1,000,000 bodily injury per person, $1,000,000 bodily injury per occurrence, and $500,000 property damage. Subrecipient, on behalf of itself and on behalf of any other Construction Trade Participant(s), shall furnish the County with a certificate of insurance before any work is started by any such party. The certificate of insurance shall include a statement guaranteeing that the insurance policy shall not be cancelled, non-renewed or materially changed without thirty (30) days advance written notice being given to the Community Development Administrator. Construction Trade Participant(s) shall provide Workers' Compensation Insurance coverage as required by Texas law for all employees involved in the performance of this Agreement. The insurance company providing the insurance must be licensed to do business in the State of Texas and rated as A or better by A.M. Best. The Subrecipient hereby acknowledges and agrees that it shall be the responsibility of the Subrecipient to ensure that all Construction Trade Participant(s) comply with the herein stipulated minimum insurance requirements. Furthermore, the Subrecipient hereby agrees to include and require that the language of this provision be included in all contracts or subcontracts relating to the Project.

E. Until at least the date determined in Exhibit A of this Agreement (Monitoring Period), Subrecipient shall fulfill its stated purpose in a manner satisfactory to the County as outlined in Exhibit A (Project Description and Scope of Services) of this Agreement and provide continued service. All records and public information created in connection with this Agreement or the Project shall be retained by Subrecipient until at least the date determined in Exhibit A (Monitoring Period).

F. In the event Subrecipient discontinues its services and/or the Project funded under this Agreement prior to the date determined in Exhibit A (Monitoring Period) of this Agreement**,** the value of the pro-rated portion of real and personal property (tangible and intangible) secured with the CDBG funds, if applicable, under this Agreements shall revert to the County. If said property has been disposed of, then the County will be reimbursed in the amount of the current fair market value of the property less any portion of the fair market value attributable to non- County CDBG funds. (Personal property includes, but is not limited to, equipment, furnishings, and vehicles.)

G. Except as provided herein, the terms of this Agreement shall be effective from the date of execution through and including the date determined in Exhibit A of this Agreement (Monitoring Period).

PART II

1. **PERFORMANCE AND REPORTING:**

A. Subrecipient shall direct all notices, reports, insurance policies, and other communications related to or required by this Agreement to the office of the Williamson County Community Development Administrator, 710 Main Street, Ste 101 Georgetown, TX 78626. Notice by both Subrecipient and County shall be given by ordinary mail. All reports shall comply with relevant state and federal regulations, including but not limited to 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

B. Until the completion of the Project and expenditure of all CDBG funds disbursed under this Agreement, Subrecipient shall submit monthly reports describing progress of the project activities.

C. Not later than date determined in Exhibit A of this Agreement (Project Completion Date), Subrecipient shall provide the County with a Certified Statement of the Expenditure of Funds disbursed under this Agreement.

D. Following completion of the Project, Subrecipient shall submit annual reports by the first day of October of each contract year until the date determined in Exhibit A (Monitoring Period) of this Agreement. The annual report shall, at a minimum, include statistics pertaining to the number, race, disability, household income, household size and place of residence of clients served at Subrecipient's Facility.

E. No reporting requirements shall extend beyond the date determined in Exhibit A of this Agreement (Monitoring Period).

2. **OTHER REPORTS, AUDITS AND INSPECTIONS:**

A. Subrecipient shall promptly furnish the County or HUD with such statements, records, data and information as the County or HUD may reasonably request pertaining to this Agreement.

B. During the term of this Agreement, any time during normal business hours, Subrecipient shall make available to the County, HUD and/or the Comptroller General of the United States, or their duly authorized representatives, all of Subrecipient's records in order to permit examination of any audits, invoices, materials, payrolls, personnel records, conditions of employment, and other data relating to all matters covered by this Agreement.

C. Subrecipient shall retain financial records, supporting documents, statistical records, and all other records pertaining to expenditures under this Agreement until the date determined in Exhibit A.

3. **ADMINISTRATIVE REQUIREMENTS AND AUDIT REQUIREMENTS:**

A. Financial Management

1. Accounting Standards

Subrecipient agrees to comply with Subpart E of 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. All financial transactions and documentation must comply with the audit requirements in 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Procedures for Accounts Payable, Purchasing, and other accounting functions must meet all standards established by the Williamson County Auditor, and Subrecipient will provide any reports required by those standards.

2. Uniform Administrative Requirements

Subrecipient will comply with 24 CFR 570.502, Applicability of Uniform Administrative Requirements, Section (a), recipients and subrecipients that are governmental entities (including public agencies) and Section (b), subrecipients, except subrecipients that are governmental entities.

Subrecipients shall comply with the requirements and standards of 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

3. Audit Requirements

Subrecipient agrees to comply with the Williamson County Community Development Block Grant Audit Requirements attached as Exhibit B to this Agreement.

Subrecipients shall comply with the requirements and standards of 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Subrecipient agrees to furnish County with a current Financial Report (financial statements) within six (6) months from the end of its fiscal year covering the period of this Agreement that includes detailed receipts and disbursement of payments to Subrecipient hereunder. **Grant funds will automatically be forfeited if the SUBRECIPIENT fails to submit a Financial Report.**

However, if Subrecipient expends Seven Hundred Fifty Thousand Dollars ($750,000.00) or more in federal funds (all sources), Subrecipient must, within nine (9) months from the end of its fiscal year, supply County with a single audit and is required to submit their audit report to the Federal Audit Clearinghouse (FAC) within the earlier of 30 days after the receipt of the auditor's report, or within 9 months after the end of the audit period. **Grant funds will automatically be forfeited if the SUBRECIPIENT fails to submit an audit within the allotted time.**

If the Subrecipient expends less than Seven Hundred Fifty Thousand Dollars ($750,000.00) a year in federal funds (all sources), then they are exempt from Single Audit requirement for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the General Accounting Office.

Subrecipient is required to submit a 990 Tax Return (Return of Organization Exempt from Income Tax) for the most recent fiscal year within six (6) months if submitting a Financial Report or within nine (9) months if submitting a Financial Audit. If the Subrecipient is not classified as an exempt entity as defined in 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, the Subrecipient will not be awarded grant funds.

If applicable, Subrecipient agrees to cooperate with County relating to any inquiries regarding the Financial Audit or Financial Report and Subrecipient acknowledges that a Financial Audit or Financial Report shall be provided to County at the expense of the Subrecipient**.** Financial Audit or Financial Report shall be available to County staff, and any and all applicable federal agencies, and be of unrestricted access, as listed in 24 CFR Part 85.42.

4. Cost Principles

Subrecipient shall administer its program in conformance with 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for

Federal Awards, as applicable, for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to Be Maintained

Subrecipient shall maintain all records that are pertinent to the activities to be funded under this Agreement, including but not limited to:

a. Records providing a full description of each activity undertaken;

b. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

c. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program; and

d. Financial records as required by 24 CFR 570.502, and 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

2. Client Data

Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to a signed and dated verification of income statement, or other basis for determining eligibility, and description of service provided. Such information shall be made available to County monitors or their designees for review upon request.

3. National Objectives

Subrecipient agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this Agreement benefit low/moderate income persons, as defined in 24 CFR 570.208.

C. Procurement

1. Compliance

Subrecipient shall comply with current County policy concerning the purchase of equipment and shall maintain an inventory record of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the County upon termination of this Agreement. As necessary, the procurement procedures and related documents involving all purchases with grant funds are subject to review and oversight by the County's Contract Audit, Legal, and Purchasing Department.

2. OMB Standards

Subrecipient shall procure materials in accordance with the requirements of 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Procurement Standards, and shall subsequently follow, Property Management Standards, covering utilization and disposal of property. Copies of said circulars are provided and by execution of this Agreement, Subrecipient acknowledges their receipt.

D. Amendments

The County or Subrecipient may amend this Agreement at any time provided that such amendments are executed in writing and signed by a duly authorized representative of both organizations.

4. **NON-DISCRIMINATION:**

No person shall be excluded from or denied the benefits of Subrecipient's service on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public assistance source of income. All current and prospective project beneficiaries must, however, be persons in need of the programs provided by Subrecipient.

5. **SECTION 504 COMPLIANCE:**

No otherwise qualified individual with handicaps shall, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. This includes, but is not limited to, programs and/or activities related to housing, employment, and the delivery of services.

6. **EQUAL EMPLOYMENT OPPORTUNITY, FAIR HOUSING AND DRUG-FREE WORKPLACE:**

The subrecipient certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable HUD regulations pertaining to equal opportunity and affirmative action in employment. Further, the SUBRECIPIENT shall ensure that all contracts for work under this Agreement contain appropriate equal employment opportunity statements.

SUBRECIPIENT shall comply with all provisions of 24 CFR Part 100-115, which implement the Fair Housing Act. This Act prohibits discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, handicap or familial status.

In addition, SUBRECIPIENT certifies it will provide a drug-free workplace as defined in 24 CFR Part 24, subpart F and/or follow the requirements of 24 CFR 92.350.

7. **SECTION 3:**

Subrecipient agrees to comply with Section 3 requirements, the regulations set forth in 24 CFR 135, and to include the following language in all subcontracts executed under this Agreement:

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate actions, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contract is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

8. **WOMEN AND MINORITY-OWNED BUSINESS ENTERPRISES:**

Subrecipient will use its best efforts to afford minority and women-owned business enterprises (at least fifty-one (51) percent owned and controlled by minority group members or women) the maximum practicable opportunity to participate in the performance of this Agreement.

9. **LABOR:**

Construction projects funded under the CDBG program in excess of $2,000 shall comply with the labor provisions outlined in 24 CFR 570.603. Subrecipient will comply with Davis-Bacon Act (40 U.S.C. 276a-276a-5). Such contracts must also be subject to the overtime provisions, as applicable, of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332). The Subrecipient agrees to adhere to said provisions and will not use suspended or debarred contractors.

10. **ENVIRONMENTAL ASSESSMENT AND HISTORIC PRESERVATION:**

Subrecipient shall assist the County in complying with all applicable environmental assessment and historic preservation requirements of HUD and the State Historic Preservation Officer of Texas.

11. **LEAD-BASED PAINT POISONING PREVENTION:**

Subrecipient shall comply with requirements of Section 302 of the Lead-Based Paint Poisoning Prevention Act and HUD regulations thereunder (24 CFR Part 570) insofar as they apply to the performance of this Agreement.

12. **ELIGIBILITY RESTRICTIONS FOR CERTAIN RESIDENT ALIENS (570.613):**

1. Restriction The subrecipient agrees to comply with 24 CFR 570.613, which states that certain newly legalized aliens, as described in 24 CFR part 5 subpart E are not eligible to apply for benefits under covered activities funded by the County's CDBG programs. "Benefits" under this section means financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities funded through the County's CDBG programs. "Benefits" do not include relocation services and payments to which displacees are entitled by law.

2. Covered Activities "Covered activities" under this section means activities meeting the requirements of Sec. 570.208(a) that either:

a. Have income eligibility requirements limiting the benefits exclusively to low and moderate income persons; or
b. Are targeted geographically or otherwise to primarily benefit low and moderate income persons (excluding activities serving the public at large, such as sewers, roads, sidewalks, and parks), and that provide benefits to persons on the basis of an application.

3. Limitation on Coverage

The restrictions under this section apply only to applicants for new benefits not being received by covered resident aliens as of the effective date of this agreement.

4. Compliance

Compliance can be accomplished by the subrecipient obtaining certification as provided in 24 CFR part 5 subpart E evidencing citizenship or eligible immigration status.

13. **TERMINATION OF AGREEMENT FOR CAUSE:**

If Subrecipient fails to fulfill its obligations under this Agreement in a timely and proper manner, or if Subrecipient violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to Subrecipient of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. The County shall be obligated to make no payment due hereunder after it gives said notice unless the defaults are remedied with said 30-day period. In the event of such termination, Subrecipient shall promptly repay to the County the full grant amount or that portion of the amounts that have been disbursed to Subrecipient prior to such termination.

14. **TERMINATION OF AGREEMENT FOR CONVENIENCE:**

This Agreement may be terminated in whole or in part upon the mutual agreement of the parties hereto, in which case the County and Subrecipient shall agree upon the termination conditions, including the effective date, the disposition of contract amounts, and in the case of partial termination, the portion to be terminated. However, if, in the case of partial termination, the County determines that the remaining portion of the award will not accomplish the purposes for which the award was made, and the award is terminated in its entirety, Subrecipient shall promptly repay to the County the full grant amount or that portion of the amount which has been disbursed to Subrecipient prior to such termination.

15. **INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS:**

A. No member or delegate to the Congress of the United States, and no resident Commissioner, shall be admitted to any share or part of this Agreement, or to any benefit to arise herefrom.

B. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or

responsibilities in connection with the review, approval or carrying out of the Project to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

C. No federal funds appropriated under this Agreement shall be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence a member of Congress, an officer or employee of Congress or any federal agency in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or agreement.

D. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal agreement, Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

E. Subrecipient shall require that the language of this certification be included in the award documents for all sub-Subrecipients and that all sub-Subrecipients shall certify and disclose accordingly.

16. **CONFLICT OF INTEREST:**

Subrecipient covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services to be undertaken through this Agreement. Subrecipient further covenants that in the performance of this Agreement, no person having such an interest shall be employed by Subrecipient.

17. **GRANTOR RECOGNITION:**

All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as CDBG funded. In addition, Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

18. **ASSIGNABILITY:**

Subrecipient shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

19. **HOLD HARMLESS PROVISION:**

Subrecipient shall indemnify, defend and hold harmless the County, its officers, employees and agents from all liability, loss, cost, damage and expense (including reasonable attorney's fees and court costs) resulting from or incurred by reason of any actions based

upon the negligent acts or omissions of Subrecipient's employees or agents during the performance of this Agreement.

20. **SEVERABILITY CLAUSE:**

If any one or more of the provisions contained in this Agreement are held to be invalid, illegal, or unenforceable, this Agreement shall be deemed severable and the remainder of the Agreement shall remain in full force and effect.

21. **LIMITATIONS OF COUNTY LIABILITY - DISCLAIMER OF RELATIONSHIP:**

The County shall not be liable to Subrecipient, or to any party, for completion of or failure to complete any improvements which are parts of the Project. Nothing contained in this Agreement, nor any act or omission of the County or Subrecipient, shall be construed to create any special duty, relationship, third-party beneficiary, respondent superior, limited or general partnership, joint venture, or any association by reason of Subrecipient's involvement with the County.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on this _____ day of _____, 2025.

Williamson County, Texas

By: _____

Valerie Covey
Authorized Official/Presiding Officer

ACKNOWLEDGMENT

STATE OF TEXAS *)*
) SS:
WILLIAMSON COUNTY *)*

On this _____ day of _____, 2025, before me, _____, a Notary Public in and for said State, personally appeared Valerie Covey, to me personally known, who being by me duly sworn, did say that she is the Authorized Official/Presiding Officer of said County executing the within and foregoing instrument that the seal affixed hereto is the seal of said County, and that the said Valerie Covey acknowledged the execution of said instrument to be the voluntary act and deed of said County, by it and by her voluntarily executed.

_____
Notary Public in and for Williamson County, Texas

Impact Counseling (Subrecipient)

By: Candi Gadison
Candi Gadison
Executive Director

ATTEST: _____
Secretary

ACKNOWLEDGMENT

STATE OF TEXAS)
) *SS:*
WILLIAMSON COUNTY)

On this 11th day of March, 2025, before me, the undersigned, a Notary Public in and for the State of Texas, personally appeared Candi Gadison and _____, to me personally known, who being by me duly sworn, did say that they are the executive director and _____, respectively, of the organization executing the foregoing instrument; that the seal affixed hereto is the seal of said organization; that the instrument was signed on behalf of the organization by proper authority; that Candi Gadison and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the organization, by it and by them voluntarily executed.

Amy R. Brinkley
Notary Public in and for the State of Texas

AMY R BRINKLEY
Notary Public
State of Texas
Notary ID 125181275
My Comm. Exp.
January 28, 2029

EXHIBIT A

TO AGREEMENT BETWEEN WILLIAMSON COUNTY
AND IMPACT COUNSELING
FOR THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
FISCAL YEAR 2024 FUNDING

---

1. PROJECT DESCRIPTION AND SCOPE OF SERVICES:

A. Subrecipient will provide access to mental health services to students, families, and school staff during the school day. Students, families, and school staff will have access to licensed mental health professionals to support with individual, group, and family counseling services, crisis support, case management, and psychiatry services.

B. Upon request, the County will provide technical assistance to the subrecipient concerning compliance with the terms of this Agreement. The subrecipient shall be responsible for all bidding procedures and subcontractural arrangements. All procedures shall be carried out in accordance with all Federal, State and local standards, and shall be monitored by the County.

C. The Project shall be completed in compliance with all applicable state and local codes. Upon completion, this Project shall be operated in compliance with all applicable federal, state and local laws. Subrecipient agrees the funding shall be used solely for the purpose of costs as detailed in Part I.1.A. of this Agreement.

2. TIME OF PERFORMANCE:

Subrecipient shall perform according to the following schedule:

		Program Element
1.	March 2025	Award of funds and contract with Williamson County
2.	March 2025-September 2025	Program Implementation
3.	Monitoring Period	To be determined based on statement below

Records are to be retained for four years from the date of submission of the County's CAPER in which the specific activity is reported for the last time, unless there is litigation, claims, audit, negotiation, or other actions involving the records, which has started before expiration of the four year period. In such cases, the records must be retained until

completion of the action and resolution of all issues which arise from it or the end of the regular four year period, whichever is longer.

3. PROPOSED PROJECT BUDGET (see attached HUD budget):

	CDBG Amount	Subrecipient Amount
A. Social Services	$60,000	_____
B. Eligible equipment (as outlined in 24 CFR 570.207(1))	_____	_____
C. Engineering, planning & administrative costs	_____	_____
D. Property Acquisition	_____	_____
CDBG Grant	$60,000	

EXHIBIT B
Williamson County Community Development Block Grant Audit Requirements

Williamson County Subrecipients will adhere to the following guidelines with regards to audit requirements:

Subrecipient agrees to comply with the applicable requirements and standards as set forth in 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Subrecipient agrees to furnish County with a current Financial Report (financial statements) within six (6) months from the end of its fiscal year covering the period of this Agreement that includes detailed receipts and disbursement of payments to Subrecipient hereunder. Future and unused grant funds will automatically be forfeited if the Subrecipient fails to submit a Financial Report.

However, if Subrecipient expends Seven Hundred Fifty Thousand Dollars ($750,000.00) or more in federal funds (all sources), Subrecipient must, within nine (9) months from the end of its fiscal year, supply County with a single audit and is required to submit their audit report to the Federal Audit Clearinghouse (FAC) within the earlier of 30 days after the receipt of the auditor's report, or within 9 months after the end of the audit period. Grant funds will automatically be forfeited if the Subrecipient fails to submit an audit within the allotted time.

If the Subrecipient expends less than Seven Hundred Fifty Thousand Dollars ($750,000.00) a year in federal funds (all sources), then they are exempt from the Single Audit requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the General Accounting Office.

If applicable, Subrecipient is required to submit a 990 Tax Return (Return of Organization Exempt from Income Tax) for the most recent fiscal year within six (6) months if submitting a Financial Report or within nine (9) months if submitting a Financial Audit. If the Subrecipient is not classified as an exempt entity as defined in 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, the Subrecipient will not be awarded grant funds.

If applicable, Subrecipient agrees to cooperate with County relating to any inquiries regarding the Financial Audit or Financial Report and Subrecipient acknowledges that a Financial Audit or Financial Report shall be provided to County at the expense of the Subrecipient. Financial Audit or Financial Report shall be available to County staff, and any and all applicable federal agencies, and be of unrestricted access, in accordance with 24 CFR Part 85.42 and 24 CFR Part 84.53 as applicable.

The Williamson County CDBG office will issue letters to remind Subrecipients of the audit requirements and request timely submission. Letters will be issued on or around January 5 of each year. If no response is received, a second letter will be issued on or around February 15 of each year. If no response is received, a third request will be made approximately two weeks following. If no response is received by March 15, a final notification will be issued advising the subrecipient of suspension of reimbursement and future funding pending receipt of requested information.

Failure to follow these guidelines could result in the forfeit of future Williamson County CDBG funds and/or repayment of Williamson County CDBG funds already utilized.

Upon receipt of the required audit documents, the Williamson County Community Development Block Grant office will do an initial review to identify findings that affect the Williamson County CDBG program

or any cross-cutting findings that could affect future funding. The CDBG office will also request a review by the Williamson County Auditor's office.

In the event of a finding, Williamson County will issue a letter requesting additional information regarding the finding and the intentions of the Subrecipient to remedy the finding. Working with the Williamson County Auditor's office, the CDBG office will determine next steps to ensure that all federal, state, or local laws/statures are met.

If a Subrecipient is unable to provide required audit documentation and has utilized CDBG funding, Williamson County will have the option to request repayment and recapture unused funds. If a Subrecipient is unable to provide required audit documentation and has not utilized CDBG funding, Williamson County will not issue funding until requirements are met or will reallocate funds to an alternate project if necessary.

Commissioners Court - Regular Session **27.**

Meeting Date: 03/25/2025

City of Liberty Hill ARPA Amendment

Submitted By: Jalyn Morris, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on the Amendment to the Subrecipient Agreement with the City of Liberty Hill for Water and Wastewater Utility Improvement Projects.

Background

On December 10, 2024, Commissioners Court voted to deobligate $922,357 from the City of Liberty Hill Wastewater APRA agreement. Bids came in lower than expected, resulting in the need to lower the original obligation. This amendment memorializes the action the Court took on December 10, 2024.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Amendment to City of Liberty Hill ARPA Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/14/2025 03:53 PM
Form Started By: Jalyn Morris		Started On: 03/14/2025 12:37 PM
Final Approval Date: 03/14/2025		

AMENDMENT TO
SUBRECIPIENT AGREEMENT BETWEEN
WILLIANSON COUNTY
AND CITY OF LIBERTY HILL
FOR WATER AND WASTEWATER UTILITY
IMPROVEMENT PROJECTS

FUNDING FROM:
THE AMERICAN RESCUE PLAN ACT (ARPA) (A.L.N. 21.027)

THIS AMENDMENT to Subrecipient Agreement is made and entered into by and between Williamson County, Texas ("County") and the City of Liberty Hill, Texas ("Subrecipient"), both being political subdivision of the State of Texas (collectively referred to as "Parties").

RECITALS

WHEREAS, the Parties executed that certain agreement entitled Subrecipient Agreement Between Williamson County and City of Liberty Hill for Water and Wastewater Utility Improvement Projects [FUNDING FROM: The American Rescue Plan Act (ARPA) (A.L.N. 21.027)] ("Agreement"), which became effective as of March 21, 2023;

WHEREAS, it has become necessary to amend the Agreement;

NOW, THEREFORE, premises considered, the Parties agree that the Agreement is amended as follows:

AGREEMENTS

1. **Article II - Payment** of the Agreement shall be amended and supplanted, in its entirety, by the following:

   The COUNTY shall make available an amount of up to **TWO MILLION FIVE HUNDRED SEVENTY-SEVEN THOUSAND SIX HUNDRED FORTY-THREE DOLLARS ($2,577,643.00)** to SUBRECIPIENT from the COUNTY's SLRF FUNDS to reimburse SUBRECIPIENT for expenses related to eligible uses of SLRF FUNDS as outlined in the Treasury's Final Rule, reflected in Appendix B, and in accordance with the terms and conditions outlined below:

   Williamson County approves and pays reimbursement requests within thirty (30) days of receipt of a complete request. Errors in the reimbursement request, including insufficient documentation. may result in payment delays. SUBRECIPIENT is responsible for submitting a complete and accurate reimbursement request. Payment is considered made on the date postmarked.

   Each reimbursement request must contain the following supporting documentation:

i. Signed Request for Reimbursement (RFR) form;
ii. General Ledger (monthly, generated from SUBRECIPIENT's accounting system) coinciding with RFR;
iii. Timesheets and Payroll Reports (monthly, generated from SUBRECIPIENT's payroll system) if budget included personnel;
iv. Invoices of all other expenditures; and
v. Proof of payment of all expenditures

2. **Appendix A – Scope of Services** of the Agreement shall be amended and supplanted, in its entirety, by the Appendix A attached hereto, which is being incorporated herein by reference.

3. **Appendix B – Program or Project Budget/Allowable Expenses** of the Agreement shall be amended and supplanted, in its entirety, by the Appendix B attached hereto, which is being incorporated herein by reference.

4. Each party represents and warrants that it has due power and lawful authority to execute and deliver this Amendment and to perform its obligations under the Agreement; and, furthermore, the Agreement and this Amendment are the valid, binding, and enforceable obligations of such party.

5. All other terms of the Agreement and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be signed by their duly authorized representatives on behalf of such party, to be effective as of the date of the last party's execution hereof.

WILLIAMSON COUNTY, TEXAS
(County)

By: _____

Printed Name: _____

Title: As Presiding Officer,
Williamson County
Commissioners Court

Date: _____ ____, 20___

CITY OF LIBERTY HILL, TEXAS
(Subrecipient)

By: _____

Printed Name: Josh Armstrong

Title: Finance Director

Date: March 14, 2025

APPENDIX A – SCOPE OF SERVICES

1. Downtown Area AC Water Pipe Replacement: Replacement of failing water lines is important to protect the water supply as well as prevent non-compliant low-pressure areas due to line breakage. The Subrecipient's water system began as a rural water supply in the I 960's and was known as Liberty Hill Water Supply Corporation. One of the primary materials used to construct this water system was Asbestos Cement (AC) pipe. This pipe is now starting to fail and is a serious health hazard for workers completing repairs. The projects in this section would replace these failing AC pipes with modern PVC pipes through the downtown area. The estimated cost for these improvements is $650,000.

2. Water Tower #3 Rehabilitation: Elevated storage is important (and required by TCEQ) for system reliability and operation. The Subrecipient's largest elevated storage tank is in need of rehabilitation to meet the state's drinking water system requirements. This project wi1 1 keep the Subrecipient's water system in compliance with state regulations for elevated storage. The estimated cost for these improvements is $233,396.

3. Liberty Hill Elementary Wastewater Collection System Improvements: Wastewater collection system capacity is necessary to provide service for the expansion of Liberty Hill Elementary School. The current wastewater collection system does not have the needed capacity to serve the school's expansion, therefore new collection system improvements are required. The estimated cost for these improvements is $1,694,247.

APPENDIX B – PROGRAM OR PROJECT BUDGET/ALLOWABLE EXPENSES

5.11 – Downtown Area AC Water Pipe Replacement: $650,000

5.14 – Water Tower #3 Rehabilitation: $233,396

5.20 – Liberty Hill Elementary Collection System Improvements: $1,694,247

Commissioners Court - Regular Session **28.**

Meeting Date: 03/25/2025

City of Granger ILA

Submitted By: Jalyn Morris, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on an Interlocal Agreement with the City of Granger for funding the Water and Wastewater Improvement Project.

Background

On December 10, 2024, the Commissioners Court voted to obligate additional funds to the City of Granger for its water and wastewater improvement project. The ILA is for $690,704, which will be paid from ARPA interest funds.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

City of Granger ILA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/19/2025 03:06 PM
Form Started By: Jalyn Morris		Started On: 03/18/2025 03:38 PM
Final Approval Date: 03/19/2025		

INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY AND THE CITY OF GRANGER, TEXAS REGARDING THE FUNDING FOR THE WATER AND WASTEWATER IMPROVEMENT PROJECT

THIS INTERLOCAL AGREEMENT ("ILA") is made and entered into effective as of the date of the last party's execution below, by and between WILLIAMSON COUNTY (the "County") and the CITY OF GRANGER, TEXAS (the "City"), political subdivisions of the State of Texas (collectively referred to as "Parties").

WITNESSETH:

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties; and

WHEREAS, the Parties executed an agreement entitled Subrecipient Agreement Between Williamson County and City of Granger for Water and Wastewater Improvement Project [Funding From: The American Rescue Plan Act (ARPA) (A.L.N. 21.027)] which became effective as of October 31, 2023 ("Agreement"); and

WHEREAS, on December 17, 2024, the Parties executed an amendment to the Agreement to increase the funds available from the County's State and Local Fiscal Recovery Funds ("SLFRF FUNDS") to reimburse City for expenses incurred in the water line and wastewater improvement project ("Project"); and

WHEREAS, the Parties desire to enter into this ILA to provide additional funds for the Project not covered by ARPA or SLFRF FUNDS; and

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

1. The City and the County have authorized and approved this ILA by resolution or order adopted by their respective bodies, and this ILA will be in full force and effect when approved by each party.
2. The County agrees to pay to the City, pursuant to the conditions stated herein, the costs related to the construction of the Project, up to and no more than $690,704 (the "County Reimbursements"). The Project comprises of the Scope of Services, as set forth in Appendix A, and Project Budget, as set forth in Appendix B, which is attached hereto and incorporated as if copied in full.
3. The County approves and pays County Reimbursements through requests within thirty (30) days of receipt of a completed request ("Reimbursement Request"). Errors in the Reimbursement

Request, including insufficient documentation, may result in payment delays. City is responsible for submitting a complete and accurate Reimbursement Request. Payment is considered made on the date postmarked. Each Reimbursement Request must contain the following supporting documentation:

i. A signed Reimbursement Request form;

ii. General Ledger (monthly, generated from City's accounting system) coinciding with the Reimbursement Request;

iii. Timesheets and Payroll Reports (monthly, generated from City's payroll system) if budget included personnel;

iv. Invoices of all other expenditures;

v. Proof of payment of all expenditures.

4. The City agrees to be responsible for management of the Project and the payment of all costs related to the construction of the Project, subject to the County Reimbursement described above.

5. The City agrees to be responsible for the operation and maintenance of the Project after completion and acceptance by the City.

6. Neither the City nor County waives, modifies, or alters 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.

7. This ILA may not be amended or modified except in writing executed by both the City and Williamson County and authorized by their respective governing bodies.

8. All notices, demands, and request which may be given or which are required to be given by either Party to the other, and any exercise of a right of termination provided by this ILA, shall be in writing and shall be deemed effective when sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below:

i. <u>County</u>:

County Judge
710 Main Street, Suite 101
Georgetown, TX 78628

And

County Auditor
710 Main Street, Suite 301
Georgetown, TX 78628

ii. <u>City</u>:

Mayor
City of Granger

214 E. Davilla St.
Granger, TX 76530

9. If any provision of this ILA 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 ILA will be construed as if not containing the 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 ILA is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, to give effect to the intent of this ILA and be deemed to be validated and enforceable.
10. This ILA may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date above first written, when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.
11. This ILA shall commence upon execution of this ILA and shall end upon the completion of the Projects and acceptance of the Project by City, on or about December 31, 2026, unless terminated earlier in accordance with this ILA.
    i. The County may terminate this ILA immediately, without prior notice, if City fails to perform any obligation herein and the failure either: (a) creates a potential threat to health or safety; or (b) violated a law, ordinance, or regulation designed to protect health or safety.
    ii. Either Party may terminate this ILA without cause by giving ninety (90) days written notice to the other Party. Upon receipt of notice of termination, City shall discontinue all services in connection with the performance of this ILA and shall proceed to promptly cancel all existing orders or contracts insofar as such orders to contract as chargeable to this ILA.
12. The Parties agree that this ILA and all disputes arising thereunder shall be governed by the laws of the State of Texas, and that exclusive venue for any action under this ILA shall be in Williamson County, Texas.
13. Both Parties agree that the other Party or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this ILA, have access to and the right to examine and photocopy any and all books, documents, papers and records of the other Party which are directly pertinent to the services to be performed under this ILA by such other Party for the purposes of making audits, examinations, excerpts, and transcriptions. The Parties agree that the other Party shall have access during normal working hours to all necessary facilities and shall

be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The Party performing the audit shall give the other Party reasonable advance notice of intended audits.

14. The Effective Date of this ILA shall be on the date the last Party signs this ILA.
15. Each Party, in the performance of this ILA, 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 purpose.

IN WITNESS WHEREOF, the Parties have executed and attested this ILA by their officers thereunto duly authorized.

WILLIAMSON COUNTY

By: _____
Bill Gravell, County Judge

CITY OF GRANGER, TEXAS

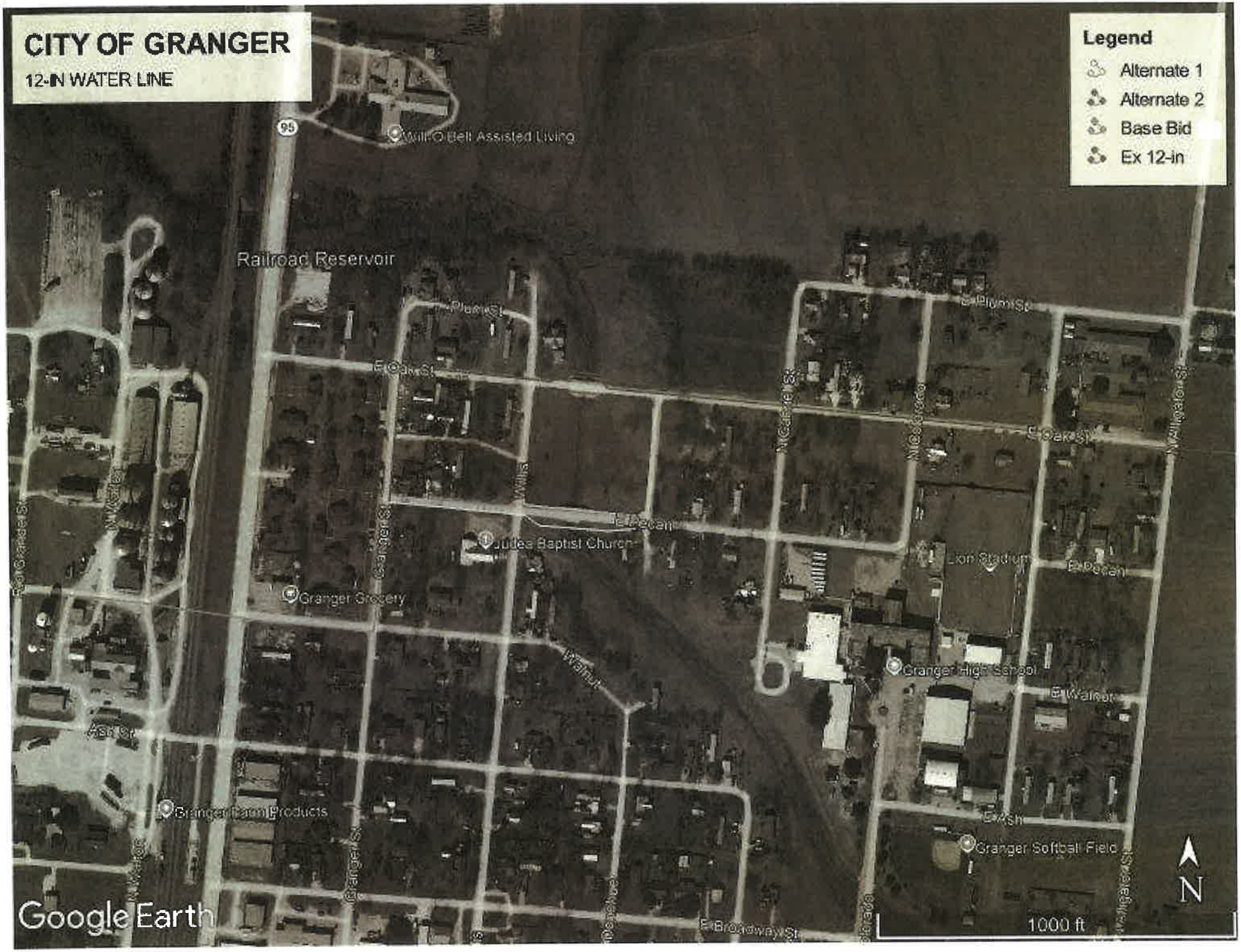
By: _____
Monica Stojanik, Mayor

APPENDIX A

Scope of Services

Water Line Improvements: A new 12-inch water line will be installed along Walnut Street, Granger, Texas from the elevated storage tank to the east side of SH95 and will connect to an existing 6-inch water line. The 12-inch water line will continue east along Walnut Road to Granger Street, then north on Granger Street to Oak Street, then east on Oak Street and tie into an existing 12-inch water line from the new Granger ISD High School campus. The water line installation will include all fittings, valves, steel encasement pipe, fire hydrants, service connections, and connections to existing water lines.

Wastewater: A new influent lift station will be installed at the Granger wastewater treatment plant site and a new influent wastewater lines will be installed to direct wastewater flows to the new lift station. The new influent lift station will allow future influent lines to be installed at a greater depth, which will eliminate aerial creek crossings. The existing influent line into the wastewater treatment plant is approximately 6-inches deep and requires additional soil to be added to keep the pipe covered. The new influent lift station will be designed to facilitate a proposed new wastewater treatment facility that will be constructed at the existing plant site and will be funded through the United States Department of Agriculture (USDA) Rural Development (RuD) fund and is expected to begin design in fall of 2025. The new lift station and collection lines will eliminate the existing shallow influent line and eliminate the aerial creek crossings.


CITY OF GRANGER
12-IN WATER LINE
Legend
Alternate 1
Alternate 2
Base Bid
Ex 12-in
Will-O-Belt Assisted Living
Railroad Reservoir
E Plum St
E Oak St
E Pecan
Judea Baptist Church
Lion Stadium
Granger Grocery
Granger High School
E Walnut
Walnut
Ash St
Granger Farm Products
E Ash
Granger Softball Field
E Broadway St
N Gabriel St
N Colorado
N Alligator St
Granger St
Willis
Google Earth
1000 ft
N


CITY OF GRANGER
WASTEWATER IMPROVEMENTS
Legend
Lift Station
School WWL
WWL
971
E Davila St
Texas Fishing & Marine
Lift Station
Wild Hair Salon
Google Earth
700 ft
N

APPENDIX B

Program or Project Budget/Allowable Expenses

CITY OF GRANGER

2024 12-INCH WATER LINE IMPROVEMENTS

OPINION OF PROBABLE CONSTRUCTION COSTS

Item Number	Description	Unit	Est. Qty	Unit Cost	Total Cost
	12-INCH WATER LINE - ALTERNTE 2 (N GRANGER / EAST OAK)*				
1	MOBILIZATION	LS	1	$ 41,000.00	$ 41,000.00
2	ROW PREP AND EROSION CONTROL	LS	1	$ 16,000.00	$ 16,000.00
3	2" PVC SCH 80	LF	65	$ 40.00	$ 2,600.00
4	3" PVC SCH 80	LF	15	$ 58.00	$ 870.00
5	12" PVC C900 DR 18	LF	2,350	$ 165.00	$ 387,750.00
6	12" MJ GATE VALVE	EA	13	$ 7,000.00	$ 91,000.00
7	12" MJ TEE	EA	8	$ 1,600.00	$ 12,800.00
8	12" MJ 45° BEND	EA	12	$ 988.00	$ 11,856.00
9	12" MJ 22.5° BEND	EA	2	$ 945.00	$ 1,890.00
10	12" MJ 11.25° BEND	EA	2	$ 900.00	$ 1,800.00
11	12" x4" MJ REDUCER	EA	2	$ 745.00	$ 1,490.00
12	12" x 6" MJ REDUCER	EA	1	$ 625.00	$ 625.00
13	12" x 8" MJ REDUCER	EA	5	$ 670.00	$ 3,350.00
14	12" MJ CAP	EA	1	$ 475.00	$ 475.00
15	CONNECT TO 2" WATER LINE	EA	5	$ 527.00	$ 2,635.00
16	CONNECT TO 3" WATER LINE	EA	1	$ 745.00	$ 745.00
17	CONNECT TO 6" WATER LINE	EA	1	$ 4,500.00	$ 4,500.00
18	CONNECT TO 8" WATER LINE	EA	1	$ 4,700.00	$ 4,700.00
19	ABANDON 1" WATER LINE	EA	2	$ 1,400.00	$ 2,800.00
20	ABANDON 2" WATER LINE	EA	3	$ 1,400.00	$ 4,200.00
21	ABANDON 3" WATER LINE	EA	1	$ 1,400.00	$ 1,400.00
22	ABANDON 6" WATER LINE	EA	3	$ 1,400.00	$ 4,200.00
23	ABANDON 8" WATER LINE	EA	1	$ 4,000.00	$ 4,000.00
24	CONCRETE ENCASEMENT	LF	100	$ 83.00	$ 8,300.00
25	RECONNECT WATER SERVICE	EA	3	$ 530.00	$ 1,590.00
26	EXTEND WATER SERVICE	EA	15	$ 1,650.00	$ 24,750.00
27	REPLACE ASPHALT ROADWAY	SY	2,450	$ 121.00	$ 296,450.00
28	REPLACE CONCRETE VALLEY	SY	25	$ 270.00	$ 6,750.00
29	REPLACE CONCRETE CURB	LF	70	$ 155.00	$ 10,850.00
30	DISINFECTION AND PRESSURE TESTING	LS	1	$ 6,200.00	$ 6,200.00
31	FINAL GRADING	SY	120	$ 21.00	$ 2,520.00
32	GRANGER ISD FIRE WATCH	LS	1	$ 75,000.00	$ 75,000.00
				ALTERNATE 2 BUDGET:	**$ 1,035,096.00**

* Base Bid and Alternate 1 are being constructed using 2023 CDBG funds and Williamson County ARPA Funds

BASE BID:	$ 584,738.00
ALTERNATE 1 BID:	$ 165,574.00
2023 CDBG WATER FUNDING:	$ 298,925.00
WILLIAMSON COUNTY ARPA FUNDING:	$ 500,000.00

CITY OF GRANGER

2024 WWTP LIFT STATION AND WASTEWATER LINE

OPINION OF PROBABLE CONSTRUCTION COSTS

Item Number	Description	Unit	Est. Qty	Unit Cost	Total Cost
	WASTEWATER LINE				
1	MOBILIZATION	L.S.	1	$ 16,000.00	$ 16,000.00
2	ROW PREP AND EROSION CONTROL	STA.	12	$ 4,000.00	$ 48,000.00
3	12" PVC SDR 26 GRAVITY LINE	L.F.	650	$ 110.00	$ 71,500.00
4	15" PVC SDR 26 GRAVITY LINE	L.F.	1,800	$ 140.00	$ 252,000.00
5	4-FT DIAMETER MANHOLES	EA.	10	$ 7,500.00	$ 75,000.00
6	WASTEWATER SERVICE CONNECTIONS	EA.	5	$ 6,500.00	$ 32,500.00
7	24" STEEL ENCASEMENT PIPE BY BORE	L.F.	130	$ 800.00	$ 104,000.00
8	REMOVE AND REPLACE ASPHALT	S.Y.	230	$ 55.00	$ 12,650.00
9	REMOVE AND REPLACE GRAVEL	S.Y.	350	$ 20.00	$ 7,000.00
10	MISC REPAIRS (MAILBOX, FENCE, ETC)	L.S.	1	$ 8,000.00	$ 8,000.00
11	TOP SOIL AND HYDROMULCH	S.Y.	1,200	$ 5.00	$ 6,000.00
12	SWPPP	L.S.	1	$ 5,000.00	$ 5,000.00
13	TRENCH SAFETY PLAN	L.S.	1	$ 3,500.00	$ 3,500.00
14	TESTING PER CITY OF GRANGER	L.S.	1	$ 3,500.00	$ 3,500.00
				BASE BUDGET:	$ 644,650.00
				ENGINEERING/SURVEYING:	$ 56,200.00
				2021 CDBG WASTEWATER FUNDING:	$ 344,050.00
				BALANCE REMAINING:	**$ 356,800.00**
	WWTP LIFT STATION				
1	MOBILIZATION	L.S.	1	$ 24,000.00	$ 24,000.00
2	ROW PREP AND EROSION CONTROL	LS	1	$ 25,000.00	$ 25,000.00
3	ACCESS DRIVE (GRAVEL)	SY	150	$ 25.00	$ 3,750.00
4	18" PVC SDR 26 GRAVITY LINE	L.F.	50	$ 140.00	$ 7,000.00
5	CONCRETE WET WELL (10-FT X 10-FT X 30-FT)	LS	1	$ 465,000.00	$ 465,000.00
6	WET WELL PUMP RAILS	EA.	6	$ 6,500.00	$ 39,000.00
7	PUMPS	EA.	2	$ 56,000.00	$ 112,000.00
8	PUMP CONTROLS	LS	1	$ 58,000.00	$ 58,000.00
9	ELECTRICAL SERVICE	L.S.	1	$ 32,000.00	$ 32,000.00
10	SECURITY FENCE AND GATE	LS	1	$ 18,500.00	$ 18,500.00
11	SWPPP	L.S.	1	$ 5,000.00	$ 5,000.00
12	TRENCH SAFETY PLAN	L.S.	1	$ 3,500.00	$ 3,500.00
13	TESTING PER CITY OF GRANGER	L.S.	1	$ 3,500.00	$ 3,500.00
				BASE BUDGET:	$ 796,250.00
				ENGINEERING/SURVEYING:	$ 148,700.00
				2017 CDBG LIFT STATION FUNDING:	$ 294,350.00
				BALANCE REMAINING:	**$ 650,600.00**

Commissioners Court - Regular Session **29.**

Meeting Date: 03/25/2025

Approval of Database Subscription with TransUnion Risk and Alternative Data Solutions, Inc. for the Constables Office Precinct 4

Submitted For: Joy Simonton **Submitted By:** Sandra Malcolm, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving Agreement #2025161 between TransUnion Risk and Alternative Data Solutions, Inc. and Williamson County for a research database subscription of $300 per month, with a not-to-exceed amount of $2,500 for the remainder of our fiscal year and a not-to-exceed amount of $3,600 for additional years, and authorizing execution of the agreement.

Background

Approval of this agreement will support the operations of the Williamson County Constables Office Precinct 4. TransUnion Risk and Alternative Data Solutions, Inc. will provide real-time data that is updated daily to help locate persons, assets, and addresses with support through Social Media Search, Reverse Phone Lookup, Real-time Phone Carrier Search, and more. The monthly billing rate is $300.00 per month and either party may terminate this Agreement at any time for any reason upon notice to the other party. The funding source is 01.0100.0554.004210 for FY25. This has been approved by Contract Audit and General Counsel. Origination #2210. Department contact is Brian Olsen. TransUnion Risk and Alternative Data Solutions, Inc. is publicly traded. Therefore, Form 1295 is not required.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

TransUnion Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/19/2025 09:13 PM
County Judge Exec Asst.	Andrea Schiele	03/19/2025 10:32 PM
Form Started By: Sandra Malcolm		Started On: 03/03/2025 10:54 AM
Final Approval Date: 03/19/2025		

TransUnion

SUBSCRIBER AGREEMENT FOR TRADS SERVICES

(for Public Sector Subscriber)

Full Legal Name of Agency or Department (the "Subscriber")	Williamson County - Williamson County Constable Pct. 4
Physical Address:	

THIS SUBSCRIBER AGREEMENT FOR TRADS SERVICES (for Public Sector Subscriber) (the "Agreement") is entered into as of the date indicated below by and between the above-identified Subscriber and TransUnion Risk and Alternative Data Solutions, Inc. ("TRADS") effective as of the later of the date on which Subscriber has undergone and satisfactorily completed TRADS' subscriber credentialing with an approval disposition and is issued user credentials or the date indicated below (the "Effective Date").

1. Subscriber understands and agrees that TRADS offers public record and proprietary information services and other products and services (the "TRADS Services") that may contain sensitive information that is governed by applicable state and federal laws, including, but not limited to, the Gramm-Leach-Bliley Act (15 U.S.C. § 6801 et seq.) ("GLBA") and the Driver's Privacy Protection Act (18 U.S.C. § 2721 et seq.) ("DPPA"), all of with which Subscriber certifies to comply.

2. TRADS is not a "consumer reporting agency," and the TRADS Services do not constitute "consumer report(s)," as these terms are defined by the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.) ("FCRA"). Accordingly, the TRADS Services may not be used in whole or in part as a factor in determining eligibility for credit, insurance, or employment, or for any other purpose contemplated by the FCRA.

3. TRADS may make a reasonable number of TRADS Services available to Subscriber on a trial basis free of charge until the earlier to occur of: (i) reaching 300 transactions or seven (7) calendar days from the commencement of such free trial, unless otherwise agreed to by TRADS in writing (which may be by means of an email to the primary account administrator); or (ii) the start date of purchased TRADS Services ordered by Subscriber. Subscriber's access to the TRADS Services during any such free trial shall be subject to all terms of this Subscriber Agreement and the Terms and Conditions. After the expiration of a free trial, if any, Subscriber agrees to pay TRADS all applicable fees and charges for the TRADS Services accessed, including taxes, duties and other charges imposed by any governmental entity for the TRADS Services provided under this Agreement within twenty (20) days of the date of each invoice.

4. Unless provided otherwise in a pricing supplement to this Agreement, either party may terminate this Agreement at any time for any reason upon notice to the other party.

5. The online Additional Terms and Conditions located at https://www.tlo.com/ps-terms-conditions (the "Terms and Conditions") are incorporated herein by reference. This Agreement, which includes the incorporated Terms and Conditions and any attachments hereto, constitutes the entire agreement between the parties, and supersedes and replaces all previous agreements and understandings, whether oral or written, express or implied, with respect to the subject matter of this Agreement.

AUTHORIZATION AND ACCEPTANCE OF TERMS

Subscriber agrees to be bound by this Agreement and agrees to pay all fees and charges according to the Terms and Conditions. The undersigned hereby certifies their authority to execute this Agreement on behalf of the Subscriber and that the statements provided in this Agreement are true and correct.

Authorized Signature:	**Date:**
Print Name of Authorized Signer:	**Title:**

4530 Conference Way South
Boca Raton, Florida 33431
www.TLO.com
561-988-4200
561-998-8628 Fax

Date	Quote
03/11/2025	2

Bill To
Williamson County Constable Pct 4 – TX 2501 Mallard Ln Taylor, TX 76574-5312 US (512) 352-4181

P.O. Number	Account #	Terms	Due Date
	235215	6-month term	N/A

Description	Quantity	Amount
TLOxp Investigate Services Contract $300/per month	500 transactions/month	$1,800
Excluded Reports - Social-Media Comprehensive report - $4.00 Super Reverse Phone Report - $0.40 Real Time Incarceration and Arrests - $3.00 Driving Violations Search - $10.00 DMV Violations Reports - $4.00 + State Fee		
TOTAL		$1,800

**Disclaimer: This is a preliminary quote. The figures provided are subject to change based on the final records and verification.*

Commissioners Court - Regular Session **30.**

Meeting Date: 03/25/2025

Approval of the Service Contract for the relocation of the City of Georgetown Network Fiber at Juvenile Justice Center with Brycomm, LLC for IT Department.

Submitted For: Joy Simonton **Submitted By:** Sandra Malcolm, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on the approval of contract #2025154 between Brycomm, LLC and Williamson County for the relocation of the City of Georgetown Network Fiber that passes through the Juvenile Justice Center (JJC) to the Emergency Services Operating Center (ESOC) for the amount of $7,778.10 pursuant to DIR contract #DIR-TSO-4777, and authorizing the execution of the service contract.

Background

The service contract allows for the relocation of the City of Georgetown's network fiber that passes through the Juvenile Justice Center (JJC) to the Emergency Services Operating Center (ESOC). This relocation of the network fiber is due to the ongoing construction at JJC and is vital to progressing this work. The approval is necessary due to the contractor being ready to begin excavating and demolition around the junction box and the movement of this network fiber. The Funding Source is 01.0100.0503.004510 for FY25. Origination #2213. This has been approved by Budget, IT, Contract Audit, and General Counsel. The department's point of contact is Tammy McCulley.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement and Quote for Brycomm Proposal

1295 Form

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/19/2025 09:05 PM
County Judge Exec Asst.	Andrea Schiele	03/19/2025 10:31 PM
Form Started By: Sandra Malcolm		Started On: 02/26/2025 11:05 AM
Final Approval Date: 03/19/2025		

WILLIAMSON COUNTY
SERVICE CONTRACT

Brycomm, LLC
Proposal No. 25-0175

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS SERVICES CONTRACT (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Brycomm, LLC** (hereinafter "Service Provider"), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services described herein pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The service includes the work described in the attached Proposal No. 25-0175 being marked as **Exhibit "A,"** which is incorporated herein.

Should the County choose to add services in addition to those described in **Exhibit "A,"** such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional services. Service Provider shall not begin any additional services and the County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

Service Provider represents that Service Provider (including Service Provider's agents, employees, volunteers, and subcontractors, as applicable) possess all certifications, licenses, inspections, and permits required by law to carry out the services and work described in **Exhibit "A."** The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure.

II.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party's execution below and shall continue until the Project Completion Date or when

terminated pursuant to this Contract, whichever event occurs first. The Project Completion Date is defined as the date by which all services and obligations outlined in Exhibit "A" shall be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date is initially set to be on or before March 31, 2025, however this date may be amended at the sole discretion of the County. Upon successful completion of the services as described in Exhibit "A", this contract shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in **Exhibit "A"**. The not-to-exceed amount shall be Seven Thousand, Seven Hundred Seventy-Eight Dollars and Ten Cents ($7,778.10).

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the 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 the 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.

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under Tex. Tax Code Ann. §151.309, as amended. The County agrees to provide exemption certificates to Service Provider upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Service Provider for the supplies or products provided or any Services rendered.

IV.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by the County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to the County and name the County as an additional insured.

	Type of Coverage	**Limits of Liability**
a.	Worker's Compensation	Statutory
b.	Employer's Liability Bodily Injury by Accident	$500,000 Ea. Accident

Bodily Injury by Disease	$500,000 Ea. Employee
Bodily Injury by Disease	$500,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$1,000,000	$1,000,000
Aggregate policy limits:		$2,000,000

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	$1,000,000	$1,000,000
Property damage	$1,000,000	$1,000,000
Aggregate policy limits	No aggregate limit	

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents, and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by the County.

Upon execution of this Contract, Service Provider shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

V.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with the County, nor shall Service Provider hold itself out as an agent or official representative of the County. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense, or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

VI.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VII.

No Waiver of Sovereign Immunity or Powers: Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge.

Additionally, the parties agree that under the Constitution and laws of the State of Texas, the County cannot enter into an agreement whereby the County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding, or saving harmless Service Provider for any reason are hereby deleted.

VIII.

Compliance With All Laws: Service Provider agrees and will comply with all local, state, or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state, or local law or

regulations are automatically incorporated into the Contract without written amendment hereto and shall become effective on the date designed by such law or by regulation.

IX.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof.

X.

Venue and Applicable Law: Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XI.

Severability: In case any one or more of the provisions contained in this Contract 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 in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XII.

Right to Audit: Service Provider agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that the County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

XIII.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this Contract.

XIV.

No Assignment: Service Provider may not assign this Contract.

XV.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access

confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XVI.

Foreign Terrorist Organizations: Service Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

XVII.

Public Information: Service Provider understands that County will comply with the Texas Public information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

XVIII.

Damage to County Property: Service Provider shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Service Provider and its employees, agents, subcontractors, and suppliers, including any delivery, or transporting company, in connection with any performance pursuant to this Contract. Service Provider shall notify County in writing of any such damage within one (1) calendar day.

XIX.

Media Releases: Service Provider shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

XX.

Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf (wilco.org). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXI.

Entire Contract & Incorporated Documents: Conflicting Terms: This Contract constitutes the entire Contract between the parties and may not be modified or amended other

than by a written instrument executed by both parties. Documents expressly incorporated into this Contract include the following:

A. As described in the attached Proposal No. 25-0175, and being marked Exhibit "A,";
B. The cooperative purchasing contract (DIR-CPO-4777); and
C. Insurance certificates evidencing coverages required herein above.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Contract.

XXI.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of the County's governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of the County.

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
Printed Name

Date: _____, 20____

Brycomm, LLC:

Kevin Popejoy
Authorized Signature

Kevin Popejoy
Printed Name

Date: February 26, 2025

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Feb 27 2025 Time: 3:12 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Feb 27 2025 Time: 2:23 pm

Exhibit "A"
Proposal No. 25-0175

BRYCOMM
NETWORK CABLING | LIGHTING | A/V | SECURITY | OSP
1051 New Technology Blvd. Hutto, TX 78634
Phone: (512) 712-4008 Fax: (512) 712-4009

CUSTOMER	BRYCOMM REP
Williamson County Attn: Chris Ball Systems Engineer 737-900-5993 cball@wilco.org	Chris Gonzales Project Executive - OSP Office: 512-712-4008 Cell: 512-569-5309 chris.gonzales@brycomm.com

DATE	PROPOSAL NUMBER	DIR CONTRACT NUMBER
2/13/25	25-0175	DIR-CPO-4777

PROJECT ADDRESS	PROJECT DESCRIPTION
100 Wilco Way	JJC - COG - Fiber Reroute

LABOR DESCRIPTION		QTY	UNIT OF MEASURE	LIST PRICE	ZONE 1 DISCOUNT	COST	TOTAL
ITEM #	LABOR						
UC-OSP-036	Fusion Splicing, SM Fiber	24	ea.	$50.00	$0.30	$ 35.00	$840.00
INSTALLOF FOC TT	Lead Technician	40	hr.	$160.71	30.00%	$ 75.00	$3,000.00
MGMT SVCS SPM	Sr. Project Manager	10	hr.	$150.00	30.00%	$ 105.00	$1,050.00
AERIAL OSP PS	Project Supervisor	20	hr.	$150.00	30.00%	$ 105.00	$2,100.00
				$0.00	$0.00	0	-
						LABOR SUB-TOTAL:	$6,990.00

	MATERIAL DESCRIPTION	QTY	UNIT OF MEASURE	LIST PRICE	DISCOUNT	COST	TOTAL
ITEM #							
				-	-	-	-
39	Mule Tape - General	1	ea.	$201.16	20%	$160.93	$160.93
15	Splicing Consumables - Leviton	24	ea.	$0.63	20%	$0.50	$12.00
37	Small Splice Enclosure (Corning)	1	ea.	$318.96	20%	$255.17	$255.17
84	1.25" Corregated Innerduct	300	ft.	$1.50	20%	$1.20	$360.00
				-	-	-	-
				-	-	-	-
						MATERIAL SUB-TOTAL:	$788.10
						TOTAL:	$7,778.10

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1274728

Date Filed:
02/26/2025

Date Acknowledged:
02/28/2025

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

A3 Communications, Inc. DBA BryComm
Hutto, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County Commissioners Court

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2025154
Relocate City of FT Network Fiber at JJC

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Brymer, Cory	Hutto, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

Docusign Envelope ID: 959D2CCA-1437-4C48-A6E1-289ECB8627E0

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1274728

Date Filed:
02/26/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
A3 Communications, Inc. DBA BryComm
Hutto, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Williamson County Commissioners Court

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2025154
Relocate City of FT Network Fiber at JJC

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Brymer, Cory	Hutto, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Kevin Popejoy, and my date of birth is [redacted].

My address is [redacted] (street) [redacted] (city) (state) (zip code) US (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Willamson County, State of Texas, on the 27th day of February (month), 2025 (year).

Signed by: Kevin Popejoy B17932F818554F7... 2/27/2025

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **31.**

Meeting Date: 03/25/2025

Approval of Statement of Work and Contract for CDW Government LLC for performing an External Network Penetration Test of Williamson County for Information Services

Submitted For: Joy Simonton **Submitted By:** Sandra Malcolm, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Statement of Work and contract #2025168 between Williamson County and CDW Government LLC to perform an External Network Penetration Test of Williamson County Technology for a total amount of $19,000.00, pursuant to Onmia National contract #R2210401, and authorize the execution of the purchase.

Background

This statement of work is for an External Network Penetration Test for Williamson County technologies. CDW Government LLC (CDW) through Black Hills Information Security (BHIS) will perform the PEN TEST to discover if Williamson County has any critical vulnerabilities within our systems. Reconnaissance, vulnerability scans and testing of our assets, cloud configurations, exposed services, and login portals will be assessed. Also, manual probing the in-scope networks to look for additional methods of entry or compromise not flagged by a scanner. This will give Wilco a better understanding of any external threats to our County's network. The funding source is 01.0100.0503.004100 for FY25. Orig #2215. This purchase has been approved by Budget, IT, Contract Audit and General Counsel. Department Point of Contact is Rory Tierney. The vendor is publicly traded, therefore, a 1295 form is not needed.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CDW Statement of Work

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/19/2025 02:58 PM
County Judge Exec Asst.	Andrea Schiele	03/19/2025 10:37 PM
Form Started By: Sandra Malcolm		Started On: 03/03/2025 04:09 PM
Final Approval Date: 03/19/2025		

STATEMENT OF WORK

Project Name:	External Network Penetration Test	**Seller Representative:** Liam McNamara +1 (703) 2628156 liammcn@cdw.com
Customer Name:	WILLIAMSON COUNTY, TX	
CDW Affiliate:	CDW Government LLC	
Subcontractor:	Liquid PC Inc	**Solution Architect:**
Date:	March 04, 2025	
Drafted By	Sasha Beard	

This statement of work ("**Statement of Work**" or "**SOW**") is made and entered into on the last date that this SOW is fully executed as set forth below ("**SOW Effective Date**") by and between the undersigned, CDW Government LLC ("**Provider**," and "**Seller**,") and WILLIAMSON COUNTY, TX ("**Customer**," and "**Client**,").

This SOW is subject to the terms and conditions of the OMNIA Partners Region 4 Education Services Center "ESC" Contract #R210401 held by CDW Government LLC with an effective date of June 1, 2021 (the "**Agreement**"). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement.

PROJECT DESCRIPTION

PROJECT SCOPE

- External Network Penetration Test

DESCRIPTION

1. When performing scanning activities over the past years, we have noticed that automated tools are often finding fewer and fewer critical vulnerabilities. While this trend is a good thing, we are also discovering many organizations are vulnerable due to Low or even Informational findings. This is one of the major differentiators for Black Hills Information Security (BHIS). We look at scanning and exploitation as more of an endeavor of learning about your environment, the same way a targeted attacker would. We do not simply run a scanner, look for critical, and then search tools like Metasploit for an exploit. We use our scanning information to try to understand your network and the individual roles of the computers that comprise it. We want to understand how these points of technology support the overall organizational objectives. With this approach, we find far more vulnerabilities than what is reported by a simple scan.
2. During the assessment and penetration testing phases, we will perform reconnaissance, vulnerability scans, and testing for an organization's assets, cloud configurations, exposed services, and login portals. We will validate the scans to weed out false positives by manually verifying a subset of results within particular vulnerability classes. However, the true value of a penetration tester over a scanner is going the extra mile of looking at vulnerabilities (including the Low and Informational findings) and then manually probing the in-scope networks, looking for additional methods of entry or compromise not flagged by a scanner.

3. Black Hills Information Security will use specialized techniques (if applicable) such as document metadata analysis, custom password dictionaries, and other proprietary methods. Remediation guidance will be provided for each vulnerability documented in the report, as well as strategic recommendations for improving the security of the organization as a whole.

TARGETS

1. Up to
   a. External (Public) Live Systems:
      i. < 40 Live Ips
         1) This scope item will be completed remotely.

OBJECTIVES

1) Perform reconnaissance through numerous OSINT tools
2) Investigate breach data and associated organizational leaks
3) Provide a profile of the organization and threat modeling available to potential attackers
4) Identify systems and key assets exposed to attackers
5) Enumerate vulnerabilities present on systems
6) Review corporate web application exposures for unpatched framework components and missing multi-factor authentication enforcement Provide recommendations for protecting key company assets
7) Identify areas where sensitive information is exposed
8) Provide evidence of the effectiveness of current defensive mechanisms and attack detection methodologies
9) Provide an in-depth understanding of discovered vulnerabilities and repercussions via exploit attempts, where applicable
10) Provide recommendations for remediation of the identified practices and/or exposures based on the above testing

WEB APPLICATION SECURITY ASSESSMENT: NETWORK-LEVEL OVERVIEW

For web applications, please note that in-depth testing is best serviced by a dedicated BHIS Web Application Penetration Test that follows an industry-standard methodology, such as the one compiled by the Open Worldwide Application Security Project (OWASP). However, as part of a network level assessment, a limited scan with the following high-level goals may be performed from a network perspective:

1) Identify publicly accessible web sites and/or portals associated with the organization
2) Determine whether identified endpoints may pose a risk or create a potential vulnerability
3) Provide recommendations for mitigating select exposures in web applications
4) Provide a limited inventory of select vulnerabilities in the organization's web applications that may expose users to malicious exploits
5) Provide high-level understanding and verification, via exploit attempts, of select vulnerabilities in the organization's web applications

a. METHODOLOGY

i. Assessment and testing focus on identifying key assets and targeting them to harvest information, just as an attacker would on the inside of the network. These tests will include:
   1) **In-Depth Company Profiling and Threat Modeling** – One of the values provided by testing is an understanding of what information can be gathered about your organization from open sources and, more importantly, what attackers can do with it. We will use various tools and resources to collect public information about your organization and couple it with custom threat modeling to perform targeted attacks and report on them.

2) **Host Discovery and Service Identification** – BHIS identifies hosts using several network scanning techniques. By employing different techniques, we can quickly obtain a list of assets and enumerate the services on them.
3) **Vulnerability Discovery** – To further identify risk, a vulnerability scan is specifically tuned for the environment and then executed. This scan can be run across the network and is used as a baseline for exploitation.
4) **Web Services Enumeration** – BHIS will investigate the web applications discovered during vulnerability scanning. This investigation is intended to provide a high-level overview of the individual application configurations at a high level. BHIS will look for application framework components with known vulnerabilities. Additional testing may include a review of multi-factor enforcement practices where possible and applicable.
5) **Password Spraying and Credential Stuffing** – As the threat landscape continues to change, so do threat actor tactics. Common attacks include password spraying, where adversaries guess a single password against a large number of probable users. These attacks are often hard to detect for several reasons. Credential stuffing will also be attempted, where permissible, to determine if breached credentials associated with an organization's domain and user population have been reused on corporate login portals.

BHIS BACKGROUND WITH NETWORK ASSESSMENTS AND PENETRATION TESTS

1. The staff at BHIS hold multiple certifications in the area of network assessment and network penetration testing. However, certifications often don't tell the whole story.
2. Our training organization, Antisyphon, also provides a broad spectrum of cybersecurity training that is written and delivered by industry practitioners. Many of our testers are also alums of the SANS Technology Institute, as instructors, course creators, or both.

ANTISYPHON CYBER RANGE

1. As part of this SOW, all Black Hills Information Security (BHIS) customers will gain access to an online cyber range for up to five people from their team. This environment contains over 100 different challenges ranging from network, active directory and host-based threat hunting, web application attacks and security, operating system security, and forensics. This SOW item is available upon request for up to one year after SOW start.

   a. CHALLENGES

      i. After registration is complete and you've successfully logged into the Antisyphon Cyber Range Scoreboard, you will gain access to the Antisyphon Cyber Range challenges.



Antisyphon Cyber Range Challenge Types

   b. THERE ARE SEVEN DIFFERENT CHALLENGE TYPES:

      i. Cryptography
      ii. Reconnaissance
      iii. Web Exploitation
      iv. Reverse Engineering
      v. Forensics
      vi. Penetration Testing
      vii. Other

2. Many of these challenges have hints to help people through them.

3. The goal of any SOW with BHIS is to help wholly strengthen our customers' teams. We fundamentally believe that training should be part of any SOW we sign. Because of this, we make this cyber range available to all our customers.
4. ACE-T™ stands for "Antisyphon Cyber Education Testing." Individuals can get ACE-T™ certified by completing challenges in the Antisyphon Cyber Range, which contains a variety of challenges related to cryptography, forensics, penetration testing, reconnaissance, reverse engineering, and web exploitation. The Cyber Range currently has ten levels of ACE- T™ certification for users to work through.
   ACE-T™ certification allows users to demonstrate their infosec expertise to colleagues, management, and HR personnel alike. Users also share their ACE-T™ certification level with others by having them look up their name at the following URL: https://lookup.hackhills.com/.

BLACK HILLS INFORMATION SECURITY TO CUSTOMER

1. SCHEDULE AND COORDINATION
   a. Establishment of test dates
   b. Project plan
   c. Selection of tester(s)
2. RULES OF ENGAGEMENT CALL
   a. Review of scope
   b. Communication Protocol
   c. Confirmation of penetration testing start dates and times
3. REPORT DELIVERY AND REVIEW PROCESS
   a. Report detailed testing results, as described in the Report Format section below:
   b. First copy will be considered "draft pending customer comments/input"
   c. The first copy will be issued no later than 10 business days from the completion of work. Customer then has 10 business days to review the report, add comments, and request changes. BHIS then has 5 business days to issue a response and deliver the final report. Further reasonable revisions are up to the discretion of the tester(s) yet, all reporting requests will not exceed 30 calendar days past initial report delivery.
   d. If no comments/input are received, the "Draft" will be considered "Final"
   e. BHIS will invoice upon report delivery.
4. POST-ENGAGEMENT SUPPORT AND SECURITY RECOMMENDATIONS
   a. General recommendations for improvement of organizational security
   b. Customer's questions will be answered for 90 days following completion of work. BHIS cannot guarantee tester's continued availability after this point.
5. SECURITY ASSESSMENT REPORT STRUCTURE
   a. Black Hills Information Security (BHIS) will compile each phase of the security assessment into a report containing the following:
      i. **EXECUTIVE SUMMARY** – A highlight of the major problems found and high-level recommendations that address the specific issues, tailored for an executive-level audience. An overall risk analysis rating relative to the discovered findings will also be assigned and described in this section.
      ii. **METHODOLOGY** – A complete description of all testing performed, including instructions for recreating the test scenarios so that the organization can re-test after mitigating controls have been implemented (as available).
      iii. **FINDINGS** – A complete description of each major vulnerability found, including details on how it was exploited and what information or level of access was obtained as a result. This section will also contain:

1) DISCUSSION – A description of how the documented vulnerability could affect the organization if an attacker exploited it
2) RECOMMENDATIONS – A detailed description of how to fix the vulnerability (as available), including command and configuration examples. Also included are any organizational improvements to policy and/or processes that will help remediate the vulnerability
3) RESOURCES – Links to information about the vulnerabilities that were found and remediation guides (as available)

iv. **SUPPORTING DATA ARCHIVE** – An archive of all tool output and vulnerability scan reports. The archive will also include:
1) Listing of all open ports and likely services based upon fingerprinting and analysis techniques
   a) Results of Any Specific Testing (as applicable)
      i) For example, password cracking, wireless assessments, social engineering, and port scanning will be included. Each vulnerability or exposure will be documented in the format described above.

v. **REMEDIATION VALIDATION (OPTIONAL)**
1) This is also known as a remediation check of reported findings and can be added as an option as one day blocks of $2,500. Remediation validation must be completed within 30-60 days from the Initial Report. Ongoing remediation validations are limited to one validation. Remediation validations cannot be performed on Assumed Compromise, Red Team, Physical, and Wireless tests.

CUSTOMER TO BLACK HILLS INFORMATION SECURITY

1. Signed agreement (see separate MSA)
2. BHIS strongly suggests testing occur on non-production systems and databases (for web application penetration testing). When needed, we can accommodate two phase engagements, where testing occurs on non-production assets with some issues validated later on production.
3. Authentication credentials for the web application(s) to be tested
4. Remote access via VPN or other compatible remote access method
5. Scoping document with scope authorization. Generated with project management team following award of SOW.
6. BHIS will need access to customers testing environment for the 2 weeks of the reporting period
7. Primary Project Contact and Primary Technical Contact information:

Primary Project	Primary Technical (if different)
Name: Derek Gumaer	Name:
Title:	Title:
Email:	Email:

8. Please note, the project management team will generate a scoping checklist in conjunction with the BHIS customer during meetings, following the signing of the statement of work. Below is a breakdown of some of the items typically covered in the scope checklist.
   a. Targets or technical points of focus
   b. Primary and backup points of contact
   c. Notification procedures for critical findings
   d. Authorized testing timeframes
   e. Notification procedures and protocols for customer points of contact
   f. Meetings, notifications, and contact frequency and format
   g. Sensitive and/or prohibited ranges and systems
   h. Customer guidance to testers
   i. Etc.

PROJECT TIMING

1. The timing of this project will be determined following signature of SOW/statement of work. The schedule will be generated by the BHIS project team, following coordination with Customer regarding deadlines, tester availability, and customer enterprise environmental factors (e.g., remote access, test string availability, blackout dates, support personnel etc.). No guarantees on scheduling can be made that are not identified in this section.
2. BHIS has not preplanned this work.
3. Work that has not been preplanned may take 6-12 or more weeks to commence, starting from the date of a signed SOW/statement of work. This estimate is based on current workloads, resources, and projections.
4. Cancellation or rescheduling of work without four weeks prior notice will incur an additional charge.
5. The following schedule may be enforced if BHIS is not able to reschedule work to avoid idling a tester.
   a. Less than 4 weeks' notice incurs an additional 20% charge
   b. Less than 2 weeks' notice incurs an additional 50% charge
   c. Day of start or within testing time frame incurs an additional 100% charge
6. BHIS will make a reasonable effort to reschedule work for testers and avoid the additional charge. Additional charge shall be assessed only on the portion of a test that is delayed or cancelled.
7. The table below is listed for planning and estimation purposes. This reflects time on keyboard or on-site actively engaged in the testing methodology. It does not include planning, coordination, set up, reporting or debriefing the customer. As all BHIS engagements are timebound, proper guidance from Customer will result in optimal coverage within the time constraints.

Service	Estimated Active Tester Time for Planning Purposes
External Network Penetration Test <40 Live IPs	3 days
Antisyphon Cyber Range	Within a Year

8. Fee(s) include(s) project setup, coordination, test preparation, standard report production, report review, report editing, and comment resolution. Any work beyond this description and the work described in each section above should be discussed with the BHIS team prior to signing this SOW. All line items are timebound.

Remote Testing	Estimated Active Tester Time for Planning Purposes
External Network Penetration Test <40 Live IPs	3 days
Onsite Testing	
NA	NA
Subtotal	
Assessment Total (not including any applicable travel expenses)	

Included Services	USD
5 Licenses for any John Strand On Demand or Live Classes	Included
Antisyphon Cyber Range	Included

9. There is no decrease in cost if the customer chooses not to select the included service. The included service is available upon customer request.
   a. NOTE: Daytime/business hours testing is assumed. Daytime/business hours are defined as 8am ET to 6pm PST, Monday through Friday. Automated scanning may be run off-hours but not penetration testing.
10. Remediation validation (remediation check of reported findings) can be added as an option as one day blocks. Remediation validation must be completed within 30-60 days from the Initial Report. Ongoing remediation

validations are limited to one validation. Remediation validations cannot be performed on Assumed Compromise, Red Team, Physical, and Wireless tests.

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

GENERAL RESPONSIBILITIES AND ASSUMPTIONS

- Customer is responsible for providing all access that is reasonably necessary to assist and accommodate Seller's performance of the Services.
- Customer will provide in advance and in writing and Seller will follow, all applicable Customer's facility's safety and security rules and procedures.
- Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment, other than solely as a result of Seller's gross negligence and willful misconduct.
- Customer acknowledges that in order to efficiently and effectively perform the Services CDW may need to collect information from Customer's systems by using software tools developed or used by CDW ("Tools"). In some cases, these Tools will need to be loaded onto the Customer's systems to gather necessary information, and CDW may also use them to make changes in the Customer's systems consistent with the agreed upon scope. Tools will be used only for purposes of performing the Services and will be removed or automatically deleted when CDW has completed use of them. Customer hereby consents to CDW's use of the Tools as set forth in this paragraph.
- Upon completion of the Services, Customer is responsible for disabling or deleting all CDW coworker access credentials and completing any other necessary steps to ensure that access to all of Customer's environments has been permanently terminated for all CDW coworkers and contractors that were part of this engagement.
- This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.

CONTACT PERSONS

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule ("**Anticipated Schedule**") based on Seller's project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

The following scheduling scenarios that trigger delays and durations to extend beyond what's been planned may require a Change Order:

- Site preparation, such as power, cabling, physical access, system access, hardware/software issues, etc. must be completed in a timely manner.
- Project tasks delegated to Customer PMs/Engineers/Techs/Management/Resources must be completed in a timely manner. For example, in the event a project 's prioritization is demoted, and Customer resources are reallocated causing the project's schedule to extend on account of experiencing interruptions to its momentum requiring complete stop(s) and start(s).
- External projects/dependencies that may have significant impact on the timeline, schedule and deliverables. It is Seller's assumption that every reasonable attempt will be made to mitigate such situations.

TOTAL FEES

The total fees due and payable under this SOW ("**Total Fees**") include both fees for Seller's performance of work ("**Services Fees**") and any other related costs and fees specified in the Expenses section ("**Expenses**").

Seller will invoice for Total Fees. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein. The pricing included in this SOW expires and will be of no force or effect unless it is signed by Customer and Seller within thirty (30) days from the Date listed on the SOW, except as otherwise agreed by Seller. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.
This SOW may include multiple types of Services Fees; please reference below Services Fees section(s) for further details.

SERVICES FEES

Services Fees hereunder are FIXED FEES, meaning that the amount invoiced for the Services will be $19,000.00.

The invoiced amount of Services Fees will equal the amount of fees applicable to each completed project milestone (see Table below).

Milestone	Percentage	Fee
Project Completion	100%	$19,000.00
Totals	**100%**	**$19,000.00**

Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Client receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Client 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 Client'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.

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes. The County agrees to provide exemption certificates to Service Provider upon request.

EXPENSES

Neither travel time nor direct expenses will be billed for this project.

TRAVEL NOTICE

The Parties agree that there will be no travel required for this project. All services under this SOW will be performed remotely.

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations ("**Customer-Designated Locations**")

Location	Address
Main	301 SE INNER LOOP STE 105, georgetown, TX 78626

SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

CDW Government LLC	**WILLIAMSON COUNTY, TX**
By: Alexander M Goes (Mar 5, 2025 11:50 CST)	By:
Name: Services Contracts Manager	Name:
Title: Services Contract Manager	Title:
Date: Mar 5, 2025	Date:
Mailing Address:	Mailing Address:
200 N. Milwaukee Ave.	301 SE INNER LOOP STE 105
Vernon Hills, IL 60061	GEORGETOWN, TX 78626-8207

Reviewed by General Counsel's Office
Jennifer Miller
General Counsel, Commissioners Court
Date: Mar 11 2025 Time: 12:41 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Mar 11 2025 Time: 12:31 pm

Commissioners Court - Regular Session **32.**

Meeting Date: 03/25/2025

Approval of Contract with Central Square Technologies, LLC connecting Brazos to the Records Management System, Constables Precinct 4 for Information Services Department

Submitted For: Joy Simonton **Submitted By:** Sandra Malcolm, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving contract #2025169 between Williamson County and Central Square Technologies, LLC for the connection of Brazos to the Records Management System (RMS), Constables at Precinct #4, for IT Services, with no charge to the county and authorizing the execution of the contract.

Background

This agreement will provide Central Square with the ability to connect Brazos to RMS for the Constables in Precinct #4. Enabling the Constables to have the information from a ticket created using the Brazos ticket writer to be automatically transferred over to RMS without having to be entered manually. This is already in place for the Sheriff's department and other Constable's Offices in the county. Precinct #4 is just being added. This will be done at no cost to the county. Origination #2228. The Department's point of contact is Michael Moody.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Central Square quote

1295 Form

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/19/2025 09:18 PM
County Judge Exec Asst.	Andrea Schiele	03/19/2025 10:39 PM
Form Started By: Sandra Malcolm		Started On: 03/04/2025 08:59 AM
Final Approval Date: 03/19/2025		

Quote prepared on:
March 13, 2025
Quote prepared by:
Ashley Ainsworth
ashley.ainsworth@centralsquare.com

Quote #: Q-198779
Primary Quoted Solution: ONESolution PS
Quote expires on: August 09, 2025

Quote prepared for:
Donnel Spicer
Williamson County Sheriff's Office
301 SE Inner Loop Road, Suite 105
Georgetown, TX 78626
(512) 943-1300

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at www.centralsquare.com.

WHAT SERVICES ARE INCLUDED?

	DESCRIPTION	TOTAL
1.	Public Safety Consulting Services - Fixed Fee	390.00
2.	Public Safety Project Management Services - Fixed Fee	1,170.00
3.	Public Safety Technical Services - Fixed Fee	4,680.00

Services Subtotal	6,240.00 USD
Discount	- 6,240.00 USD
Services Total	0.00 USD

QUOTE SUMMARY

Services Subtotal	6,240.00 USD
Quote Subtotal	6,240.00 USD

CENTRALSQUARE

Quote prepared on:
March 13, 2025
Quote prepared by:
Ashley Ainsworth
ashley.ainsworth@centralsquare.com

Discount	- 6,240.00 USD

Quote Total **0.00 USD**

Please note for this zero dollar quote the addition carried over from original quote Q-00026044.

WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	0.00
FIRST YEAR RECURRING SERVICES TOTAL	0.00

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance.

Annual Maintenance and Subscriptions renewals shall be due on the anniversary of the Delivery Date*. Annual Maintenance and Subscription Fees are subject to increase as outlined in the Master Agreement.

*Delivery Date: For on-premise Solutions, Delivery shall be when CentralSquare delivers to Customer the initial copies of the Solutions outlined above by whichever the following applies and occurs first (a) electronic delivery, by posting it on CentralSquare's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method, or (c) installation, or (d) delivery of managed services server. Physical shipment is on FOB - CentralSquare's shipping point, and electronic delivery is at the time CentralSquare provides Customer with access to download the Solutions. For cloud-based Solutions Delivery shall be whichever the following applies and occurs first when Authorized Users have (a) received log-in access to the Solution or any module of the Solution or (b) received access to the Solution via a URL.

Quote prepared on:
March 13, 2025
Quote prepared by:
Ashley Ainsworth
ashley.ainsworth@centralsquare.com

BILLING INFORMATION

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of $21.37656 will be shown as a Unit Price of $21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

PAYMENT TERMS

License Fees & Annual Subscriptions
- 100% Due Upon Contract Execution

Contract Startup
- 100% Due Upon Contract Execution

Hardware & Third-Party Software
- 100% Due Upon Contract Execution

Services
- Fixed Fee: 100% Due Upon Completion of Services
- Time & Material: Due as Incurred

Third-Party Services
- Fixed Fee: 50% Due Upon Contract Execution; 50% Due Upon Completion
- Time & Material: Due As Incurred

Travel & Living Expenses
- Due as Incurred

CENTRALSQUARE

Quote prepared on:
March 13, 2025
Quote prepared by:
Ashley Ainsworth
ashley.ainsworth@centralsquare.com

PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [ ] No [ ]

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number: _____

Initials: _____

Williamson County Sheriff's Office

Signature: _____

Name: _____

Date: _____

Title: _____

Reviewed by General Counsel's Office
Jennifer Miller
General Counsel, Commissioners Court
Date: Mar 18 2025 Time: 12:40 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Mar 18 2025 Time: 9:24 am

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1280455

Date Filed:
03/12/2025

Date Acknowledged:
03/13/2025

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

CentralSquare Technologies LLC
Lake Mary, FL United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County Sheriff

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2025169
Connecting Brazos to RMS for Constables 4

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Kotzabasakis, Manolis	Lake Mary, FL United States	X	
Grilliot, Sara	Lake Mary, FL United States	X	
Medintz, Barry	Lake Mary, FL United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

Docusign Envelope ID: 3D6068AA-039E-458A-8C9F-8752ACE8CEF1

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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2025169
Connecting Brazos to RMS for Constables 4

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Kotzabasakis, Manolis	Lake Mary, FL United States	X	
Grilliot, Sara	Lake Mary, FL United States	X	
Medintz, Barry	Lake Mary, FL United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Barry Medintz, and my date of birth is [redacted].

My address is [redacted].
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Seminole County, State of Florida, on the 12th day of March (month), 20 25 (year).

DocuSigned by:
Barry Medintz
3EE6CC455504B4EE...
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **33.**

Meeting Date: 03/25/2025

Approval of Service and Purchase Addendum for new VPN gateways from CDW-G for Information Systems

Submitted For: Joy Simonton **Submitted By:** Barbi Hageman, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on the approval of the Service and Purchase Addendum #2025179 between Williamson County and CDW-G for new VPN gateways and assistance with firewall clean up in the amount of $52,520.00 in accordance with Omnia Partners Region 4 Education Services Center #R210401.

Background

The approval of this Addendum will benefit Williamson County Information Services per the Scope of Work to clean up the Panorama and two firewall environments and create new VPN gateways that use Azure for Authentication and Duo. Funding sources is 01.0100.0503.004100 as per the FY25 budget. Origination #2257. The department point of contact is Rory Tierney. CDW-G is a publicly traded company therefore no 1295 is required.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Addendum

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/19/2025 01:36 PM
County Judge Exec Asst.	Andrea Schiele	03/19/2025 11:04 PM
Form Started By: Barbi Hageman		Started On: 03/17/2025 10:32 AM
Final Approval Date: 03/19/2025		

WILLIAMSON COUNTY
ADDENDUM FOR CDW GOVERNMENT LLC
OMNIA CONTRACT #R210401
Statement of Work 149383

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS ADDENDUM FOR CDW GOVERNMENT LLC SERVICES AGREEMENT is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **CDW GOVERNMENT, LLC.** (hereinafter "Service Provider"), both of which are referred to herein as the parties. The County agrees to engage CDW GOVERNMENT LLC as an independent contractor, to provide certain services described herein pursuant to the following terms, conditions, and restrictions:

I.

No Waiver of Sovereign Immunity or Powers: Nothing in this Addendum will be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge.

II.

Texas Laws Applicable to Indemnification: Service Provider indemnifications or statues of limitations shall be to the extent authorized under Texas law and shall follow law without modifying the County's rights.

III.

Compliance With All Laws: Service Provider agrees to and will comply with all local, state or federal requirements with respect to the services rendered.

IV.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this Addendum.

V.

Entire Contract & Incorporated Documents; Conflicting Terms: This Addendum constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this Addendum include the following:

A. This Addendum;
B. As described in the attached Statement of Work 149383 being marked Exhibit "A," which is incorporated to the extent the Proposal meets or exceeds the requirements of County's solicitation, if applicable;
C. The cooperative purchasing contract Omnia Coop #R210401, incorporated by reference and

Due to the expenditure of public funds and based on public policy, any conflicting terms will be resolved in favor of Williams County in the discretion of the Willaimson County Commissioners Court.

VI.

Payment: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the Customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the Customer 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 the Customer'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.

VII.

Right to Audit: Service Provider agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that the County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

VII.

Venue and Applicable Law: Venue of this Contract shall be Williamson County, Texas and the laws of the State of Texas shall govern all terms and conditions.

IX.

Mediation: The parties agree to use mediation for dispute resolution prior to a formal legal action being taken on this Contract.

X.

County Judge or Presiding Officer Authorized to Sing Contract: The presiding officer of the Customer's governing body who is authorized to execute this instrument by order duly recorded may execute this Addendum on behalf of the Customer.

IN WITNESS WHEREOF, that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:	**CDW GOVERNMENT LLC:**
_____	Chris Schroeder
Authorized Signature	Authorized Signature
_____	Chris Schroeder
County Judge/Presiding Officer	Printed Name
Dated: _____ _____, 20____	Dated: March 12 _____, 20 25

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Mar 12 2025 Time: 2:07 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Mar 12 2025 Time: 12:43 pm

Exhibit “A”
Statement of Work 149383

STATEMENT OF WORK

Project Name:	Williamson County - 2024.11.21 - Security	**Seller Representative:** Liam McNamara +1 (703) 2628156 liammcn@cdw.com
Customer Name:	WILLIAMSON COUNTY, TX	
CDW Affiliate:	CDW Government LLC	
Date:	March 06, 2025	**Solution Architect:** Eric Holmes David Barron
Drafted By	Paul Davila	**Specialty Resource** Jarrod Pagac

This statement of work ("**Statement of Work**" or "**SOW**") is made and entered into on the last date that this SOW is fully executed as set forth below ("**SOW Effective Date**") by and between the undersigned, CDW Government LLC ("**Provider**," and "**Seller**,") and WILLIAMSON COUNTY, TX ("**Customer**," and "**Client**,").

This SOW is subject to the terms and conditions of the OMNIA Partners Region 4 Education Services Center "ESC" Contract #R210401 held by CDW Government LLC with an effective date of June 1, 2021 (the "**Agreement**"). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement.

PROJECT DESCRIPTION

PROJECT SCOPE

Seller will assist Customer with Palo Alto 820 and 3220 health checks, with up to 40 hours of remediation, plus migration from Palo Alto 820 firewalls to an Active/Standby pair of Palo Alto 1420 Next Generation Firewall appliances that will act as internet edge firewalls and Global Protect gateways. The professional services engagement includes:

- Palo Alto Firewall Health Check
- Palo Alto Global Protect Review and Configuration
- Palo Alto Firewall Migration

FIREWALL PROJECT OVERVIEW

Site	Model	HA	NAT	ACLS	L2L Tunnels	RAVPN Profiles
ESOC	820	A/S	150	213	9	1
Jail	3220	A/S	150	213	9	1

APPROACH

Seller will follow a phased approach to deliver the services shown above. The following phases will be utilized to achieve the objective stated above.

PROJECT KICK-OFF MEETING

Seller will begin with a project kick-off meeting with Customer core project team. The kick-off meeting will last approximately one hour and will include:

- Introductions of Customer and Seller team members
- Establishment of roles and the scheduling of the first engineering discovery session
- Knowledge transfer and review of your company and vision
- Review of Customer-provided information and clarification of questions
- Review of goals for the project

FIREWALL DISCOVERY AND REQUIREMENTS GATHERING

During the discovery and requirements gathering phase, Seller will work with the customer to identify pertinent information that will drive the design and implementation of the Palo Alto Firewall Solution. During this phase, Seller will work with key Customer project stakeholders to:

- Identify Customer's business and technical requirements
- Review Customer's existing infrastructure that is relevant to the success of the project
- Discuss Palo Alto firewall management, features, and capabilities
- Discuss and review high availability options
- Discuss Customer's security policy and methods for enforcement leveraging Palo Alto firewall appliances
- Review Customer's existing firewall configuration
- Review requirements for firewall policy migration leveraging Palo Alto's Firewall Migration Tool

PLANNING AND DESIGN

During the Planning and Design phase, Seller will work with customer to design the Palo Alto solution and plan the firewall implementation. This phase may include but not limited to the following items:

- Plan implementation activities based on information collected during the requirements gathering phase
- Review required network architecture changes needed to accommodate the new firewall(s)
- Placement of firewall(s) along with physical and logical connectivity
- Design firewall high availability
- Design and Plan Panorama integration
- Plan and design firewall rules and NGFW features
- Plan and design required user identity policies
- Plan and design Site to Site VPN tunnel(s)
- Plan and design Remote Access VPN
- Document the proposed design and conduct a review with key Customer project stakeholders
- Plan Palo Alto Migration Tool installation and setup

IMPLEMENTATION AND TESTING

Customer and Seller will implement the Palo Alto firewall solution to satisfy the requirements and design that were discussed in the Discovery phase of the project. This phase may include but not limited to the following items:

- Configure and Implement Panorama based on the design and planning phase
    - Basic settings and administrative access
    - Integration with physical Palo Alto firewall appliances
- Configure and Implement Palo Alto firewall appliances based on the design and planning phase
    - Perform any necessary reimaging or updates to software to accommodate design
    - Physical and logical connectivity

    - Security Zones
    - Static and or dynamic routing
    - NAT/PAT policies
    - Access Control policies
    - High availability
    - Application policies
    - Threat Prevention Policies
    - Wildfire policies
    - URL filtering policies
    - DNS Inspection and Sinkhole policies
    - Site to Site VPN(s)
    - Global Protect Remote Access VPN Implementation and Pilot - Seller will work with customer to implement, pilot, and test VPN profiles for up to (15) user(s).
- Test Palo Alto firewall solution for proper operations
- Migrate existing firewall policy leveraging the Palo Alto's Firewall Migration Tool

FIREWALL HEALTH CHECK

The goal of the health check is to identify any firewall design, components, or configurations that may prevent a successful firewall upgrade.

During the firewall health check, Seller will leverage its experience with Palo Alto firewalls to help the customer avoid potential issues. Seller will review the Customer's existing firewall and Panorama deployment and make recommendations on design or configuration changes that are needed to improve their firewall environment. The firewall health check may include but not limited to the following items:

- Firewall Environment Review– Seller will work with Customer to understand their firewall environment, related components, and challenges, for up to:
    - (1) each Active/Standby pair of PAN 3220 and PAN 820 firewalls
    - (1) Panorama virtual appliance(s)
    - (2) "Palo Alto NGFW Deployment(s)"
    - (1) Panorama Appliance(s)
- Firewall Design and Configuration Review – Seller will analyze the current firewall design and configuration to look for gaps or deficiencies in the following areas:
    - Management connectivity
    - Firewall resiliency
    - Software version and patch levels
    - Firewall networking configurations
    - Firewall features and the corresponding firewall configurations
- Problem Investigation - Seller will investigate challenges presented by Customer during the firewall environment review session and any problems revealed during the design and configuration review.
- Findings Report and Presentation - Seller will present the Health Check findings during a review session with Customer.
- Remediation - Seller has allocated (40) hour(s) to assist in remediating issues discovered during the Health Check. Customer and Seller will work together to determine which specific issues, if any, need to be remediated. If additional hours are needed for the Seller to fully resolve the issues Customer can request a Change Order.

CUTOVER AND FIRST DAY SUPPORT

Cutover - Seller will work with Customer to move the Palo Alto firewall solution into production. The firewall cutover will take place during a scheduled maintenance period. Once the cutover is complete Seller will work with Customer to test the

Palo Alto firewall solution for proper operations. In addition, Seller will assist Customer with required application testing to validate firewall policy and configurations.

First Day of Support - On the first product day following the cutover, Seller will provide day one support to assist the customer with any issues that may be present. Seller will review configurations and make modifications to the firewall configuration as needed to account for the Customer's unique environment.

KNOWLEDGE TRANSFER AND DOCUMENTATION

Seller will provide up to (4) hour(s) of basic knowledge transfer for the Palo Alto Firewall deployment. Topics included are operational tasks, configuring policies, and generating reports. Seller will also review deliverables created during the project.

PROJECT CLOSURE

The Seller project team will participate in a project closure meeting where the project history will be reviewed, and the final project documentation will be delivered to the Customer.

CUSTOMER RESPONSIBILITIES

Customer is responsible for the following:

1. Providing Seller staff with appropriate physical and/or network access to perform tasks defined in this statement of work.
2. Providing all change control procedures, notifications and maintenance windows that are necessary for the performance of this project.
3. Providing a resource who is familiar with the existing firewall solution.
4. Providing any hardware, software, and/or certificates that are required for installation.
5. Configuration of their LDAP or Active Directory environment when integrating with the Palo Alto solution. Seller will provide guidance on the required configuration for integration.
6. Providing documentation for required connectivity through the firewall that includes source IP, destination IP, port, protocol information, and network address translation requirements. If traffic analysis is required to determine the appropriate connectivity information; it may result in a revision of the services estimate.
7. Providing racking, cabling, and powering of all equipment. Customer to verify there is adequate power, UPS, rack space, and network connectivity for the devices included on the bill of materials.
8. Providing application testing to be performed during cutover(s).
9. Providing a supported virtualization environment for any Palo Alto components that are to be virtualized.
10. Coordinating and communicating configuration changes to site-to-site VPN(s). A change order may be needed to add additional hours for maintenance windows that must be rescheduled due to Third-Party vendors not being available.
11. Production rollout and communication of Global Protect VPN services to their users.

PROJECT ASSUMPTIONS

This SOW is based on the following assumptions.

1. Seller will review initial low-level design with Customer. After mutual agreement, Customer will sign off on acceptance of the design. Any subsequent changes to the design can be made by requesting a Change Order. Seller implementation of the Change Order may be billed at additional cost on a Time and Materials basis.
2. Project will require Customer to migrate firewall policies from an old firewall to the new Palo Alto firewall platform. As a part of the firewall migration effort, Seller assumes that:
    a. Hours estimated to complete the project are based on Seller leveraging Palo Alto's Firewall Migration Tool to convert existing firewall interfaces, static routes, objects, NAT/PAT, Access Control Policies and L2L tunnels.
    b. Existing firewall configurations will be migrated as-is and consists of:

i. No more than (8) Interfaces/Zone(s)
ii. No more than (38) Object(s)
iii. No more than (213) Access Control Rule(s)
iv. No more than (150) NAT/PAT statement(s)
v. No more than (9) L2L tunnel(s)

c. For features or configurations that will not be migrated using Palo Alto's Firewall Migration Tool, Seller will configure:
   i. No more than (3) Antivirus profile(s)
   ii. No more than (3) Anti-Spyware profile(s)
   iii. No more than (3) Vulnerability Protection profile(s)
   iv. No more than (3) Data Filtering profile(s)
   v. No more than (3) File Blocking profile(s)
   vi. No more than (3) URL Filtering profile(s)
   vii. No more than (3) WildFire Analysis profile(s)
   viii. No more than (3) DNS Inspection profile(s)
   ix. No more than (1) Remote Access VPN profiles

3. Customer's existing Panorama deployment will be leveraged to manage the new Palo Alto Firewall appliances. Seller assumes that the Customer's existing Panorama deployment is configured and working as expected. A change order may be needed to remediate issues with existing Panorama deployment to successfully integrate with Palo Alto firewall solution.
4. Work will be performed remotely where possible and onsite for the Jail location.
5. Additional service hours may be required as a result of changes or other unforeseen complexities as determined during the project.

OUT OF SCOPE

Tasks outside this SOW include, but are not limited to:

1. Training documentation
2. Configuration of any other network equipment not directly related task of implementing and/or upgrading the Palo Alto firewall Solution
3. Racking, cabling, and powering hardware equipment
4. Configurations or designs not supported by Palo Alto
5. Firewall Configuration Cleanup and Optimization
6. Certificate distribution of certificates or configuration of existing PKI solution

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

ITEM(S) PROVIDED TO CUSTOMER

Item	Description	Format
Health Check Findings Report	A document that records the findings identified during the firewall health check and potential solutions	PDF
Design and Deployment Document	A document that outlines the firewall design and deployment details	PDF
Network Diagram	Diagram of logical and physical connectivity	Visio

Item	Description	Format
Migration Plan	A document that details the firewall migration plan	PDF

GENERAL RESPONSIBILITIES AND ASSUMPTIONS

- Customer is responsible for providing all access that is reasonably necessary to assist and accommodate Seller's performance of the Services.
- Customer will provide in advance and in writing and Seller will follow, all applicable Customer's facility's safety and security rules and procedures.
- Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment, other than solely as a result of Seller's gross negligence and willful misconduct.
- Customer acknowledges that in order to efficiently and effectively perform the Services CDW may need to collect information from Customer's systems by using software tools developed or used by CDW ("Tools"). In some cases, these Tools will need to be loaded onto the Customer's systems to gather necessary information, and CDW may also use them to make changes in the Customer's systems consistent with the agreed upon scope. Tools will be used only for purposes of performing the Services and will be removed or automatically deleted when CDW has completed use of them. Customer hereby consents to CDW's use of the Tools as set forth in this paragraph.
- Upon completion of the Services, Customer is responsible for disabling or deleting all CDW coworker access credentials and completing any other necessary steps to ensure that access to all of Customer's environments has been permanently terminated for all CDW coworkers and contractors that were part of this engagement.
- This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.

PROJECT MANAGEMENT

Seller will assign a project management resource to perform the following activities during the project:

1. **Kickoff Meeting**
    - Coordinate and facilitate kickoff meeting
    - Review SOW including project objectives, schedule, and logistics
    - Identify and confirm project participants
    - Discuss project prerequisites
    - Create and distribute escalation and contact lists
2. **Project Schedule or Plan**
    - Create a project plan that details the schedule and resources assigned to the project. The schedule should align with the estimated project duration as established in the Project Scheduling section.
    - Monitor project scope and expectations
    - Identify and manage project risks
    - Monitor the status and progress of the project and the quality of items provided
    - Communicate at regular intervals as agreed upon
    - Ensure project timelines, dependencies, budgets, and closure are met within the project lifecycle
3. **Status Meetings and Reports**

- Status meetings will be conducted on a regular cadence schedule to proactively identify any issues that may arise in order to mitigate risk
- Scheduling will be based on agreement with stakeholders, the estimated project duration, and budget available
- Seller and Customer will discuss action items, tasks completed, tasks outstanding, risks, issues, key decisions, and conduct a budget review
- The project management resource will document and distribute meeting notes and/or action items for all meetings, and will act as the main POC to Customer, if requested

4. **Change Management**
   - When a change to a project occurs, the Seller's project change control process will be utilized
   - The project management resource will facilitate any necessary change order(s) and administrative task(s) as necessary
5. **Project Closure**
   - Once verbal scope completion is confirmed, a written Project Closure Acceptance will be provided for client to formally acknowledge
   - If desired, the project team will meet to recap, answer any questions, and address project transition activities and next steps

CONTACT PERSONS

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule ("**Anticipated Schedule**") based on Seller's project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

The following scheduling scenarios that trigger delays and durations to extend beyond what's been planned may require a Change Order:

- Site preparation, such as power, cabling, physical access, system access, hardware/software issues, etc. must be completed in a timely manner.
- Project tasks delegated to Customer PMs/Engineers/Techs/Management/Resources must be completed in a timely manner. For example, in the event a project 's prioritization is demoted, and Customer resources are reallocated causing the project's schedule to extend on account of experiencing interruptions to its momentum requiring complete stop(s) and start(s).
- External projects/dependencies that may have significant impact on the timeline, schedule and deliverables. It is Seller's assumption that every reasonable attempt will be made to mitigate such situations.

TOTAL FEES

The total fees due and payable under this SOW ("**Total Fees**") include both fees for Seller's performance of work ("**Services Fees**") and any other related costs and fees specified in the Expenses section ("**Expenses**").

Seller will invoice for Total Fees. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein. The pricing included in this SOW expires and will be of no force or effect unless it is signed by Customer and Seller within thirty (30) days from the Date listed on the SOW, except as otherwise agreed by Seller. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.
This SOW may include multiple types of Services Fees; please reference below Services Fees section(s) for further details.

SERVICES FEES

Services Fees will be calculated on a TIME AND MATERIALS basis.

The invoiced amount of Services Fees will equal the rate applicable for a unit of a service or resource ("Unit Rate") multiplied by the number of units being provided ("Billable Units") for each unit type provided by Seller (see Table below).

Services Fees of $52,520.00 is merely an estimate and does not represent a fixed fee. Neither the Billable Units of 198 nor the Services Fees are intended to limit the bounds of what may be requested or required for performance of the Services.

The rates presented in the table below apply to scheduled Services that are performed during Standard Business Hours (meaning 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding holidays). When Seller invoices for scheduled Services that are not performed during Standard Business Hours, Services Fees will be calculated at 150% of the Unit Rates. For any unscheduled (i.e., emergency) Services performed at any time of the day, Services Fees will be calculated at 200% of the Unit Rates.

Any non-Hourly Units will be measured in one (1) unit increments when Services are performed remotely or at any Customer-Designated Location(s) (as defined below).

Any Hourly Units will be measured in one (1) hour increments with a minimum of one (1) hour billed each day Services are performed remotely and four (4) hours billed each day Services are performed at any Customer-Designated Location(s). When Hourly Seller personnel must travel more than two (2) hours a day to work at any Customer-Designated Location(s), there will be a minimum of eight (8) hours billed for each day (less travel time that is invoiced pursuant to the "Expenses" section below).

Upon notice, Seller may adjust the rates below, provided that the rates will remain fixed for at least six (6) months after the SOW Effective Date and then again for at least six (6) months after any subsequent adjustment.

The rates below only apply to Services specified in this SOW as it may be amended by one or more Change Order(s).

Unit Type	Unit Rate	Billable Units	Subtotal
Billable Travel Time – Per Hour	$230.00	10	$2,300.00
Senior Engineer – Per Hour	$250.00	120	$30,000.00
Senior Engineer – OT Per Hour	$375.00	35	$13,125.00
Project Manager – Per Hour	$215.00	33	$7,095.00
Estimated Totals		**198**	**$52,520.00**

Expenses

All services under this SOW will be performed remotely; therefore, neither travel time nor direct expenses will be billed for this project.

Travel Notice

The parties agree that there will be no travel required for this project.

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations ("**Customer-Designated Locations**")

Location	Address

SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

CDW Government LLC	**WILLIAMSON COUNTY, TX**
By: Chris Schroeder	By:
Name: Services Contracts Manager	Name:
Title: Services Contract Manager	Title:
Date: 3/12/2025	Date:
Mailing Address:	Mailing Address:
200 N. Milwaukee Ave.	301 SE INNER LOOP STE 105
Vernon Hills, IL 60061	GEORGETOWN, TX 78626-8207

Commissioners Court - Regular Session **34.**

Meeting Date: 03/25/2025

Approval of Services and Purchase Contract with Links Communications, Inc. for the Installation of Cameras and Cables for Information Services

Submitted For: Joy Simonton **Submitted By:** Sandra Malcolm, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Service and Purchase Contract #2025183 between Williamson County and Links Communications, Inc. for the installation of fifteen (15) cameras and cables in fifteen (15) different rooms for the IT department, in the amount of $3,750.00 and authorizing the execution of the contract.

Background

This Service and Purchase Contract will include the installation of fifteen (15) Meraki cameras and cables in fifteen (15) different IT rooms. Installation will be on the ceilings of six (6) IT rooms at the Justice Center, six (6) IT rooms at the Emergency Services Operations Center, and three (3) IT rooms at the Juvenile Justice Center. The funding source is from 01.0100.0503.004100 for FY25. Origination #2355. The department's point of contact is Tammy McCulley.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Links Service and Purchase Contract

1295 Form

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/19/2025 01:31 PM
County Judge Exec Asst.	Andrea Schiele	03/19/2025 03:17 PM
Form Started By: Sandra Malcolm		Started On: 03/18/2025 02:26 PM
Final Approval Date: 03/19/2025		

WILLIAMSON COUNTY
SERVICES AND PURCHASE CONTRACT
Links Communications, Inc.
(SOW Dated 3-10-2025)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS SERVICES AND PURCHASE CONTRACT (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Links Communications, Inc.** (hereinafter "Service Provider"), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services and purchase goods described herein pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The services include but are not limited to the services and work described in the attached **Statement Of Work (SOW) Dated 3-10-2025** being marked as **Exhibit "A,"** which is incorporated herein to the extent the SOW meets or exceeds the requirements of County's solicitation, if applicable.

Should the County choose to add services in addition to those described in **Exhibit "A"**, such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional services. Service Provider shall not begin any additional services and the County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

Service Provider represents that Service Provider (including Service Provider's agents, employees, volunteers, and subcontractors, as applicable) possess all certifications, licenses, inspections, and permits required by law to carry out the services and work described in **Exhibit "A."** The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure.

II.

Goods: Service Provider shall provide County the goods described in the attached SOW being marked as **Exhibit "A,"** which is incorporated herein to the extent it meets or exceeds the County's solicitation, if applicable.

Should the County choose to purchase goods in addition to those described in Exhibit "A", such additional goods shall be described in a separate written amendment to this Contract wherein the additional goods shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional goods. Service Provider shall not provide any additional goods and the County shall not be obligated to pay for any additional goods unless a written amendment to this Contract has been signed by both parties.

III.

Effective Date and Term: This Contract shall be in full force and effect as of **the date of the last party's execution below** and shall continue until the Project Completion Date or when terminated pursuant to this Contract, whichever event occurs first. The Project Completion Date is defined as the date by which all services and obligations outlined in Exhibit "A" shall be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date is initially set to be on or before May 30, 2025. This date may be amended at the sole discretion of the County. Upon successful completion of the services as described in Exhibit "A", this contract shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.

IV.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for the specific project herein as set out in **Exhibit "A"**. The not-to-exceed amount under this Contract is Three Thousand, Seven Hundred Fifty Dollars ($3,750.00).

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the 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 the 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.

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes. The County agrees to provide exemption certificates to Service Provider upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Service Provider for the supplies or products provided or any Services rendered.

V.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by the County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to the County and name the County as an additional insured.

	Type of Coverage	**Limits of Liability**
a.	Worker's Compensation	Statutory
b.	Employer's Liability	
	Bodily Injury by Accident	$500,000 Ea. Accident
	Bodily Injury by Disease	$500,000 Ea. Employee
	Bodily Injury by Disease	$500,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$1,000,000	$1,000,000
Aggregate policy limits:		$2,000,000

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	$1,000,000	$1,000,000
Property damage	$1,000,000	$1,000,000
Aggregate policy limits		No aggregate limit

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by the County.

Upon execution of this Contract, Service Provider shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

VI.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with the County, nor shall Service Provider hold itself out as an agent or official representative of the County. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense, or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

VII.

No Waiver of Sovereign Immunity or Powers: Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge.

VIII.

Compliance With All Laws: Service Provider agrees and will comply with all local, state, or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state, or local law or regulations are automatically incorporated into the Contract without written amendment hereto and shall become effective on the date designed by such law or by regulation.

IX.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof. In the event Williamson County exercises its right to terminate without cause, it is understood and agreed that only amounts due to Service Provider for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Williamson County's termination for convenience.

X.

Venue and Applicable Law: Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XI.

Severability: In case any one or more of the provisions contained in this Contract 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 in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XII.

Right to Audit: Service Provider agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that the County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

XIII.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this Contract.

XIV.

No Assignment: Service Provider may not assign this Contract.

XV.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XVI.

Foreign Terrorist Organizations: Service Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

XVII.

Public Information: Service Provider understands that County will comply with the Texas Public information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

XIII.

Damage to County Property: Service Provider shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Service Provider and its employees, agents, subcontractors, and suppliers, including any delivery or transporting company, in connection with any performance pursuant to this Contract. Service Provider shall notify County in writing of any such damage within one (1) calendar day.

XIX.

Media Releases: Service Provider shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

XX.

Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf (wilco.org). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXI.

Entire Contract & Incorporated Documents; Conflicting Terms: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this Contract include the following:

A. As described in the attached Statement of Work Dated 3-10-2025, marked **Exhibit "A,"**;
B. Insurance certificates evidencing coverages required herein above and
C. Any Amendments agreed to by both parties.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Contract.

XXII.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of the County's governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of the County.

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:	**Links Communications, Inc.:**
_____	R Lomax
Authorized Signature	Authorized Signature
_____	Ronnie Lemax
Printed Name	Printed Name
Date: _____	Date: 3-18-2025

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Mar 18 2025 Time: 2:02 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Mar 18 2025 Time: 1:01 pm

EXHIBIT “A”
SOW Dated 3-10-2025

PO BOX 1455
Georgetown, Texas 78627

Phone: 512-930-5580
rlomax@linkscommunications.com

3-10-2025

Williamson county ITS
Inner loop
Georgetown TX

IT room Cabling Georgetown #2

Install 15 Yellow cat 6 cables
Install 15 surface boxes with yellow jacks
Terminate cables on existing patch panel with yellow jacks
Label and test cables
Install 15 yellow patch cables
Install 15 devices on ceiling in IT rooms

Justice center 6
ESOC 6
Juvenile 3

Installed price $3750.00

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1282974

Date Filed:
03/18/2025

Date Acknowledged:
03/18/2025

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Links communications Inc
Georgetown, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2025183
data cabling

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1282974

Date Filed:
03/18/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Links communications Inc
Georgetown, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2025183
data cabling

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Ronald Lemax, and my date of birth is [redacted].

My address is [redacted].
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Williamson County, State of TX, on the 18 day of March, 2025.
(month) (year)

R Lemax
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **35.**

Meeting Date: 03/25/2025

Approval of Purchase for Ammunition with GT Distributors, Inc. for the Sheriff's Office

Submitted For: Joy Simonton **Submitted By:** Barbi Hageman, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving Purchase #2025173 for various ammunition from GT Distributors, Inc., in the amount of $62,835.90, pursuant to BuyBoard contract #698-23, and authorizing execution of the purchase.

Background

Approval of this purchase will benefit the Williamson County Sheriff's Office at the Deputy A.W. Grimes Training Center. The attached quote supports the selection of ammunition needed. Funding source is 01.0100.0560.003004 as per FY25 Budget. Contract Audit and General Council approved this purchase. Origination # 2224. Department contact is Commander James Carmona.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote

Form 1295

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/19/2025 01:59 PM
County Judge Exec Asst.	Andrea Schiele	03/19/2025 10:42 PM
Form Started By: Barbi Hageman		Started On: 03/06/2025 09:12 AM
Final Approval Date: 03/19/2025		

Quote	[redacted]
Date	2/21/2025
Page:	1

GT Distributors - Austin
1124 New Meister Ln., Ste 100
Pflugerville TX 78660
(512) 451-8298 Ext. 0000

Bill To:

Williamson County (TX)
Attn: Accounts Payable
508 S. Rock St.
Georgetown TX 78615

Ship To:

Williamson County (TX)
508 South Rock St
Georgetown TX 78626

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
[redacted]	[redacted]	BF	FEDEX-GROUNDN	NET 15	0/0/0000	[redacted]

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
5.00	FC-GM308M2*	Federal Cartridge-.308 Win 175 Gr. Sierra BTHI	M	$1,494.65	$7,473.25
4.00	FC-GM223M3*	Federal Cartridge GM .223 77 Gr	M	$1,146.60	$4,586.40
15.00	CCI-24445SP*	CCI 62gr .223 GDSP	M	$843.25	$12,648.75
5.00	CCI-24446*	Speer Gold Dot .223 55gr Soft Point	M	$834.36	$4,171.80
20.00	FC-P9HST2*	Federal Cartridge-9MM-147 Gr. HST	M	$442.70	$8,854.00
18.00	FC-AE223N*	American Eagle .223 Rifle 62Gr-FMJ-Boat Tail	M	$605.65	$10,901.70
50.00	FC-AE9FP*	Federal Cartridge-9MM-147 Gr. FMJ	M	$275.40	$13,770.00
1	NOTES:	Notes:	EA	$0.00	$0.00
		Quotation reflects BuyBoard Contract 698-23. Contract period 4/1/23-3/31/25. Email BuyBoard PO's to info@buyboard.com			

QUOTE IS GOOD FOR 30 DAYS. IN ORDER TO RECEIVE QUOTED PRICE PLEASE PRESENT A COPY OF QUOTE AT POINT OF SALE IN STORES OR REFERENCE QUOTE NUMBER ON PO OR REQUISITION

Thank you, your salesman was Adam Balak

Subtotal	$62,405.90
Misc	$0.00
Tax	$0.00
Freight	$430.00
Total	$62,835.90

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1278840

Date Filed:
03/07/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

G T DISTRIBUTORS, INC.
PFLUGERVILLE, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

WILLIAMSON COUNTY

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2025173
AMMO FOR SHERIFF'S OFFICE

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
ORR, JR, WILLIAM J	PFLUGERVILLE, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is [redacted], and my date of birth is [redacted].

My address is [redacted] (street), [redacted] (city), _____ (state), _____ (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in TRAVIS County, State of TX, on the 07 day of MARCH (month), 2025 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1278840

Date Filed:
03/07/2025

Date Acknowledged:
03/11/2025

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

G T DISTRIBUTORS, INC.
PFLUGERVILLE, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

WILLIAMSON COUNTY

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2025173
AMMO FOR SHERIFF'S OFFICE

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
ORR, JR, WILLIAM J	PFLUGERVILLE, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **36.**

Meeting Date: 03/25/2025

Ratification of Professional Services Agreement for Psychiatric Medical Services from Dr. Ghulam M. Khan for the County Jail

Submitted For: Joy Simonton **Submitted By:** Barbi Hageman, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on ratifying the Professional Services Agreement #2025174 with Ghulam M. Khan, M.D. for Psychiatric Medical Services at the Williamson County Jail for the not-to-exceed amount of $76,800 or $6,400 each month for the service described exempting this service from competitive bidding requirements as per Texas Government Code Sec. 2254.002 (2)(A)(v) Medicine and authorizing the execution of the agreement.

Background

The ratification of this agreement for these services with Ghulam Khan, M.D. will benefit the Williamson County Jail with psychiatric medical services. This agreement is effective for twelve (12) months. The agreement required approval in advance of Commissioners Court to assure continuity of Jail operations. A new, competitive solicitation is being issued for these services with the intent of establishing a multi-year contract. General Counsel and Contract Audit have approved the agreement. Funding source is 01.0100.0570.004116 and 01.0100.0570.004413 as per FY25 budget. Origination # 2243. The Department Point of Contact is Kathleen Pokluda.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Dr. Khan Agreement

Form 1295

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/19/2025 12:43 PM
County Judge Exec Asst.	Andrea Schiele	03/19/2025 11:04 PM
Form Started By: Barbi Hageman		Started On: 03/06/2025 02:16 PM
Final Approval Date: 03/19/2025		

WILLIAMSON COUNTY
PROFESSIONAL SERVICES AGREEMENT
FOR PSYCHIATRIC MEDICAL SERVICES
AT THE WILLIAMSON COUNTY JAIL

This Williamson County Professional Services Agreement for Psychiatric Medical Services at the Williamson County Jail ("Agreement") is entered into between Williamson County, Texas, hereinafter referred to as COUNTY, and Ghulam M. Khan, M.D., hereinafter referred to as PROVIDER, for the purposes of providing psychiatric services and attention for the inmates of the Williamson County Jail, hereinafter referred to as JAIL, which the Commissioners Court finds serves a public purpose and serves the public welfare of the citizens of Williamson County.

1. SCOPE OF SERVICES

PROVIDER shall provide outpatient psychiatric services and attention for the inmate of the JAIL. All services by PROVIDER shall be performed according to the regularly accepted standards of a psychiatrist that provides such psychiatric care and attention in the State of Texas.

PROVIDER shall have a duty to immediately notify COUNTY of any complaint, investigation, or adverse action taken against PROVIDER concerning his/her ability to practice in the State of Texas.

PROVIDER shall be physically present in the JAIL infirmary and/or housing unit to provide psychiatric services and attention every week for a minimum of eight (8) hours during the term of this Agreement. PROVIDER will schedule these hours subject to the reasonable requests of the COUNTY through its jail staff or other authorized representative. PROVIDER shall have a duty to notify COUNTY through its jail staff in writing of any time when PROVIDER cannot be physically present in the JAIL infirmary to provide psychiatric services in accordance with this Agreement. In such cases, PROVIDER must provide COUNTY with a suitable substitute psychiatrist to perform, on behalf of PROVIDER, the PROVIDER's obligations hereunder. COUNTY shall be able to accept or reject PROVIDER's proposed substitute at its sole discretion and PROVIDER remains obligated to provide services under this Agreement until an acceptable substitute is available and agreed upon by COUNTY. In addition, PROVIDER shall be available to virtually attend Chapter 574, Texas Health and Safety-Code, court-ordered psychoactive medication hearings as scheduled by the Court.

PROVIDER will provide outpatient psychiatric attention to all inmates requiring such attention. These services shall include, but are not limited to, follow-up on all lab tests and all inmates who have had psychiatric attention outside of the jail infirmary.

PROVIDER will be under no obligation to provide inpatient care, hospitalization, or specialty psychiatric services which are beyond PROVIDER's expertise. However, PROVIDER shall immediately inform COUNTY through its jail staff in writing of the need for inpatient care, hospitalization, or specialty psychiatric services in the treatment of any inmate.

PROVIDER will work under the direction and supervision of the Medical Director and the Williamson County Jail Medical Supervisor, while coordinating care with the Behavior Health Nurse Practitioner. Responsibilities include overseeing mental health services for inmates, managing medication prescriptions

and administration, ensuring proper recordkeeping, and maintaining security conditions for controlled substances and medical instruments. JAIL staff may administer medications outside the PROVIDER's working hours, but all prescriptions must be authorized by the PROVIDER.

The PROVIDER shall perform all duties in accordance with applicable laws, regulations, and standards of practice as directed by the Medical Director and shall collaborate to ensure the highest quality of patient care.

PROVIDER will develop and write standing orders for use by the jail staff in the handling of the psychiatric needs of the inmates.

PROVIDER will be available for phone consultations by jail staff at any time unless PROVIDER has followed the notice requirement and substitute psychiatrist procedure outlined above for any periods when PROVIDER will not be available for phone consultations.

II. TERM AND TERMINATION

This Agreement shall become effective as of the date of the last party's execution below and shall continue for a twelve (12) month term, or when terminated pursuant to this Agreement, whichever event occurs first. Either party may terminate this Agreement at any time for any reason (or without cause) on thirty (30) days prior written notice to the other party.

III. COST AND PAYMENT

COUNTY agrees to pay PROVIDER and PROVIDER agrees to accept the total sum of $6,400.00 each month for the services described under "SCOPE OF SERVICES." This monthly amount may be modified by agreement of the parties at the beginning of each subsequent fiscal year of the COUNTY.

Any violation of the provision of this Agreement by PROVIDER shall be grounds for withholding payment by the COUNTY until the violation is resolved to the satisfaction of the COUNTY.

Any travel coasts associated with services provided herein are to be handled separately from this Agreement and must be approved in writing by the Sheriff or his designated Chief or Assistant Chief Deputy prior to PROVIDER incurring travel costs if such costs are requested to be reimbursed by COUNTY. In the event COUNTY authorizes, in advance and in writing, reimbursement of non-labor expenses relating to the service subject of this Agreement, COUNTY will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Agreement by reference. The Williamson County Vendor Reimbursement Policy can be found at: WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf (wilco.org). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the PROVIDER's invoice and clearly set forth the actual cost of the expenses, without markup.

COUNTY's payment for services shall be governed by Chapter 2251 or the Texas Government Code. Invoices shall be paid by COUNTY within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late 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 a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, COUNTY shall notify PROVIDER of the discrepancy. Following COUNTY's notification of any discrepancy as to an invoice, PROVIDER must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor's Office. COUNTY shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. COUNTY's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's Office receipt of the corrected or revised invoice.

IV. CONFIDENTIALITY

All information regarding PROVIDER's work under this Agreement shall be held in strictest confidence unless pre-approved in writing by COUNTY. PROVIDER agrees to read and follow the COUNTY's "HIPAA PRIVACY COMPLIANCE MANUAL FOR TEXAS COUNTIES" regarding the use of inmate medical information.

PROVIDER expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties and will take care to guard the security of the information at all times.

V. AGENCY-INDEPENDENT CONTRACTOR

Neither the COUNTY nor any employee thereof is an agent of PROVIDER and neither PROVIDER nor any employee thereof is an agent of the COUNTY. This Agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege, or other amenities of employment by the other party. The parties agree and acknowledge that PROVIDER is acting as an independent contractor under this Agreement.

VI. DUTY TO REPRESENT AND INDEMNITY

COUNTY agrees to provide legal representation and indemnity, to the extent allowed by Texas law, to PROVIDER in the event of legal action taken against PROVIDER on the basis of the services provided to the inmates of the JAIL in the performance of this Agreement. COUNTY shall have full authority to defend, negotiate, or settle any such claims at the sole discretion of the COUNTY. PROVIDER shall fully assist and participate, without cost to COUNTY, in the defense, negotiation, or settlement of any such claims, and such assistance and participation shall include consultation with COUNTY and opinion testimony as needed on medical questions and issues. PROVIDER shall also furnish, without cost to COUNTY, consultation and opinion testimony on medical questions and/or issues for legal actions against COUNTY or COUNTY's officials related to the psychiatric services provided to inmates on claims and/or suits that do not include PROVIDER as a named defendant. COUNTY reserves the right to withdraw its representation and

indemnification of PROVIDER in the event PROVIDER fails to assist and participate in the defense, negotiation, or settlement of any claims.

COUNTY may fulfill its legal representation and indemnification obligations, to the extent allowed by law, under this Agreement through insurance or other means at its sole discretion.

VII. INSURANCE REQUIREMENTS

During the terms of this Agreement, COUNTY hereby agrees to provide the policy of insurance and PROVIDER acknowledges and agrees that such policy and coverage limits are sufficient and adequate. In the event that COUNTY and/or PROVIDER are sued for the services provided under this Agreement and counsel is provided through the said insurance policy, COUNTY shall not be required to provide counsel for PROVIDER in addition to the counsel that is provided under the insurance policy. Furthermore, COUNTY shall have no obligation to provide legal representation or indemnity to PROVIDER for any legal action which does not arise from PROVIDER's services under this Agreement or to any extend that is not allowed by law.

The following are the insurance requirements during the Agreement:

1. Coverage and Coverage Limits. County, at County's sole cost, shall, while this Agreement is in effect, provide and maintain Medical Professional Liability Insurance for the services to be provide by Provider in the amount of $200,000.00 per claim with an Annual Aggregate of $600,000.00 for all claims.
2. Additional Insureds. County, its directors, officers and employees shall be added as additional insureds under the policy required under this Agreement.

VIII. ASSIGNMENT; SUCCESSORS AND ASSIGNS

Neither party may assign, in whole or in part, any interest it may have in this Agreement without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

IX. THIRD PARTY BENEFICIARY EXCLUDED

No person not a party to this Agreement may bring a cause of action pursuant to this Agreement as a third-party beneficiary. This Agreement may not be interpreted to waive the sovereign immunity of any party to this Agreement to the extent such party may have immunity under Texas Law.

X. 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.

XI. TERMINATION

This Agreement may be terminated, with or without cause, by either party by providing written notice to the other party at least sixty (60) days prior to the intended date of termination.

XII. NOTICE

Any notice or other writing required by this Agreement shall be deemed given when personally delivered or mailed by certified or registered United States mail, postage prepaid, addressed as follows:

COUNTY:

Williamson County Judge
710 Main Street, Ste. 101
Georgetown, Texas 78626

With copy to:

Williamson County Sheriff
508 Rock Street
Georgetown, Texas 78626

PROVIDER:

Ghulam M. Khan, M.D.
~~56 East Avenue~~
~~Austin, Texas 7870~~1

3218 Bay Hill Lane
Round Rock Tx 78664

XIII. 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.

XIV. 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. 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.

XV. NO WAIVER OF IMMUNITIES

Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY, its past or present officers, employees, or agents or employees, nor to create any legal rights or claims 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.

XVI. COUNTY'S RIGHT TO AUDIT

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

XVII. APPROPRIATION OF FUNDS

COUNTY believes it has sufficient funds currently available and authorized for expenditure to finance the cost of this Agreement. PROVIDER 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 payment under this Agreement.

The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness or either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that COUNTY shall have the right to terminate this Agreement at the end of any County fiscal year if the governing body of the COUNTY does not appropriate sufficient funds as determined by the COUNTY's budget for the fiscal year in question. The COUNTY may affect such termination by giving written notice of termination at the end of its then-current fiscal year.

NOW THEREFORE, this Agreement represents the entire understanding of and between the parties and supersedes all prior representations and prior agreements between the parties. This Agreement may not be varied orally but must be amended by written document of subsequent date duly executed by these parties.

WILLIAMSON COUNTY, TEXAS

Valerie Covey

Williamson County Judge/Presiding Officer

Date: 3/12/2025

PROVIDER

Ghulam M. Khan, M.D.

Date: 03/04/2025

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Mar 10 2025 Time: 1:58 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Mar 10 2025 Time: 12:27 pm

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1278440

Date Filed:
03/06/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Ghulam Khan MD.
Round Rock, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson county

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2025174
Professional services agreement for psychiatric medical services at Williamson county jail

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is [redacted], and my date of birth is [redacted].

My address is [redacted] wi/Co.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Williamson County, State of Tx, on the 6th day of March (month), 2025 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1278440

Date Filed:
03/06/2025

Date Acknowledged:
03/06/2025

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Ghulam Khan MD.
Round Rock, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson county

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2025174
Professional services agreement for psychiatric medical services at Williamson county jail

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **37.**

Meeting Date: 03/25/2025

Authorize Issuing Advertisement for RFSQ #25RFSQ36 for Jail Inmate Psychiatric Medical Services for the Williamsor County Jail

Submitted For: Joy Simonton **Submitted By:** Barbi Hageman, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed solicitations for Jail Inmate Psychiatric Medical Services for Williamson County Jail under RFSQ #25RFSQ36.

Background

Williamson County Jail is seeking requests for statement of qualifications from healthcare providers to provide psychiatric medical services for the Williamson County Jail Inmate population. The expenditure will be charged to 01.0100.0570.004116 as per the FY25 budget. Origination #2264. Department contact is Kathleen Pokluda.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/19/2025 01:20 PM
County Judge Exec Asst.	Andrea Schiele	03/19/2025 11:05 PM
Form Started By: Barbi Hageman		Started On: 03/17/2025 11:38 AM
Final Approval Date: 03/19/2025		

Commissioners Court - Regular Session **38.**

Meeting Date: 03/25/2025

Approval and Ratification of Emergency Purchase Order #188699 and Agreement # 2025172 for Emergency Blanket for Roof Repairs with Empire Roofing Companies, Inc. for Facilities Management

Submitted For: Joy Simonton **Submitted By:** Michelle McKinney, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on ratifying the Purchase Order #188699 and agreement #2025172 with Empire Roofing Companies, Inc. for Emergency Blanket for Roof Repairs to help prevent greater damage to the property from the discovery of roof leaks, in the not-to-exceed amount of $19,500.00, exempting this purchase from competitive bidding requirements per Texas Local Government Code Discretionary Exemptions 262.024 (a)(3) [an item necessary because of unforeseen damage to public property] and authorizing the execution of the agreement.

Background

Facilities Management submitted this agreement for Roofing Repairs to help prevent greater damage to the property from the discovery of roof leaks. The services include, but are not limited to, roof repairs, services and work at the following Williamson County Locations:• 904 South Main Street, Georgetown, TX • 1427 N. Mail Street, Taylor, TX – EMS 42 • 1801 E. Old Settlers Blvd, Suite 100 – Round Rock, TX • 8160 Chandler Road, Hutto, TX The department requested purchasing to escalate the approval of the requisition to ensure timely provision of this service. Origination # 2258. The funding source is 01.0100.0509.004510 and the point of contact is Shantil Moore.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Services and Purchase Contract

Form 1295 - Empire Roofing Companies, Inc Complete

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/19/2025 10:13 PM
County Judge Exec Asst.	Andrea Schiele	03/19/2025 10:45 PM
Form Started By: Michelle McKinney		Started On: 03/06/2025 01:59 PM
Final Approval Date: 03/19/2025		

WILLIAMSON COUNTY
SERVICES AND PURCHASE CONTRACT
Empire Roofing Companies, Inc.

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS SERVICES AND PURCHASE CONTRACT (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Empire Roofing Companies, Inc.** (hereinafter "Service Provider"), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services and purchase goods described herein pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The services include but are not limited to roof repairs, services and work at the following Williamson County Locations:

- 904 South Main Street, Georgetown, TX
- 1427 N. Mail Street, Taylor, TX – EMS 42
- 1801 E. Old Settlers Blvd, Suite 100 – Round Rock, TX
- 8160 Chandler Road, Hutto, TX

The attached Scope(s) of Work are attached and marked as **Exhibit "A,"** which is incorporated herein to the extent the Order meets or exceeds the requirements of County's solicitation, if applicable.

Should the County choose to add services in addition to those described in **Exhibit "A"**, such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional services. Service Provider shall not begin any additional services and the County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

or Sunday.

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes. The County agrees to provide exemption certificates to Service Provider upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Service Provider for the supplies or products provided or any Services rendered.

V.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by the County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to the County and name the County as an additional insured.

	Type of Coverage	**Limits of Liability**
a.	Worker's Compensation	Statutory
b.	Employer's Liability	
	Bodily Injury by Accident	$500,000 Ea. Accident
	Bodily Injury by Disease	$500,000 Ea. Employee
	Bodily Injury by Disease	$500,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$1,000,000	$1,000,000
Aggregate policy limits:		$2,000,000

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	$1,000,000	$1,000,000
Property damage	$1,000,000	$1,000,000
Aggregate policy limits		No aggregate limit

VIII.

No Waiver of Sovereign Immunity or Powers: Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge.

IX.

Compliance With All Laws: Service Provider agrees and will comply with all local, state, or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state, or local law or regulations are automatically incorporated into the Contract without written amendment hereto and shall become effective on the date designed by such law or by regulation.

X.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof.

XI.

Venue and Applicable Law: Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XII.

Severability: In case any one or more of the provisions contained in this Contract 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 in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XIII.

Right to Audit: Service Provider agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that the County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

reimbursement of non-labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf (wilco.org). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXII.

Entire Contract & Incorporated Documents; Conflicting Terms: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this Contract include the following:

A. As described in the attached Scope(s) of Work marked **Exhibit "A,"** which is incorporated herein;
B. Insurance certificates evidencing coverages required above and
C. Any Amendments agreed to by both parties.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Contract.

XXIII.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of the County's governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of the County.

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

Bill Gravell Jr.
Bill Gravell (Mar 5, 2025 15:36 CST)
Authorized Signature

Judge Bill Gravell, Jr.
County Judge

Date: Mar 5, 2025 ,20__

Empire Roofing Companies, Inc.:

Steve Jones
Authorized Signature

Steve Jones
Printed Name

Date: March 4, 2025

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Mar 04 2025 Time: 1:13 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Mar 04 2025 Time: 12:13 pm

February 27, 2025

Vinnie Mastellone
General Maintenance Supervisor
Williamson County Facilities Management
3101 SE Inner Loop, Georgetown, TX 78626
(512) 943-1599
Vinnie.mastellone@wilco.org

Re: 904 South Main Street, Georgetown Texas

Empire Roofing proposes to furnish all labor, material, equipment, insurance, and supervision to complete the following scope of work as described below.

Scope of Work:

1. Empire Roofing to provide all safety equipment/PPE to perform work in safe acceptable manner.
    - Roofing Crew to be escorted and shown the active leak area before accessing the roof for inspection.
2. Provide and perform a water test to detect the source of water intrusion.
    - Water-test reported leak area until leak begins occurring.
3. Seal any punctures or voids found in the metal panel laps/closures/membrane seams
4. Work to be done in accordance to maintain existing roofing warranty.
5. Provide Empire Roofing's 1-year workmanship warranty.

Total Proposed Price NTE: $2,500.00 + Applicable Taxes

February 27, 2025

Vinnie Mastellone
General Maintenance Supervisor
Williamson County Facilities Management
3101 SE Inner Loop, Georgetown, TX 78626
(512) 943-1599
Vinnie.mastellone@wilco.org

Re: 1427 N Main Street, Taylor, TX 76574 – EMS 42

Empire Roofing proposes to furnish all labor, material, equipment, insurance, and supervision to complete the following scope of work as described below.

Scope of Work:

1. Empire Roofing to provide all safety equipment/PPE to perform work in safe acceptable manner.
    - Roofing Crew to be escorted and shown the active leak area before accessing the roof for inspection.
2. Provide and perform a water test to detect the source of water intrusion.
    - Water-test reported leak area until leak begins occurring.
3. Seal any punctures or voids found in the metal panel laps/closures/membrane seams
4. Work to be done in accordance to maintain existing roofing warranty.
5. Provide Empire Roofing's 1-year workmanship warranty.

Total Proposed Price NTE: $2,500.00 + Applicable Taxes

EMPIRE ROOFING

February 27, 2025

Vinnie Mastellone
General Maintenance Supervisor
Williamson County Facilities Management
3101 SE Inner Loop, Georgetown, TX 78626
(512) 943-1599
Vinnie.mastellone@wilco.org

Re: 1801 E Old Settlers Blvd – Suite 100 – Round Rock, TX 78664

Empire Roofing proposes to furnish all labor, material, equipment, insurance, and supervision to complete the following scope of work as described below.

Scope of Work:

1. Empire Roofing to provide all safety equipment/PPE to perform work in safe acceptable manner.
    - Roofing Crew to be escorted and shown the active leak area before accessing the roof for inspection.
2. Provide and perform a water test to detect the source of water intrusion.
    - Water-test reported leak area until leak begins occurring.
3. Seal any punctures or voids found in the metal panel laps/closures/membrane seams
4. Work to be done in accordance to maintain existing roofing warranty.
5. Provide Empire Roofing's 1-year workmanship warranty.

Total Proposed Price NTE: $2,500.00 + Applicable Taxes

February 27, 2025

Vinnie Mastellone
General Maintenance Supervisor
Williamson County Facilities Management
3101 SE Inner Loop, Georgetown, TX 78626
(512) 943-1599
Vinnie.mastellone@wilco.org

Re: 8160 Chandler Road, Hutto, Texas 78634

Empire Roofing proposes to furnish all labor, material, equipment, insurance, and supervision to complete the following scope of work as described below.

Scope of Work:

1. Empire Roofing to provide all safety equipment/PPE to perform work in safe acceptable manner.
    - Roofing Crew to be escorted and shown the active leak area before accessing the roof for inspection.
2. Provide and perform a water test to detect the source of water intrusion.
    - Water-test reported leak area until leak begins occurring.
3. Seal any punctures or voids found in the metal panel laps/closures/membrane seams
4. Work to be done in accordance to maintain existing roofing warranty.
5. Provide Empire Roofing's 1-year workmanship warranty.

Total Proposed Price NTE: $2,500.00 + Applicable Taxes

Empire Roofing_Service Contract_ Quote 02.28.2025-signed030425 FINAL 3.4.25 (1)

Final Audit Report 2025-03-05

Created:	2025-03-05
By:	Cheryl Johnson (cheryl.johnson@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAi7D-ihNe2sLAblC5buR1wJxr6c6AB9QM

"Empire Roofing_Service Contract_ Quote 02.28.2025-signed030425 FINAL 3.4.25 (1)" History

Document created by Cheryl Johnson (cheryl.johnson@wilco.org)
2025-03-05 - 3:38:23 PM GMT- IP address: 107.181.62.237

Document emailed to Andrea Schiele (aschiele@wilco.org) for delegation
2025-03-05 - 3:40:13 PM GMT

Email viewed by Andrea Schiele (aschiele@wilco.org)
2025-03-05 - 9:23:28 PM GMT- IP address: 66.76.4.65

Document signing delegated to Bill Gravell (bgravell@wilco.org) by Andrea Schiele (aschiele@wilco.org)
2025-03-05 - 9:23:56 PM GMT- IP address: 66.76.4.65

Document emailed to Bill Gravell (bgravell@wilco.org) for signature
2025-03-05 - 9:23:56 PM GMT

Email viewed by Bill Gravell (bgravell@wilco.org)
2025-03-05 - 9:36:39 PM GMT- IP address: 66.76.4.65

Document e-signed by Bill Gravell (bgravell@wilco.org)
Signature Date: 2025-03-05 - 9:36:57 PM GMT - Time Source: server- IP address: 66.76.4.65

Agreement completed.
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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1276928

Date Filed:
03/04/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Empire Roofing Companies, Inc.
Pflugerville, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Wilco

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2025172
EMERGENCY - BLANKET FOR ROOF REPAIRS

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Empire Roofing Companies, Inc.	Pflugerville, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Steve Jones, and my date of birth is [redacted].

My address is [redacted] (street) (city) (state) (zip code), U.S.A. (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 4th day of March (month), 2025 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
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Empire Roofing Companies, Inc.
Pflugerville, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Wilco

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2025172
EMERGENCY - BLANKET FOR ROOF REPAIRS

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Empire Roofing Companies, Inc.	Pflugerville, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **39.**

Meeting Date: 03/25/2025

Award of RFSQ #25RFSQ7 Design and Engineering Services Agreement to M.E.P. Consulting Engineers, Inc. for Cedar Park Annex Fire Alarm Upgrade for Facilities Management.

Submitted For: Joy Simonton **Submitted By:** Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding RFSQ #25RFSQ7 to M.E.P. Consulting Engineers, Inc, for the Cedar Park Annex Fire Alarm Upgrade project, in the amount of Thirty-Two Thousand, Seven Hundred Sixty Dollars ($32,760.00) and authorize execution of the agreement.

Background

M.E.P. Consulting Engineers, Inc is recommended for award through RFSQ #25RFSQ7 which established a pre-qualified consultant pool to be contracted on an as-needed basis, on 01.07.25 agenda item no.32. M.E.P. Consulting Engineers, Inc., is being recommended for this project following a project specific evaluation of the firms from the 25RFSQ7 pool where the firm received the highest score for this project. This Agreement for Design Services between Williamson County and M.E.P. Consulting Engineers, Inc., is for the Cedar Park Annex Fire Alarm Upgrade, 350 Discovery Blvd., Cedar Park, TX 78613. Contract Audit and General Counsel reviewed. A detailed Scope of Work is attached. The Funding Source is 01.0100.01032.04100 and the point of contact is Gretchen Glenn.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CPA Fire Alarm Upgrade Design_PSA_MEPCE

Form 1295 MEP Consultant Engineers complete

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/19/2025 01:51 PM
County Judge Exec Asst.	Andrea Schiele	03/19/2025 11:07 PM
Form Started By: Johnny Grimaldo		Started On: 03/14/2025 10:13 AM
Final Approval Date: 03/19/2025		

AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: **Williamson County Cedar Park Annex**
Fire Alarm Upgrade ("Project")

ARCHITECT/
ENGINEER: **M.E.P. Consulting Engineers, Inc** ("A/E")
Adam Nemati, PE, RCDD, LEED- AP, Principal
6341 Campus Circle Drive E, Suite 100
Irving, Texas 75063

COUNTY'S DESIGNATED
REPRESENTATIVE: **Williamson County Facilities Department**
Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

THIS AGREEMENT FOR DESIGN AND ENGINEERING SERVICES ("Agreement") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and A/E.

R E C I T A L S

WHEREAS, **V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A** entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional architects and engineers; and

WHEREAS, County intends to receive design services for the preparation of bid documents relating to the replacement of existing fire alarm system located at the Williamson County Cedar Park Annex; and

WHEREAS, County desires that A/E perform certain professional services in connection with the Project; and

WHEREAS, A/E represents that it is qualified and desires to perform such services;

NOW, THEREFORE, County and A/E, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

ARTICLE 1
SCOPE OF AGREEMENT

A/E agrees to perform professional services in connection with the Project as stated herein, and for having rendered such services, County agrees to pay to A/E compensation as stated in the articles to follow.

ARTICLE 2
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

2.1 Contract Documents.
Contract Documents consist of this Agreement, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Agreement), and all fully executed Supplemental Agreements which are subsequently issued. These form the entire Agreement, and all are as fully a part of this Agreement as if attached to this Agreement or repeated herein.

2.2 Existing Information.
County shall provide A/E with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular Project at no cost to A/E; however, any and all such information shall remain the property of County and shall be returned, if County so instructs A/E.

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

2.3.1
2012 Edition of the Texas Accessibility Standards (TAS) regarding the Elimination of Architectural Barriers Program, including latest revisions (*see* 16 Tex. Admin. Code § 68.100; *see also* Tex. Gov't Code, Ch. 469).

2.3.2
Americans with Disabilities Act (ADA)

2.3.3
Williamson County Facilities Building Code Adoption List, 2020 edition as updated

2.3.4
Williamson County Consultant Design Submittal Guidelines, 2020 edition as updated

ARTICLE 3
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

3.1 Non-collusion.
A/E warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for A/E, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or subconsultant any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this

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

3.2 Debarment Certification.
A/E must sign the Debarment Certification enclosed herewith as **Exhibit E**.

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

ARTICLE 4
CHARACTER AND SCOPE OF SERVICES

4.1
In consideration of the compensation herein provided, A/E shall perform professional design and engineering services for the Project, which are acceptable to County, based on standard architectural and engineering practices and the scope of work described on the Exhibits attached to this Agreement. A/E shall also serve as County's professional architect and engineer in those phases of the Project to which this Agreement applies and will consult with and give advice to County during the performance of A/E's services.

4.2
A/E shall perform the following Basic Scope of Services (sometimes referred to herein as the “Basic Scope of Services”, “Basic Services” or the “Scope of Services”):

4.2.1
The Basic Scope of Services shall generally consist of all elements of work, meetings, materials, and equipment required for the development of the Project in accordance with the requirements, policies, and general practices of Williamson County.

4.2.2
As part of the Basic Services, A/E shall submit its work products to County for review as requested by County.

4.2.3
The detailed Basic Services for the Project is set forth herein as **Exhibit A** to this Agreement, which is expressly incorporated and made a part hereof.

ARTICLE 5
TIME FOR PERFORMANCE

5.1 Commencement.

A/E shall not commence work until A/E has been thoroughly briefed on the scope of the Project and has been notified in writing to proceed, as evidenced by a Notice to Proceed.

5.2 Duration.

A/E agrees to complete the Basic Services within the time period set forth in **Exhibit C**. The time limits set out therein may, for good cause, be extended, in writing, by County as the Project proceeds.

ARTICLE 6
COMPENSATION AND EXPENSES

6.1 Basic Fee.

For and in consideration of the Basic Services rendered by A/E, County shall pay to A/E up to **Thirty-Two Thousand Seven Hundred Sixty Dollars ($ 32,760.00)** hereinafter called the "Basic Fee".

The Basic Fee is based upon all estimated labor costs required in the performance of all items and phases of the Basic Services set forth in **Exhibit A**. Compensation for Basic Services will be paid by County by monthly invoices of percentage completion of fees by phase of the Basic Fee as set forth in **Exhibit B**. County will only be obligated to pay A/E for the performance of items and phases of the Basic Services actually rendered and incurred, which may be less than the above stated Basic Fee.

6.2 Expenses.

A/E shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit D**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and **must strictly comply with the Williamson County Vendor Reimbursement Policy**. The copies of the provider's invoice must evidence the actual costs billed to A/E without markup. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and must not exceed **Three Hundred Twenty-Seven and 60/100 Dollars ($ 327.60)**.

ARTICLE 7
ADDITIONAL SERVICES AND CHARGES

For the performance of services not specifically described as Basic Services under **Article 4** above (sometimes referred to herein as "Additional Services"), County shall pay and A/E shall receive, under a negotiated, written Supplemental Agreement, Additional Services compensation based upon invoices of percentage completion.

A/E shall not, however, be compensated for work made necessary by A/E's negligent errors or omissions. In the event of any dispute over the classification of A/E's services as Basic or Additional Services under this Agreement, the decision of County shall be final and binding on A/E.

It is expressly understood and agreed that A/E shall not furnish any Additional Services without the prior written authorization of County by a negotiated Supplemental Agreement. County shall have no obligation to pay for such Additional Services which have been rendered without prior written authorization of County as hereinabove required.

ARTICLE 8
TIME OF PAYMENT; PAYMENT AND INTEREST; AND RIGHT TO AUDIT

8.1 Time of Payment.

During the performance of the services provided for in this Agreement, monthly payments shall be made based upon that portion of the services which has been completed.

On or about the last day of each calendar month during the performance of the Basic Services to be provided under this Agreement, A/E shall submit to County working documents in any stage of completion to demonstrate incremental progress of Basic Services and the compensation which is due for percentage completion of Basic Services.

On or about the last day of each calendar month during the performance of the Additional Services to be provided under **Article 7**, A/E shall submit to County working documents in any stage of completion to demonstrate incremental progress of Additional Services under an applicable Supplemental Agreement related thereto, and the compensation which is due for percentage completion of particular Additional Services.

County shall review the documentation and shall pay each statement as set forth in this **Article 8**, however, the approval or payment of any statement shall not be considered evidence of performance by A/E to the point indicated by such statement or of receipt or acceptance by County of the services covered by such statement. Final payment does not relieve A/E of the responsibility of correcting any errors or omissions resulting from A/E's negligence.

Upon submittal of the initial invoice, A/E shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

8.2 Prompt Payment Policy.

In accordance with **Chapter 2251, V.T.C.A., Texas Government Code**, payment to A/E will be made within **thirty (30) days** of the day on which the performance of services was complete, or within **thirty (30) days** of the day on which the County Auditor receives a correct invoice for services, whichever is later. A/E may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

8.2.1
There is a bona fide dispute between County and A/E concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

8.2.2
There is a bona fide dispute between A/E and a subcontractor/ subconsultant or between a subcontractor/ subconsultant and its supplier concerning supplies, materials, or

equipment delivered or the Basic Services performed which causes the payment to be late; or

8.2.3
The invoice is not submitted to Williamson County in strict accordance with instructions, if any, on the purchase order, or this Agreement or other such contractual agreement.

The County Auditor shall document to A/E the issues related to disputed invoices within **ten (10) calendar days** of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of **Texas Government Code, Chapter 2251, V.T.C.A**.

ARTICLE 9
PROJECT TEAM

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

Williamson County Facilities Department
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

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

A/E's Designated Representative for purposes of this Agreement is as follows:

MEP Consulting Engineers, Inc
Adam Nemati, PE, RCDD, LEED AP, Principal
6341 Campus Circle Drive E, Suite 100
Irving, Texas 75063

A/E shall have the right, from time to time, to change A/E's Designated Representative by giving County written notice thereof. With respect to any action, decision, or determination which is to be taken or made by A/E under this Agreement, A/E's Designated Representative may take such action or make such decision or determination, or shall notify County in writing of an individual

responsible for and capable of taking such action, decision, or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions, or determinations by A/E's Designated Representative on behalf of A/E shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by A/E's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by A/E's Designated Representative shall be binding on A/E. A/E's Designated Representative shall have the right to modify, amend, and execute Supplemental Agreements on behalf of A/E.

ARTICLE 10
NOTICE

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or A/E at the following addresses. If mailed, any notice or communication shall be deemed to be received **three (3) days** after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

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

With copy to: Williamson County Facilities Department
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

and to: Office of General Counsel
Williamson County Commissioners Court
401 W. 6th Street
Georgetown, Texas 78626

A/E: MEP Consulting Engineers, Inc.
6341 Campus Circle Drive E, Suite 100
Irving, Texas 75063

Attention: Adam Nemati, PE, RCDD, LEED AP
Principal

Either party may designate a different address by giving the other party ten (10) days written notice.

ARTICLE 11
PROGRESS EVALUATION

A/E shall, from time to time during the progress of the Basic Services and, when applicable, progress of Additional Services, confer with County at County's election. A/E shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Basic Services and any applicable Additional Services. At the request of County or A/E, conferences shall be provided at A/E's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Basic Services and any applicable Additional Services. County may, from time to time, require A/E to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Basic Services or any applicable Additional Services does not satisfy the terms of this Agreement, then County shall review same with A/E to determine corrective action required.

A/E shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Basic Services and any applicable Additional Services, including but not limited to the following:

11.1
Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of this Agreement or preclude the attainment of Project Basic Services and any applicable Additional Services by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

11.2
Favorable developments or events which enable meeting goals sooner than anticipated in relation to this Agreement or any applicable Supplemental Agreement.

ARTICLE 12
CHANGES IN COMPLETED BASIC SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Basic Services or parts thereof which involve changes to the original Basic Services or character of Basic Services under this Agreement, then A/E shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Services and paid for as specified under **Article 7** and **Article 8**. A/E shall make revisions to Basic Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Basic Services.

ARTICLE 13
REVIEW PROCESS AND REVISIONS TO A/E WORK PRODUCT

13.1 Review Process.
A/E's Work Product will be reviewed by County under its applicable technical requirements and procedures, as follows:

13.1.1 Submittal.
Reports, plans, surveys, field notes, original drawings, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, data, sketches and/or schematics prepared by A/E and supporting documents (collectively referred to hereinabove and hereinafter as the "A/E Work Product(s)"), shall be submitted by A/E on or before the dates specified for completion, as set out in the Production Schedule set forth in **Exhibit C**.

13.1.2 Completion.
Reports, plans, specifications, and supporting documents shall be submitted by A/E on or before the dates specified in **Exhibit C**. Upon receipt of same, the submission shall be checked for completion. "Completion" or “Complete” shall be defined as all of the required items, as set out in **Exhibit A**, have been included in compliance with the requirements of this Agreement. The completeness of any Basic Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify A/E in writing within such thirty (30) day period if such Basic Services have been found to be incomplete. If the submission is Complete, County will notify A/E and County’s technical review process will begin.

If the submission is not Complete, County will notify A/E, who shall perform such professional services as are required to complete the Basic Services and resubmit it to County. This process shall be repeated until a submission is Complete.

13.1.3 Acceptance.
County will review the completed Basic Services in each design phase for compliance with this Agreement and general conformance with the Design Deliverable Guidelines. "Acceptance" or “Accepted” shall mean that in County’s reasonable opinion, substantial compliance with the requirements of this Agreement has been achieved.

If a lack of coordination between subconsultant documents is discovered in the A/E work product, which is not specifically called-out by A/E as a pending coordination item, the work product will be returned to A/E along with written email notification which may describe preliminary deficiencies discovered and may reference the terms of **Paragraph 13.1.3** of this Agreement. A/E shall perform any required corrections to Basic Services and resubmit to County.

Should this process need to be repeated for the same or subsequent deficiencies related to the initial deficiencies, County will issue a marked-up work product to A/E indicating specific deficiencies for correction. County will also issue a notice for A/E to deduct **One Thousand Dollars ($ 1,000)** from the A/E ‘s Basic Fee on the next invoice for each occurrence until the Basic Services are Accepted.

13.1.4 Final Approval.
After Acceptance, A/E shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by County. "Final Approval" in this sense shall mean formal recognition that the Basic Services have been fully carried out.

13.2 Revision to A/E Work Product.

A/E shall make, without expense to County, such revisions to A/E Work Product as may be required to correct negligent errors or omissions so A/E Work Product meets the needs of County, but after the approval of A/E Work Product any revisions, additions, or other modifications made

at County's request which involve extra services and expenses to A/E shall entitle A/E to additional compensation for such extra services and expenses; provided, however, A/E hereby agrees to perform any necessary corrections to A/E Work Products which are found to be in negligent error or omission as a result of A/E's development of A/E Work Product, at any time, without additional compensation. If it is necessary, due to such error or omission by A/E, to revise any A/E Work Product in order to make the Project constructible, A/E shall do so without additional compensation. In the event of any dispute over the classification of A/E's Work Products as Complete, Accepted, or Approved under this Agreement, the decision of County shall be final and binding on A/E, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

13.3 Days.

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

13.4 County's Reliance on A/E.

A/E's duties as set forth herein shall at no time be in any way diminished by reason of any review, evaluation, or approval by County nor shall A/E be released from any liability by reason of such review, evaluation or approval by County, it being understood that County, at all times, is ultimately relying upon A/E's skill, ability, and knowledge in performing the Basic Services required hereunder.

ARTICLE 14
SUSPENSION

Should County desire to suspend the Basic Services, but not to terminate this Agreement, then such suspension may be effected by County giving A/E **thirty (30) calendar days'** verbal notification followed by written confirmation to that effect. Such **thirty (30)-day** notice may be waived in writing by agreement and signature of both parties. The Basic Services may be reinstated and resumed in full force and effect within **sixty (60) days** of receipt of written notice from County to resume the Basic Services. Such **sixty (60)-day** notice may be waived in writing by agreement and signature of both parties. If this Agreement is suspended for more than **thirty (30) days**, A/E shall have the option of terminating this Agreement and, in the event, A/E shall be compensated for all Basic Services performed and reimbursable expenses incurred, provided such Basic Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

County assumes no liability for Basic Services performed or costs incurred prior to the date authorized by County for A/E to begin Basic Services, and/or during periods when Basic Services are suspended, and/or subsequent to the completion date.

ARTICLE 15
VIOLATION OF CONTRACT TERMS/ BREACH OF CONTRACT

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

ARTICLE 16
TERMINATION

This Agreement may be terminated as set forth below.

16.1
By mutual agreement and consent, in writing, of both parties.

16.2
By County, by notice in writing to A/E, as a consequence of failure by A/E to perform the Basic Services set forth herein in a satisfactory manner.

16.3
By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

16.4
By County, for reasons of its own and not subject to the mutual consent of A/E, upon not less than **thirty (30) days** written notice to A/E.

16.5
By satisfactory completion of all Basic Services and obligations described herein.

Should County terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to A/E. In determining the value of the Basic Services performed by A/E prior to termination, County shall be the sole judge. Compensation for Basic Services at termination will be based on a percentage of the Basic Services completed at that time. Should County terminate this Agreement under **Section 16.4** above, then the amount charged during the **thirty (30)-day** notice period shall not exceed the amount charged during the preceding **thirty (30) days**.

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

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

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

ARTICLE 17
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications, and data or programs stored electronically, (hereinafter referred to as "A/E Work Products") prepared by A/E and its subcontractors/ subconsultants are related exclusively to the services described in this Agreement and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of A/E's designs under this Agreement (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to A/E.

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

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

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

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

A/E shall have no liability for changes made to the drawings by other consultants subsequent to the completion of the Project. Any such change shall be sealed by A/E making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 18
PERSONNEL, EQUIPMENT, AND MATERIAL

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

ARTICLE 19
SUBCONTRACTING

A/E shall not assign, subcontract, or transfer any portion of the Basic Services under this Agreement without prior written approval from County. All subcontracts shall include the provisions required in this Agreement. No subcontract shall relieve A/E of any responsibilities under this Agreement.

ARTICLE 20
MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the right herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

ARTICLE 21
COMPLIANCE WITH LAWS

21.1 Compliance.

A/E shall render the services hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the architecture and engineering professions, and in recognition of such standards, A/E shall comply with all applicable federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including, without limitation, minimum/ maximum salary and wage statutes and regulations, and licensing laws and regulations. A/E shall furnish County with satisfactory proof of its compliance.

A/E shall further obtain all permits and licenses required in the performance of the Basic Services contracted for herein.

21.2 Taxes.

A/E shall pay all taxes, if any, required by law arising by virtue of the Basic Services performed hereunder. County is qualified for exemption pursuant to the provisions of **Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act**.

ARTICLE 22
INDEMNIFICATION

A/E AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY A/E, A/E'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH A/E INCLUDING, WITHOUT LIMITATION, A/E'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH A/E EXERCISES CONTROL.

A/E FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A/E'S FAILURE TO PAY A/E'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS AGREEMENT BY A/E.

A/E FURTHER AGREES TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY A/E IN THE PERFORMANCE OF THIS AGREEMENT.

THE LIMITS OF INSURANCE REQUIRED IN THIS AGREEMENT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT A/E'S OBLIGATIONS UNDER THIS **ARTICLE 22**. THE TERMS AND CONDITIONS CONTAINED IN THIS **ARTICLE 22** SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF COUNTY OR THIRD PARTIES FOR WHOM A/E IS NOT LEGALLY LIABLE, A/E'S OBLIGATIONS SHALL BE IN PROPORTION TO A/E'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST COUNTY IN WHICH CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY ACTS, ERRORS OR OMISSIONS OF A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS IN THE CONSTRUCTION DOCUMENTS OR IN THE ADMINISTRATION OF THIS AGREEMENT BY A/E OR ANY OF ITS EMPLOYEES OR

ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, AND/OR INADEQUATE SERVICES PURSUANT TO THE CONSTRUCTION PHASE-ADMINISTRATION OF THE CONSTRUCTION CONTRACT AS DEFINED AND REQUIRED BY THIS AGREEMENT, AGREEMENT EXHIBITS AND THE CONSTRUCTION CONTRACT DOCUMENTS, THEN COUNTY SHALL HAVE THE RIGHT TO JOIN A/E AT COUNTY'S COST. A/E SHALL ALSO HOLD COUNTY HARMLESS AND INDEMNIFY COUNTY TO THE EXTENT THAT A/E, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE A/E, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
PROFESSIONAL'S RESPONSIBILITIES

A/E shall be responsible for the accuracy of its Professional Services and shall promptly make necessary revisions or corrections to its Work Product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine A/E's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of **Article 31**. A/E shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
PROFESSIONAL'S SEAL

The responsible architect and engineer shall sign, seal, and date all appropriate submissions to County in accordance with Texas laws and the rules of the State Boards of Registration for Professionals.

ARTICLE 25
INSURANCE

A/E must comply with the following insurance requirements at all times during this Agreement:

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

25.1.1 Worker's Compensation in accordance with statutory requirements.

25.1.2 Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.

25.1.3 Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of $1,000,000.00 each accident.

25.1.4 Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

25.2 Certification of Coverage. Prior to the performance of any A/Eing Services, A/E shall furnish County with a Certificate of Insurance issued by the insurer evidencing the required coverages and terms under this article. The initial Certificate of Insurance is evidenced as **Exhibit F** herein entitled "Certificates of Insurance." As further set out below, A/E shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of A/E hereunder.

25.3 Additional Insureds; Waiver of Subrogation. "Williamson County, Texas, its directors, officers and employees" shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where "Williamson County, Texas, its directors, officers and employees" are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

25.4 Certificate Holder. The name of the Certificate Holder in the Certificate of Insurance issued by the insurer shall be as follows:

Williamson County, Texas
C/O: Williamson County Risk Management
301 SE Inner Loop
Georgetown, TX. 78626
Email: coi.submission@wilco.org

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

1. County shall be notified ten (10) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail, and by email to:

   Williamson County, Texas
   C/O: Williamson County Risk Management
   301 SE Inner Loop
   Georgetown, TX. 78626
   Email: coi.submission@wilco.org

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

25.6 Notices by A/E. A/E shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requirements set forth hereunder, A/E shall also notify County, within twenty-four (24) hours of receipt of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

25.7 Premiums and Deductible. A/E shall be responsible for payment of premiums for all of the insurance coverages required under this section. A/E further agrees that for each claim, suit

or action made against insurance provided hereunder, with respect to all matters for which the A/E is responsible hereunder, A/E shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over **$50,000** in the A/E's insurance must be declared and approved in writing by County in advance.

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

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

25.10 Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of A/E, A/E shall require each subcontractor/subconsultant performing work under this Agreement (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Agreement, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article, including the required provisions and additional policy conditions as shown below in this Article. Any requests for consent to reduce any insurance coverage limits requirements for A/E's subcontractors/subconsultants must be provided to County in writing and must set forth reasoning and justifications for decreasing such coverage limits. County may, at its sole discretion, consent to a reduction in the insurance coverage limits requirements for A/E's subcontractors/subconsultants; provided, however, consent by County must be in writing and such consent shall not relieve or decrease the liability of A/E hereunder.

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

25.11 Cost of Insurance. The cost of all insurance required herein to be secured and maintained by A/E shall be borne solely by A/E.

ARTICLE 26
SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. A/E may not assign, sublet, or transfer any interest in this Agreement, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 27
SEVERABILITY

In the event any 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, then 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.

ARTICLE 28
PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the sole agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter defined herein. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 29
A/E'S ACCOUNTING RECORDS

A/E agrees to maintain, for a period of **three (3) years** after final payment under this Agreement, detailed records, books, documents, and papers which are directly pertinent to the services to be performed under this Agreement and records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for the purposes of making audits, examinations, excerpts and transcriptions. A/E 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 detailed records, books, documents, and papers which are directly pertinent to the services to be performed under this Agreement and records of reimbursable costs and expenses of other providers for the purposes of making audits, examinations, excerpts, and transcriptions. A/E further agrees that County shall have access during normal working hours to all necessary A/E facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this **Article 29**. County shall give A/E reasonable advance notice of intended audits.

ARTICLE 30
GENERAL PROVISIONS

30.1 Time is of the Essence.

A/E understands and agrees that time is of the essence and that any failure of A/E to complete the Basic Services within the agreed Production Schedule set out in **Exhibit C** may constitute a material breach of this Agreement. A/E shall be fully responsible for its delays or for failures to use its reasonable efforts in accordance with the terms of this Agreement and A/E's standard of performance as defined herein. Where damage is caused to County due to A/E's negligent failure to perform, County may accordingly withhold, to the extent of such damage, A/E's payments hereunder without waiver of any of County's additional legal rights or remedies.

30.2 Force Majeure.

Neither County nor A/E shall be deemed in violation of this Agreement if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

30.3 Enforcement and Venue.

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

30.4 Standard of Performance.

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

30.5 Opinion of Probable Cost.

Any opinions of probable Project cost or probable construction cost provided by A/E are made on the basis of information available to A/E and on the basis of A/E's experience and qualifications and represents its judgment as an experienced and qualified professional. However, since A/E has no control over the cost of labor, materials, equipment, or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, A/E does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost A/E prepares.

30.6 Opinions and Determinations.

Where the terms of this Agreement provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

30.7 Reports of Accidents.

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

30.8 Gender, Number, and Headings.

Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context

otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

30.9 Construction.

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

30.10 Independent Contractor Relationship.

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

30.11 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.

30.12 Texas Public Information Act.

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

30.13 Governing Terms and Conditions.

If there is an irreconcilable conflict between the terms and conditions set forth in this Agreement or any Supplemental Agreement and the terms and conditions set forth in any Exhibit, Appendix to this Agreement, the terms and conditions set forth in this Agreement or any Supplemental Agreement shall control over the terms and conditions set forth in any Exhibit, Appendix to this Agreement.

30.14 Appropriation of Funds by County.

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. A/E understands and agrees that 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. It is further understood and agreed by A/E that County shall have the right to terminate this Agreement at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as

determined by County's budget for the fiscal year in question. County may affect such termination by giving written notice of termination to A/E.

ARTICLE 31
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and A/E shall 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, claim for benefits, 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. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Agreement shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation, if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of this Agreement.

ARTICLE 32
EQUAL OPPORTUNITY IN EMPLOYMENT

The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

ARTICLE 33
MERGER

The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

ARTICLE 34
PUBLIC CONTACT

Contact with the news media, citizens of Williamson County or governmental agencies shall be the responsibility of County. Under no circumstances shall A/E release any material or information developed in the performance of its services hereunder without the express written permission of County.

ARTICLE 35
A/E's REPRESENTATIONS

A/E represents that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to complete the services and perform its obligation under this Agreement and under the Contract Documents. A/E further represents and acknowledges that: (a) it is a sophisticated business entity that possesses the required level of experience and expertise in business administration, construction, and contract administration of projects of similar or like size, complexity, and nature as the Project and (b) the fee stated in this Agreement is adequate compensation for the timely completion of the Basic Services.

ARTICLE 36
CONFIDENTIALITY

A/E hereby acknowledges the services to be performed hereunder pertain to a secured correctional facility (Williamson County Jail) and that A/E must ensure that information relating all areas of the Williamson County Jail must not be disclosed to third parties. A/E expressly agrees that its employees, agents, or any other person or entity under contract with A/E including, without limitation, A/E's subconsultants, or any other entity over which A/E exercises control will not use any information relating to the Williamson County Jail that may be obtained while providing services hereunder for any purpose other than for what is necessary to perform the required services. A/E agrees to use the same degree of care as it uses to protect the confidentiality of its own confidential information, but no less than reasonable precautions to maintain confidentiality with respect to the Williamson County Jail, and to prevent disclosure thereof to persons other than its employees, agents, any other person or entity under contract with A/E including, without limitation, A/E's subconsultants, or any other entity over which A/E exercises control who need access to information regarding the Williamson County Jail to carry out their obligations under this Agreement. A/E agrees that A/E and its employees, agents, any other person or entity under contract with A/E including, without limitation, A/E's subconsultants, or any other entity over which A/E exercises control will not enter any unauthorized areas of the Wiliamson County Jail and will not disclose any information to unauthorized third parties and will take care to guard the security of the information at all times. A/E agrees that all of its employees, agents, any other person or entity under contract with A/E including, without limitation, A/E's subconsultants, or any other entity over which A/E exercises control shall be subject to background checks and that the Williamson County Sheriff or his agent will perform checks. County shall retain the right to deny right of entry to the Williamson County Jail to anyone.

ARTICLE 37
SIGNATORY WARRANTY

The undersigned signatory for A/E hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Agreement and that he/she has full and

complete authority to enter into this Agreement on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Agreement.

IN WITNESS WHEREOF, County has caused this Agreement to be signed in its name by its duly authorized County Judge, or presiding officer of the Williamson County Commissioners Court in the absence of the County Judge, thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

A/E:
MEP Consulting Engineers, Inc.

By: _____
Signature

Adam Nemati
Printed Name

Principal
Title

Date Signed: 03/12/2025

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

EXHIBIT A

SCOPE OF BASIC SERVICES

THE FOLLOWING SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE AGREEMENT. TO THE EXTENT THIS SCOPE OF SERVICES IS INCONSISTENT WITH THE AGREEMENT, THE AGREEMENT WILL SUPERSEDE THE SCOPE OF SERVICES AND WILL BE CONTROLLING.

In consideration of the Basic Fee provided in the Agreement, A/E shall perform the following Basic Services, based on standard architectural and engineering practices:

These services may include, but are not limited to as-built drawings, programming, architectural, structural, civil, mechanical, plumbing, electrical, hazardous materials, IT and security, landscape and irrigation, cost estimates and construction administration, master planning, facility condition assessment, forensic investigations, real estate evaluations, and specialized studies and analyses as agreed to by County and A/E.

GENERAL REQUIREMENTS

Design Criteria. A/E shall prepare all work in accordance with the latest version of applicable County's procedures, specifications, manuals, guidelines, standard drawings, and standard specifications. A/E shall prepare each Plans, Specifications, and Estimates (PS&E) package in a form suitable for letting through County's construction contract bidding and awarding process.

Right-of-Entry and Coordination. A/E shall notify County and secure permission to enter private property to perform any surveying, environmental, engineering or geotechnical activities needed off County property. In pursuance of County's policy with the general public, A/E shall not commit acts which would result in damages to private property, and A/E shall make every effort to comply with the wishes and address the concerns of affected private property owners. A/E shall contact each property owner prior to any entry onto the owner's property and shall request concurrence from County prior to each entry.

A/E shall notify County and coordinate with adjacent A/Es on all controls at project interfaces.

A/E shall prepare each exhibit necessary for approval by each utility, and other governmental or regulatory agency in compliance with the applicable format and guidelines required by each entity and as approved by County. A/E shall notify County in writing prior to beginning any services on any outside agency's exhibit.

Progress Reporting. A/E shall submit monthly (at a minimum) a progress status e-mail to County's Project Manager (PM) regardless of whether A/E is invoicing for that month.

A/E shall prepare and maintain a design and estimated construction schedule in a format reasonably acceptable to County during project phases prior to the Construction Administration Phase. A/E shall schedule milestone submittals per **Exhibit C – Production Schedule**. Contractor shall prepare and maintain a construction schedule in Gantt chart format during the

project Construction Administration Phase through the Close-out Phase.

Within **thirty (30) days** of completion of construction of the project, A/E shall deliver all electronic files in formats reasonably acceptable to County.

Final payment is contingent upon County's receipt and confirmation by County's PM that the electronic files function and are formatted in accordance with the Agreement and all review comments are addressed.

A/E shall prepare a letter of transmittal to accompany each document submittal to County. At a minimum, the letter of transmittal must include County's project name, Agreement and Work Authorization numbers, as well as facility name and address.

Coordination. A/E shall coordinate issues through County's PM. County will communicate, in writing, resolution of issues and provide A/E direction through County's PM.

Level of Effort. A/E shall base the level of effort at each phase on the prior work developed in earlier phases without unnecessary repetition or re-study.

Quality Assurance (QA) and Quality Control (QC). A/E shall provide peer review at all levels. For each deliverable, A/E shall maintain evidence of A/E's internal review and mark-up of that deliverable as preparation for submittal. When internal mark-ups are requested by County in advance, County, at its sole discretion, may reject the deliverable should A/E fail to provide the evidence of internal mark-ups. A/E shall clearly label each document submitted for quality assurance as an internal mark-up document.

A/E shall perform QA and QC on all consultant products (when applicable to the project) prior to delivery to County. If, during the course of reviewing a submittal, it becomes apparent to County that the submittal contains unreasonable errors, omissions, or inconsistencies, County may cease its review and immediately return the submittal for appropriate action by A/E.

A submittal returned to A/E for this reason is not a submittal for purposes of the submission schedule. Rejected submittals shall neither impact the overall deadline of the Project nor the review period allotted to County officials. A/E shall provide an updated schedule showing interim submission date changes to make-up for any lost time. A/E shall not submit an invoice until County accepts the submittal as reasonably complete.

Organization of Plan Sheets. The PS&E package shall be complete and organized in a manner that is suitable for the bidding and awarding of a construction contract.

Naming of Electronic Project Files and Organization of Design Project Folders. A/E shall use succinct and understandable file names including project name, document content, and date created (i.e. "*Project_DOCUMENT_yyyy.mm.dd*"). A/E shall maintain files in an organized folder structure that is readily understandable to outside users to facilitate communication and minimize complications in project close-out.

Referenced Documents. County standardized design and procedure documents are provided for public reference at the following web address:

https://www.wilcotx.gov/376/Facilities-Management

SCOPE OF WORK:

Cedar Park Annex
350 Discovery Blvd, Cedar Park, TX 78613
Facilities Management
4100.1032

Provide design services for the preparation of bid documents for the replacement of the existing fire alarm system at Williamson County Cedar Park Annex Building. The new fire alarm system will be a non-proprietary, code-compliant, addressable system. The design will prioritize reusing existing equipment where feasible and compatible, while replacing non-compliant or outdated components, including the water gong.

Design services shall be conducted in phases as outlined herein. Phases may be combined to expedite design process when defined in **Exhibit C – Production Schedule**. Individual phases or groups of phases shall be authorized herein or by fully executed Supplemental Agreement.

Phase I - SCHEMATIC DESIGN - 30% Program, Plans, Outline Specifications and Estimate

Upon receipt of written Notice to Proceed, A/E shall accomplish the following:

A. Investigate site/facility and verify known existing or available utility locations.

B. Review International Building Code (IBC), ASHRAE 90.1, ASHRAE 62.1, International Mechanical Code (IMC), National Electric Code (NEC), International Energy Conservation Code (IECC), and any other applicable codes and ordinances.

C. Advise County of any changes, additions, or corrections to the preliminary program, plans, specifications, and budget.

D. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase II - DESIGN DEVELOPMENT – 60% Plans, Specifications and Estimate

Upon County acceptance of previous phase, A/E shall proceed with the following:

A. Consult freely with County concerning the principal phases of the work and immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design Phase.

B. Develop plans and specifications, which indicate materials, construction methods and buildings systems. These building systems may include (but are not limited to) structural, mechanical, plumbing, and electrical.

C. Provide preliminary materials selection board to County for review with internal departments.

D. Prepare a Design Development level cost estimate in a form acceptable to County.

E. Submit Plans, Specifications, and all other required documentation for Site Development Permit application for the project with the local jurisdiction having review authority. Notify County's PM of any required submittal fees to be paid by County.

F. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase III - CONSTRUCTION DOCUMENTS – 100% Plans, Specifications, and Estimate

Upon County acceptance of previous phase, A/E shall proceed with the following:

A. Prepare complete plans, specifications and engineering calculations (without professional seals) setting forth in detail the work required for the architectural, structural, civil, mechanical, plumbing, electrical, landscaping and irrigation, and site work.

B. Consult freely with County concerning the principal phases of the work immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design and Design Development Phases.

C. Prepare a detailed cost estimate of the project on a form acceptable to County.

D. Prepare a construction schedule with a Gantt chart or other County approved format which lists the anticipated major activities required to complete the project.

E. Complete the PS&E for the entire Project and its component parts. The Project detailed cost estimate shall not exceed the project construction budget as approved in writing by County.

F. Update preliminary materials selection board or provide new for County project records.

G. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase IV – REGULATORY REVIEW AND PERMITS - Plans, Specifications, and Permits:

Upon County acceptance of previous phase, A/E shall proceed with the following:

A. When applicable, register the project with the Texas Department of Licensing and Regulation (TDLR) and obtain an EABPRJ number for inclusion on the project coversheet prior to Permit application submittal to the local jurisdiction having review authority. Register as the Owner's Designated Agent for further correspondence with TDLR and Registered Accessibility Specialist (RAS).

B. Participate in any Pre-submittal Meetings required by local jurisdiction prior to

Permit application submittal.

C. Submit Plans, Specifications, and all other required documentation for construction Permit application for the project with the local jurisdiction having review authority. Notify County's PM of any required submittal fees to be paid by County.

D. Submit Construction Documents and Specifications to the Registered Accessibility Specialist (RAS) approved by County for Architectural Barriers plan review.

E. Receive and respond to permitting comments by the local jurisdiction having review authority.

F. Revise plans and specifications as necessary to conform to permitting, accessibility, and budget requirements without additional charge to County.

G. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase V – CONSTRUCTION CONTRACT BIDDING, AWARD, AND EXECUTION

Upon County acceptance of previous phase, A/E shall proceed with the following:

A. Participate in a Pre-bid Meeting, answer RFI's from Contractors and suppliers, and prepare addenda items as required.

B. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase VI - CONSTRUCTION ADMINISTRATION - Project Observation

Upon County acceptance of previous phase, A/E shall perform the following services:

A. Provide general administration and be County's representative during the construction of the project. Advise, consult, and issue County's instructions to Contractor in writing with copies furnished to all parties. Prepare change orders and supplementary drawings.

B. Provide conformed construction drawing and specification sets for each issuance of Architect's Supplemental Instructions.

C. Conduct and oversee pre-construction meeting.

D. Process/ respond to Requests for Information, Change Proposals, Change Orders, Change Directives.

E. Review/ approve shop drawings, submittals, samples and mock-ups. Submit copies of each shop drawing and submittal of materials and equipment to County.

F. Conduct and oversee bi-weekly progress meetings.

G. Conduct site visits with personnel technically qualified by education and experience to competently observe relevant aspects of construction. Make necessary observations to determine if workmanship and quality of materials generally conform to the plans and specifications, and that provisions of the

contract are complied with.

H. Reject work performed by Contractor which does not meet the requirements of the Construction Documents; and, order removal and replacement of such work.

I. Review progress estimates of work performed and invoiced by Contractor. Within **three (3) business days** of receipt, submit written reviews to County.

J. Coordinate Texas Accessibility Standards (TAS) Inspection to be concurrent with Substantial Completion Inspection.

K. Accompany County on Substantial Completion Inspection with appropriate staff and affiliates. Prepare a punch list of items needing correction. After Contractor has performed the required corrections, notify County in writing that the contract has been performed in general conformance with the plans and specifications and is ready for Final Inspection.

L. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase VII – PROJECT CLOSE-OUT – Final Inspection and Document Review:

Upon County acceptance of previous phase, A/E shall perform the following services:

A. Accompany County on Final Inspection to determine if construction has been completed in general accordance with the Contract Documents.

B. Review warranties, guarantees, bonds, equipment operating instructions, and similar deliverables to verify receipt, and general conformance to requirements of the Contract.

C. After determining that the general requirements of the Plans and Specifications have been met, certify and approve Contractor's Final Application for Payment.

D. Upon completion of construction and prior to the request for final payment, make changes in the original REVIT or model CAD files of the Project to show changes made and noted by Contractor of the work and final location of the mechanical service lines and outlets including outside utilities. Develop project Record Construction Drawings and Specifications.

E. Provide deliverables in accordance with County's Design Submittal Guidelines.

EXHIBIT B

FEE SCHEDULE

This schedule indicates fees by Phase of the Basic Fee:		$	32,760	100%
100%	**MEPCE**	$	32,760	
Phase I - SCHEMATIC DESIGN		$	6,560	20%
	MEPCE	$	6,560	
Phase II - DESIGN DEVELOPMENT		$	8,520	26%
	MEPCE	$	8,520	
Phase III - CONSTRUCTION DOCUMENTS		$	12,450	38%
	MEPCE	$	12,450	
Phase IV - REGULATORY REVIEW AND PERMITS		$	650	2%
	MEPCE	$	650	
Phase V - BIDDING, AWARD, AND EXECUTION		$	650	2%
	MEPCE	$	650	
Phase VI - CONSTRUCTION ADMINISTRATION		$	3,280	10%
	MEPCE	$	3,280	
Phase VII - PROJECT CLOSE-OUT		$	650	2%
	MEPCE	$	650	

EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within **Three Hundred Ninety-Four (394) calendar days** from the date of this Agreement.

The above time limits may, for good cause, be extended, in writing, by County as the Project proceeds.

The schedule below indicates various project milestones and estimated target dates. Standard end-of-phase review periods for County shall be (21) calendar days.

Agreement Execution Date	**03/18/25**
Phase I - SCHEMATIC DESIGN	
Preliminary Scope and Budget analysis deliverables	04/08/25
30% Plans, Specifications and Estimate deliverables	04/22/25
County written authorization to proceed to next phase	05/06/25
Phase II - DESIGN DEVELOPMENT	
60% Plans, Specifications and Estimate deliverables	05/27/25
County written authorization to proceed to next phase	06/10/25
Phase III - CONSTRUCTION DOCUMENTS	
Site Development Plans application submittal to City	07/21/25
Complete Plans, Specifications and Estimate deliverables	07/10/25
County written authorization to proceed to next phase	07/24/25
Phase IV - REGULATORY REVIEW AND PERMITS	
Sealed Plans and Specifications and Estimate deliverables to County	08/14/25
Plans submittal to TDLR and Permit application submittal to City	08/21/25
Construction Permits received from City	09/19/25
Phase V - BIDDING, AWARD, AND EXECUTION	
Permitted Plans and Specifications and Estimate deliverables to County	09/26/25

County advertises project for Bid	10/03/25
Contract Award	11/03/25

Phase VI - CONSTRUCTION ADMINISTRATION

Contractor Notice to Proceed	11/10/25
Construction Substantial Completion	03/10/26

Phase VII - PROJECT CLOSE-OUT

Record Documents deliverables	04/09/26

All services shall be complete on, or before: **04/16/26**

EXHIBIT D

Williamson County
Vendor Reimbursement Policy

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

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

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 The County will only cover costs associated with travel for vendors outside a 45-mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for the County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $59.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $25.00 per day. The travel must be outside the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by a 45-mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only to vendors who do not have necessary personnel located within a 45-mile radius of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626, who are capable of carrying the vendor's obligations to the County. Meals will not be reimbursed to vendors who are located within a 45-mile radius of the Williamson County Courthouse.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)
7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by at least a 45-mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

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

9. Repayment of Non-reimbursable Expense.

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

10. Non-Reimbursable Expenses

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

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants

10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental
10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Technology Fees
10.27 Sales tax on goods purchased
10.28 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT E
DEBARMENT CERTIFICATION

STATE OF TEXAS **§**
§
COUNTY OF WILLIAMSON **§**

1. I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that A/E and its principals:

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

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

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

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

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

MEP Consulting Engineers, Inc.

Signature of Certifying Official

Adam Nemati
Printed Name of Certifying Official

Principal
Title of Certifying Official

03/12/2025
Date

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

* federal, state, or local

SUBSCRIBED and sworn to before me, the undersigned authority, by _____
Signatory Name
the _____ of _____, on behalf of said firm.
Signatory Title Entity Name

_____
Notary Public in and for the
State of Texas

My commission expires: _____

EXHIBIT F

CERTIFICATES OF INSURANCE

A/E and Subconsultant Certificates of Insurance attached:

CONSULTANT
DESIGN DELIVERABLE
GUIDELINES



Facilities Management Division
3101 SE Inner Loop
Georgetown, TX 78626

Design services shall be conducted in Phases as outlined herein. Depending on project scope, not all items apply. Depending on project complexity and scope, Phases may be consolidated to expedite design delivery. Rejection procedures are outlined at the end of this document.

SCHEMATIC DESIGN PHASE

The interim deliverable early in this phase shall be used to document and validate project requirements and allocated construction budget.

This deliverable shall consist of the following PDF documents:

1) Opinion of probable cost to validate or modify preliminary construction budget provided by County.
2) Detailed design narrative to validate or modify Preliminary Scope of Work provided by County.
3) Initial design delivery schedule.

The deliverable at the end of this phase represents approximately 30% of the design effort and shall be of sufficient detail to show how the users' functional and technical requirements will be met.

This deliverable shall consist of the following PDF documents:

1) Budget Analysis
    a. If self-performed, provide an updated opinion of probable cost.
    b. If utilizing a professional cost estimator, participating in a CMAR or Design-Build project, coordinate with Cost Estimator or General Contractor to provide a preliminary cost estimate based upon schematic design information.
2) Design narrative
    a. include modifications to Preliminary Scope of Work provided by County.
    b. include preliminary engineering calculations for ALL disciplines required for project scope.
3) Schematic Specifications
    a. include completed Cover Sheet with draft Table of Contents for ALL disciplines required for project scope.
4) Schematic drawing set for ALL disciplines required for project scope
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
    c. include completed Cover Sheet with draft Index of Drawings for ALL disciplines required for project scope and applicable code compliance list.
    d. See specific minimum requirements for each discipline (if required for project scope):

Civil:	Provide concept Site Plan with grading and roadway layout
	Determine water supply and wastewater service
	If septic system is required, determine system type and size
Structural:	Determine concept structural system(s)
Architecture:	Plans, Elevations, overall Sections marked for Detail Sections
	Block-out window, door, finish and wall type schedules
Electrical:	Determine lighting type(s)
	Determine electrical distribution type(s)
	Review drawings for adequate space for electrical system(s)
	Initiate contacts with electric and telephone service providers
Mechanical:	Determine HVAC type(s)
	Review drawings for adequate space for HVAC system(s)
Plumbing:	Verify adequate sanitary sewer fall from building elevation
IT / Security:	TBD

5) Updated design delivery schedule.

DESIGN DEVELOPMENT PHASE

The deliverable at the end of this phase represents approximately 60% of the design effort and is intended to verify that the drawings, design analysis, specifications, and cost estimate are proceeding in a timely manner and that the design criteria and previous review comments have been correctly interpreted.

This deliverable shall consist of the following PDF documents:

1) Budget Analysis
    a. If self-performed, Architect shall provide an updated opinion of probable cost
    b. If utilizing a professional cost estimator or participating in a CMAR project, coordinate with Cost Estimator or General Contractor to provide a detailed cost estimate based upon design development information.
2) Design Analysis developed to approximately 60% completion
3) Red-lined marked-up specification sections for ALL disciplines required for project scope.
4) Approximately 60% complete drawings including those addressing construction phasing
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
    c. See specific requirements for each discipline (if required for project scope):

Civil:	Provide refined Site Plan with grading, roadway and parking
	Establish license / service agreements for water and wastewater
	If septic system is required, submit permit application to Wilco OSSF
Structural:	Provide preliminary design of structural systems
	Assist in obtaining Geotech borings
Architectural:	Noted Plans, Elevations, and Sections
	Floor, wall, roof Sections marked for Details
	Draft window, door, finish and wall type Schedules
Electrical:	Light fixtures located on drawings
	Receptacles located on drawings
	Panels located on drawings
	Circuits laid-out in single-line form
	Fixture schedule 60% complete
	Panels schedule 60% complete
	Riser diagram(s) 60% complete
Mechanical:	Equipment schedule complete
	Equipment located
	Ductwork laid-out
	Diffuser schedule complete
Plumbing:	Plumbing fixtures located on drawings
	Plumbing lines laid-out
	Fixture schedule(s) 60% complete
	Riser diagram(s) 60% complete
IT / Security:	TBD

5) Preliminary Material Finishes and Selections board
6) Updated design delivery schedule.
7) Sealed Site Permit drawings.

CONSTRUCTION DOCUMENTATION PHASE

*The deliverable at the end of this phase represents completion of proposed Construction Documents (**NO SEALS**) subject to incorporation of any review comments resulting from review of deliverable*.

This deliverable shall consist of the following PDF documents:

1) Budget Analysis
    a. If self-performed, Architect shall provide an updated opinion of probable cost
    b. If utilizing a professional cost estimator or participating in a CMAR project, coordinate with Cost Estimator or General Contractor to provide a final detailed cost estimate based upon construction documents.
2) Design Analysis with all items complete. It shall include all backup material previously submitted and revised (as necessary), all design calculations, all explanatory material giving the design rationale for any design decisions which would not be obvious to an engineer reviewing the final drawings and specifications.
3) Final edited specifications (**NO SEALS**).
4) Complete Drawings including those addressing project construction phasing. (**NO SEALS**)
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
    c. TDLR registration number included on Cover Sheet.
    d. See specific requirements for each discipline (if required for project scope):

Civil:	Details complete
	Approved licensing agreements and permits
Structural:	Details complete
Architecture:	Door / Window schedules complete
	Interior finish schedule(s) complete
	Details complete
Electrical:	Fixture schedule complete
	Panels schedule complete
	Riser diagram(s) complete
	Details complete
Mechanical:	Equipment schedule complete
	Diffuser schedule complete
	Details complete
Plumbing:	Fixture schedule complete
	Riser diagram(s) complete
	Irrigation connections complete (if required)
	Details complete
IT / Security	TBD

5) Final Material Finishes and Selections board
6) Proposed construction schedule.

REGULATORY REVIEW & PERMITTING PHASE

The deliverable at the end of this phase includes BIM/AutoCAD files and permitted Construction Documents.

At the beginning of this phase provide the following PDF documents for record:

1) Sealed Construction Drawings.
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
2) Sealed Specifications.
3) Complete Drawings submitted to Registered Accessibility Specialist (RAS) for review.

This deliverable shall consist of updated **REVIT model / AutoCAD DWGs** and the following PDF documents:

1) Permitted Site Development Drawings.
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
2) Permitted Construction Drawings.
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
3) Permitted Specifications.

CONSTRUCTION CONTRACT BIDDING, AWARD, & EXECUTION PHASE

The deliverable at the end of this phase includes BIM/AutoCAD files and revised Construction Documents.

This deliverable shall consist of updated **REVIT model / AutoCAD DWGs** and the following PDF documents:

1) Construction Drawings Addenda.
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
2) Specifications Addenda.
3) Bid Tabulation

CONSTRUCTION ADMINISTRATION PHASE

Various deliverables are required throughout this phase

As required, provide the following PDF documents:

1) Copies of Change Orders and Supplementary Drawings
2) Copies of reviewed shop drawings and submittals
3) Conformed drawing set for each issuance of Architect's Supplemental Instructions.
4) Reviews of Contractor's Pay Applications
5) Punch list of items needing correction before Substantial Completion Inspection
6) Written notice that contract has been performed in general conformance with plans and specifications and is ready for Final Inspection.

PROJECT CLOSE-OUT PHASE

The deliverable at the end of this phase includes record BIM/AutoCAD files and record Construction Documents.

This deliverable shall consist of updated **REVIT model / AutoCAD DWGs** and the following PDF documents:

1) "Clean" PDF of Building Plan(s) w/ Room #s coordinated with Fire Marshal review.
2) Record Construction Drawings.
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
3) Record Specifications.
4) Reviewed and compiled warranties, guarantees, and operation manuals

DELIVERABLE REVIEW STAMP

For standardization purposes during design Phases:

1) DO NOT track design review deliverables in the Revisions table of the Title Block.

2) Affix Interim Stamp with appropriate information in the location the Architect / Engineer seal will appear on each drawing sheet and Specifications title page.

3) See adjacent example for "Interim Stamp"



REJECTION OF DELIVERABLE

If the requirements of any deliverable phase are not met, the County will implement the following procedures:

1) The County will provide e-mail notice to Consultant that deliverable is rejected as soon as practical. Notice may include summary of deficiencies, red-line mark-ups, etc.

2) Consultant shall have seven (7) business days to resubmit with all required elements of the given review phase.

3) Within two (2) days of receipt of resubmission, the County will provide notice to Consultant that deliverable is accepted. At which point, the regular the County review process shall restart for the given review phase.

4) Rejected Consultant deliverables shall not impact overall deadline of the Project nor the review period allotted to the County officials.

5) Consultant shall provide an updated schedule showing interim submission date changes to make-up for any lost time.

6) Consultant shall not submit an invoice until the County accepts a Phase deliverable as functionally complete.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1280251

Date Filed:
03/11/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

MEP Consulting Engineers, Inc.
Irving, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Cedar Park Annex Fire Alarm
Fire Alarm System Design

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Adam Nemati, and my date of birth is 5/4/1980.

My address is [redacted] (street), [redacted] (city), TX (state), [redacted] (zip code), US (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 11 day of 03 (month), 20 25 (year).

Nemati

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1280251

Date Filed:
03/11/2025

Date Acknowledged:
03/17/2025

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

MEP Consulting Engineers, Inc.
Irving, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Cedar Park Annex Fire Alarm
Fire Alarm System Design

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **40.**

Meeting Date: 03/25/2025

Approval of Agreement for Construction Service #2025180 with Aqualogic Water Consulting, LLC for Cooling Tower Project – Lake Creek Annex for Facilities Management

Submitted For: Joy Simonton **Submitted By:** Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Services Contract #2025180 between Aqualogic Water Consulting, LLC and Williamson County for Cooling Tower Project – Lake Creek Annex, in the amount of Fifteen Thousand Five Hundred Fifty-Eight Dollars ($15,558.00), and execution of the agreement, funding source is P632.

Background

This is for the Cooling Tower project at the Lake Creek Annex, 9500 Lake Creek Parkway, Austin TX 78717. Detailed Scope of Work is attached. This purchase complies with the purchasing policy. Contract Audit and General Counsel reviewed. The funding source is P632 and the point of contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Aqualogic_Agreement for Construction Services_2025.03.17

Form 1295 Aqualogic Water Consulting complete

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/19/2025 01:48 PM
County Judge Exec Asst.	Andrea Schiele	03/19/2025 11:11 PM
Form Started By: Johnny Grimaldo		Started On: 03/14/2025 10:13 AM
Final Approval Date: 03/19/2025		

Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and Aqualogic Water Consulting, LLC. ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor for the construction of Lake Creek Annex Cooling Tower (hereinafter called the "Project"). The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Project, or any phase of the Project, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work").

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the sum of **Fifteen Thousand Five Hundred Fifty-Eight Dollars ($15,558.00)** in accordance with the terms and conditions of this Agreement.

ARTICLE 3 PLANS AND SPECIFICATIONS: The Work shall be performed pursuant to and in accordance with the plans and specifications attached hereto as **Exhibit "A"**, as well as any revisions made thereto.

ARTICLE 4 CONTRACT TIME:

4.1 Contractor shall commence the Work upon instruction to do so from the Owner and shall achieve Substantial Completion within **one hundred fifty (150) calendar days** from the date the Work is commenced; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Unless otherwise specified in writing, Contractor shall achieve Final Completion within **thirty (30) calendar days of Substantial Completion**. Owner shall determine when the Project has been fully and finally completed to its satisfaction. The time set forth for completion of the work is an essential element of the Agreement.

4.2 Liquidated Damages.

Contractor acknowledges and recognizes that Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that Owner has entered into, or will enter into, binding agreements upon Contractor's achieving Substantial Completion of the Work within the Contract Time. Contractor further acknowledges and agrees that if Contractor fails to complete substantially or cause the Substantial Completion of any Phase

of the Work within the Contract Time, Owner will sustain extensive damages and serious loss as a result of such failure. In the cases of missed scheduled events, which incur exact losses of revenue and exact expenses for fees and other cancellation costs, Contractor shall be responsible for the exact amount of damages sustained by Owner. In other cases, the exact amount of such damages will be extremely difficult to ascertain. Therefore, Owner and Contractor agree as set forth below:

4.2.1 Subject to the other terms and conditions herein, if Substantial Completion is not achieved by the date specified above or by such date to which the Contract Time may be extended, the Contract Price shall be reduced by **Five Hundred Dollars ($500.) per calendar day** as liquidated damages and not as a penalty, until the date of Substantial Completion. Force majeure shall apply relative to both rain/snow delays (acts of nature) and/or supply delays over which Contractor has no control, and such force majeure delays shall not be subject to such reduction of the Contract Price.

4.2.2 Owner may deduct liquidated damages described herein from any unpaid amounts then or thereafter due Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due Contractor shall be payable by Contractor to Owner at the demand of Owner, together with the interest from the date of the demand at a rate equal to the prime interest rate as published by the Wall Street Journal on the **first (1st) business day** after such amounts are demanded.

4.2.3 Notwithstanding anything to the contrary in this Agreement, if Owner is unable to recover any portion of liquidated damages in accordance with the terms and conditions herein because it is found to be unenforceable or invalid as a penalty or otherwise, then, Owner shall be entitled to recover from Contractor all of Owner's actual damages in connection with the failure by Contractor to achieve Substantial Completion of the Work within the Contract Time, including, without limitation, direct, indirect, or consequential damages.

ARTICLE 5 PAYMENT:

5.1 Contractor shall receive one lump sum payment of the Contract Price upon completion of the Project.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

6.1 Contractor shall render, diligently and competently in accordance with the highest standards used in the profession, all Contractor services which shall be necessary or advisable for the expeditious, economical and satisfactory completion of the Project. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations and to further the interests of Owner in accordance with Owner's requirements and procedures.

6.2 Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

6.3 Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

6.4 Contractor shall be responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work.

6.5 Insurance. Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner. All policies of insurance provided by the Contractor must comply with the requirements set forth herein, the Agreement and the laws of the State of Texas.

6.5.1 The Contractor shall provide and maintain, until the Work covered in the Agreement is completed and accepted by the Owner, the minimum insurance coverages in the minimum amounts as described below.

	Type of Coverage	Limits of Liability
.1	Worker's Compensation	Statutory
.2	Employer's Liability	
	Bodily Injury by Accident	$500,000 Ea. Accident
	Bodily Injury by Disease	$500,000 Ea. Employee
	Bodily Injury by Disease	$500,000 Policy Limit

.3 Commercial general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER OCCURRENCE
Commercial General Liability (including premises,	$1,000,000

completed operations
and contractual)

Aggregate policy limits: $2,000,000

.4 Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	$1,000,000	$1,000,000
Property damage	$1,000,000	$1,000,000
Aggregate policy limits	No aggregate limit	

.5 Damage to Rented Property/Premises (Ea. Occurrence): $100,000

.6 Builder's Risk Insurance (all-risks)

An all-risk policy, in the amount equal at all times to 100% of the Contract Price. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name its Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

a. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

b. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions if any. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

.7. Flood insurance when specified in Supplementary General Conditions or Special Conditions.

.8. Umbrella coverage in the amount of not less than $5,000,000.

6.5.2 Workers' Compensation Insurance Coverage:

1. Definitions:

   (a) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.
   (b) Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by the Owner.
   (c) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
   (d) Persons providing services on the Project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

2. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.
3. The Contractor must provide a certificate of coverage prior to execution of the Agreement/Contract, and in no event later than ten (10) days from Notice of Award.
4. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.
5. The Contractor shall obtain from each person providing services on a project, and provide to the Owner:

   (a.) a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

(b.) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

6. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.
7. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.
8. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

9. The Contractor shall contractually require each person with who it contracts to provide services on a project, to:

(a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;
(b) provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;
(c) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
(d) obtain from each other person with whom it contracts, and provide to the Contractor:

i. a certificate of coverage, prior to the other person beginning work on the Project; and
ii. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

(e) retain all required certificate of coverage on file for the duration of the Project and for one year thereafter;
(f) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

(g) contractually require each person with whom it contracts, to perform as required by paragraphs (a)-(g), with the certificates of coverage to be provided to the person for whom they are providing services.

10. By signing the Agreement/Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

11. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the Agreement/Contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.

6.5.3 If insurance policies are not written for the amounts specified herein, Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of primary coverage.

6.5.4 Insurance coverage required hereunder shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company, or otherwise acceptable to Owner.

6.5.5 **The Owner ("Williamson County, Texas"), its officials, employees and volunteers shall be named as an additional insured on all required policies.** These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by that insurer to bind coverage on its behalf.

6.5.6 The furnishing of the above listed insurance coverage, as may be modified by the Agreement, must be tendered prior to execution of the Agreement/Contract, and in no event later than ten (10) days from Notice of Award.

6.5.7 Owner reserves the right to review the insurance requirements set forth herein during the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

6.5.8 Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the

Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

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

6.5.10 Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement hereunder just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement hereunder shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

ARTICLE 7 INDEMNITY:

7.1 INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, Contractor SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF CONTRACTOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE PROJECT SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. CONTRACTOR HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OR THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES,

ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF CONTRACTOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

7.2 Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, or of the various departments comprising Owner, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 8 WARRANTY:

8.1 Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

8.2 Contractor shall provide warranty services for the Work for a **full twelve (12) months** following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

ARTICLE 9 PREVAILING WAGE RATE:

9.1 Duty to Pay Prevailing Wage Rates. The Contractor shall pay not less than the wage scale of the various classes of labor as shown on the "Prevailing Wage Schedule", as defined below. The specified wage rates are minimum rates only, and are not representations that qualified labor adequate to perform the Work is available locally at the prevailing wage rates. The Owner is not bound to pay—and will not consider—any claims for additional compensation made by any Contractor because the Contractor pays wages in excess of the applicable minimum rate contained in the Agreement. The "Prevailing Wage Schedule" is not a representation that quantities of qualified labor adequate to perform the Work may be found locally at the specified wage rates.

9.1.2 For classifications not shown, workers shall not be paid less than the wage indicated for Laborers. The Contractor shall notify each worker commencing work on the Project of the worker's job classification and the established minimum wage rate required to be paid, as well as the actual amount being paid. The notice must be delivered to and signed in acknowledgement of receipt by the employee and must list both the monetary wages and fringe benefits to be paid or furnished for each classification in which the

worker is assigned duties. When requested by Owner, competent evidence of compliance with the Texas Prevailing Wage Law shall be furnished by Contractor.

9.1.3 A copy of each worker wage rate notification shall be submitted to the Owner with the Application for Payment for the period during which the worker began on-site activities.

9.2 Prevailing Wage Schedule. Pursuant to Texas Government Code Section 2258.022(2), the general prevailing rate of per diem wages for each craft or type of worker needed to execute the Contract and the prevailing rate for legal holiday and overtime work shall be the most recent prevailing wage rate for Williamson County, Texas for building construction as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, which are published and can be obtained online at https://sam.gov/search/?index=dbra (the "Prevailing Wage Schedule"). Should the Contractor at any time become aware that a particular skill or trade not reflected on the Prevailing Wage Schedule will be or is being employed in the Work, whether by the Contractor or by a subcontractor, the Contractor shall promptly inform the Owner and shall specify a wage rate for that skill or trade, which shall bind the Contractor.

9.3 Penalty for Violation. The Contractor and any Subcontractor shall pay to the Owner a penalty of sixty dollars ($60.00) for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the Prevailing Wage Schedule or any supplement or update thereto pursuant to previsions above. The Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the Work, and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the Owner.

9.4 Complaints of Violations of Prevailing Wage Rates. Within thirty-one (31) days of receipt of information concerning a violation of Texas Government Code, Chapter 2258, the Owner shall make an initial determination as to whether good cause exists to believe a violation occurred. The Owner's decision on the initial determination shall be reduced to writing and sent to the Contractor or Subcontractor against whom the violation was alleged, and to the affected worker. When a good cause finding is made, the Owner shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the Prevailing Wage Schedule and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.

9.5 Arbitration Required if Violation not Resolved. After the Owner makes its initial determination, the affected Contractor or Subcontractor and worker have fourteen (14) days in which to resolve the issue of whether a violation occurred, including the amount that should be retained by Owner or paid to the affected worker. If the Contractor or Subcontractor and affected worker reach an agreement concerning the worker's claim, the Contractor shall promptly notify the Owner in a written document signed by the worker. If the Contractor or Subcontractor and affected worker do not agree before the fifteenth (15th) day after the Owner's determination, the Contractor or Subcontractor and affected worker must participate in binding arbitration in

accordance with the Texas General Arbitration Act, Chapter 171, Tex. Civ. Prac. & Rem. Code. The parties to the arbitration have ten (10) days after the expiration of the fifteen (15) days referred to above, to agree on an arbitrator; if by the eleventh (11th) day there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

9.6 Arbitration Award. If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the Contractor or Subcontractor the amount of penalty as provided herein and the amount owed the worker. The Owner may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the Owner has not retained enough from the Contractor or Subcontractor to pay the worker in accordance with the arbitration award, the worker has a right of action against the Contractor and Subcontractor as appropriate, and the surety of either to receive the amount owed, attorneys' fees and court costs. The Contractor shall promptly furnish a copy of the arbitration award to the Owner.

9.7 Prevailing Wage Retainage. Money retained pursuant to this section shall be used to pay the claimant or claimants the difference between the amount the worker received in wages for labor on the Project at the rate paid by the Contractor or Subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the Contractor or Subcontractor affected, or in the arbitrator's award. The full statutory penalty of sixty dollars ($60.00) per day of violation per worker shall be retained by the Owner to offset its administrative costs, pursuant to Texas Government Code, §2258.023. Any retained funds in excess of these amounts shall be paid to the Contractor on the earlier of the next progress payment or final payment. Provided, however, that the Owner shall have no duty to release any funds to either the claimant or the Contractor until it has received the notices of agreement or the arbitration award as provided in this section.

9.8 No Extension of Time. If the Owner determines that good cause exists to believe a violation has occurred, the Contractor shall not be entitled to an extension of time for any delay arising directly or indirectly from of the procedures set forth in this section.

ARTICLE 10 INTENTIONALLY DELETED

ARTICLE 11 TERMINATION OR SUSPENSION OF THE AGREEMENT

11.1 Termination by Contractor

If one of the reasons described below exists, the Contractor may, upon thirty (30) business days written notice to the Owner, terminate the Agreement and recover from the Owner payment for Work executed, including reasonable overhead, profit, and costs incurred by reason of such termination:

11.1.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

11.1.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped; or

11.1.3 If the Work is stopped for a period of ninety (90) consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Agreement.

11.2 Termination by the Owner for Cause

11.2.1 The Owner may terminate the Agreement if the Contractor:

11.2.1.1 Fails to commence the Work in accordance with the provisions of the Agreement;
11.2.1.2 Fails to prosecute the Work to completion thereof in a diligent, efficient, timely, workmanlike, skillful and careful manner and in strict accordance with the provisions of the Agreement;
11.2.1.3 Fails to use an adequate amount or quality of personnel or equipment to complete the Work without undue delay;
11.2.1.4 Fails to perform any of its obligations under the Agreement;
11.2.1.5 Fails to make prompt payments when due to its Subcontractors and Suppliers, or as required by **Texas Government Code, Chapter 2251**;
11.2.1.6 Files any petition or other pleading seeking any relief under any provisions of the Federal Bankruptcy Act, as amended, or any other federal or state statute or law providing for reorganization of debts or other relief from creditors, permits a receiver or other person to be appointed on account of its insolvency or financial condition, or becomes insolvent;
11.2.1.7 Creates any situation or state of facts which would authorize or permit an involuntary petition in bankruptcy to be filed against Contractor; or
11.2.1.8 Has not met or in Owner's opinion will not meet the dates of Substantial Completion set forth in the Agreement.

11.2.2 When any of the reasons under **Paragraph 11.2.1** exist, the Owner, in its sole and absolute discretion, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, **thirty (30) calendar days** written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety, exclude the Contractor from the Project site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor; accept assignment of subcontracts of Contractors subcontractors; and finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

11.2.3 When the Owner terminates the Agreement for one of the reasons stated in **Paragraph 11.2.1**, the Contractor shall not be entitled to receive payment until the Work is finished. In the event that it is determined that sufficient cause did not exist for termination under this **Section 11.2**, then the termination shall be considered a termination for convenience, under **Section 11.4**, below.

11.2.4 If the unpaid balance of the Contract Price exceeds costs of finishing the Work, including compensation for expenses made necessary thereby, and other damages and costs incurred by the

Owner in finishing the Work and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

11.3 Suspension by the Owner for Convenience

11.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

11.3.2 The Contract Price and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in **Paragraph 11.3.1**. Adjustment of the Contract Price shall include profit. No adjustment shall be made to the extent:

11.3.2.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

11.3.2.2 that an equitable adjustment is made or denied under another provision of the Agreement.

11.4 Termination by the Owner for Convenience

11.4.1 The Owner may, at any time, terminate the Agreement for the Owner's convenience and without cause.

11.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

11.4.2.1 Cease operations as directed by the Owner in the notice;

11.4.2.2 Take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

11.4.2.3 Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

11.4.3 Upon Owner's termination for convenience, costs of the Work executed, including reasonable overhead and profit, incurred to and including the date of termination, will be due and payable to Contractor in accordance with the Agreement.

ARTICLE 12 MISCELLANEOUS PROVISIONS:

12.1 Interest and Late Payments. Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner 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 Owner'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 Contractor, Owner shall notify Contractor of the error not later than the twenty first (21st) day after the date Owner receives the invoice/application for payment. If the error is resolved in favor of Contractor, Contractor shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by Contractor beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the Owner, Contractor 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.

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

12.3 Assignment. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party.

12.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County, Texas where the Project is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the Project in which the Owner is a party.

12.5 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

12.6 Notices. All notices, consents, approvals, demands, requests or other communications relied on by the parties shall be in writing. Written notice shall be deemed to have been given when delivered in person to the designated representative of the Contractor or Owner for whom it is intended; or sent by U. S. Mail to the last known business address of the designated representative.

12.7 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this

Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

12.8 Relationship of the Parties. Contractor shall be an independent contractor under this agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

12.9 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.

12.10 No Waiver of Sovereign Immunity. Nothing herein shall be construed as a waiver of sovereign immunity by Owner.

12.11 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

12.12 Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the Owner with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

12.13 Entire Agreement & Incorporated Documents; Conflicting Terms. This Agreement constitutes the entire agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties.

The following documents shall comprise the Contract Documents:

1. This Agreement between Owner and Contractor;
2. Exhibit "A" – Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Agreement; and
4. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

In the event of a dispute or conflict relating to the terms and conditions of the Contract Documents, applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence:

1. This Agreement between Owner and Contractor;
2. Exhibit "A" – Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Agreement; and
4. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof.

OWNER:	**CONTRACTOR:**
WILLIAMSON COUNTY, TEXAS, a political subdivision of the state of Texas	AquaLogic Water Consulting, LLC.
By: _____	By: Nina Helburn
Printed Name: _____	Printed Name: Nina Helburn
Title: _____	Title: President
Date: _____	Date: March 17, 2025

Exhibit “A”

Plans and Specifications

Location of Project: Williamson County Lake Creek Annex, 9500 Lake Creek Pkwy., Austin, TX 78717

Scope of Work:
Provide and install internal chemical equipment to feed cooling tower.

Equipment & Installation:

- All Pumps
- Controllers
- Sensors
- Corrosion Study Station
- Injection Point

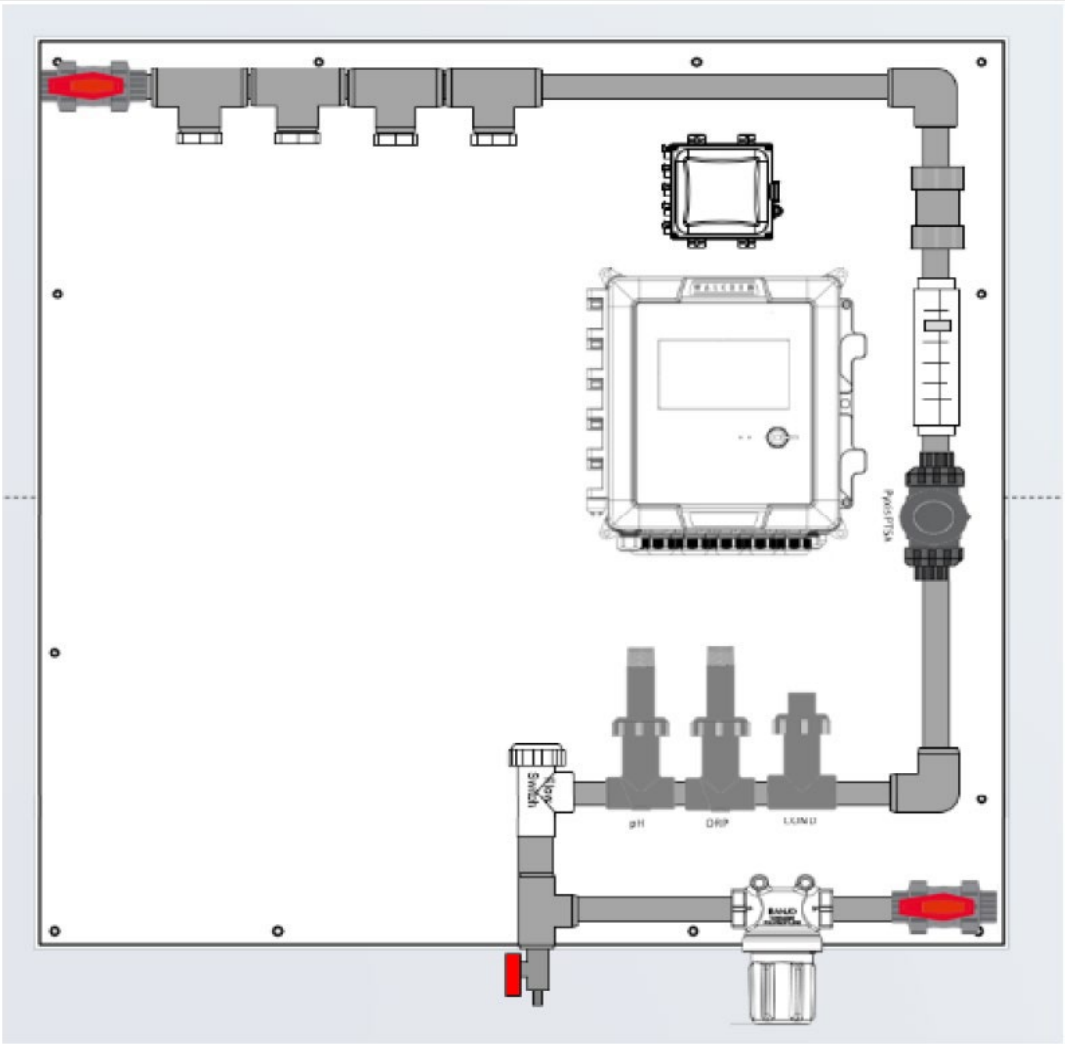


Exhibit A
Williamson County Lake Creek Annex - Cooling Tower

AQUALOGIC WATER CONSULTING

EQUIPMENT INFORMATION

Conductivity, pH/ORP & Disinfection



Intuition-6™ Series
Water Treatment Controllers

Enjoy unparalleled versatility and a collection of sensors and powerful built-in algorithms for control of chemical metering pumps and valves in a broad range of water treatment applications

KEY BENEFITS

- Large touchscreen display with icon based programming makes setup easy
- Universal sensor input provides extraordinary flexibility; the same controller can be used with almost any type of sensor needed
- Six relay control outputs
- Combination sensor input & analog input board that adds even more flexibility
- Lead/Lag control of relays
- Optional dual analog (4-20 mA) input for Fluorometers or nearly any other process value
- Multiple language support allows simple setup no matter where your business takes you
- Economical wall-mount package for easy installation
- On-screen and web page graphing of sensor values and control output status
- The Intuition-6™ with amperometric chlorine sensors can be used for reporting chlorine

Chemical Injection Pump



EJ Series
Metering Pump

The EJ Series provides precise chemical injection at an economical price.



Universal voltage capability enables operation from 100 - 240 VAC in virtually all countries. The EJ Series are compact, simple to operate and have outputs to 3.2 GPH (12.0 LPH) and a maximum pressure of 175 PSI (1.2 MPa).

KEY BENEFITS

High Speed Performance
The EJ Series operate at 360 strokes-per-minute, providing high resolution chemical feed and high turndown capability. Most competitive products operate at slower speeds, resulting in slug feeding, accelerated diaphragm wear and poor feed control.

Universal Voltage
The Universal Voltage Function enables the EJ Series to operate at any AC voltage. The EJ Series also conform to global standards.

External Control
The EJ Series have both digital input and Stop/Start inputs built into the pump, enabling either proportional or On/Off control.

IP65 Equivalent Protection
A robust housing protects the pump from normal wear. Mounting the Digital Display and Key Pad control within the drive housing creates a highly water resistant design. A clear cover further protects the pump from liquids.

SPECIFICATIONS

MEASUREMENT PERFORMANCE

	Range	Resolution	Accuracy
0.01 Cell Contacting Conductivity	0-300 µS/cm	0.01 µS/cm, 0.0001 mS/cm, 0.001 mS/m, 0.0001 S/m, 0.01 ppm	±1% of reading
0.1 Cell Contacting Conductivity	0-3,000 µS/cm	0.1 µS/cm, 0.0001 mS/cm, 0.01 mS/m, 0.0001 S/m, 0.1 ppm	±1% of reading
1.0 Cell Contacting Conductivity	0-30,000 µS/cm	1 µS/cm, 0.001 mS/cm, 0.1 mS/m, 0.0001 S/m, 1 ppm	±1% of reading
10.0 Cell Contacting Conductivity	0-300,000 µS/cm	10 µS/cm, 0.01 mS/cm, 1 mS/m, 0.001 S/m, 10 ppm	±1% of reading
pH	-2 to 16 pH units	0.01 pH units	±0.01% of reading
ORP/Ion Selective Electrode	-1500 to 1500 mV	0.1 mV	±1 mV
Disinfection sensors	-2000 to 1500 mV	0.1 mV	±1 mV
	0 - 2 ppm to 0 - 20,000 ppm	Varies with range and slope	Varies with range and slope
Electrodeless Conductivity	500 - 12,000 µS/cm	1 µS/cm, 0.01 mS/cm, 0.1 mS/m, 0.001 S/m, 1 ppm	±1% of reading
	3,000-40,000 µS/cm	1 µS/cm, 0.01 mS/cm, 0.1 mS/m, 0.001 S/m, 1 ppm	±1% of reading
	10,000-150,000 µS/cm	10 µS/cm, 0.1 mS/cm, 1 mS/m, 0.01 S/m, 10 ppm	±1% of reading
	50,000-500,000 µS/cm	10 µS/cm, 0.1 mS/cm, 1 mS/m, 0.01 S/m, 10 ppm	±1% of reading
	200,000-2,000,000 µS/cm	100 µS/cm, 0.1 mS/cm, 1 mS/m, 0.1 S/m, 100 ppm	±1% of reading
Temperature	23 to 500°F (-5 to 260°C)	0.1°F (0.1°C)	±1% of reading within range

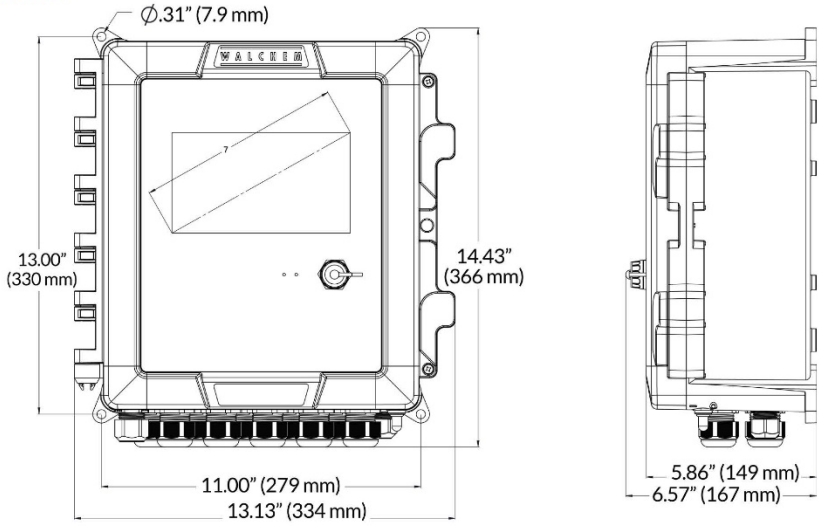
Temp.°C	Range Multiplier%
0	181.3
10	139.9
15	124.2
20	111.1
25	100.0
30	90.6
35	82.5
40	75.5
50	64.3
60	55.6
70	48.9

Temp.°C	Range Multiplier%
80	43.5
90	39.2
100	35.7
110	32.8
120	30.4
130	28.5
140	26.9
150	25.5
160	24.4
170	23.6
180	22.9

Note: Conductivity ranges above apply at 25°C. At higher temperatures, the range is reduced per the range multiplier chart.



DIMENSIONS



SPECIFICATIONS

INPUTS

Power
(model code dependent)
Relay Board Option 9: 100 to 240 VAC +/- 10%, 50 or 60 Hz, 20 A max
All other options: 100 to 240 VAC +/- 10%, 50 or 60 Hz, 15 A max

Optional Auxiliary DC Power
12V or 24V, 10 Watts, fully isolated with short circuit protection

Sensor Input Signals (0-8 depending on model code)
Contacting Conductivity: 0.01, 0.1, 1.0, or 10.0 cell constant, or
Electrodeless Conductivity or
Disinfection or
Amplified pH, ORP, or Ion Selective Electrode which requires a preamplified signal. ±5VDC power available for external preamps. Walchem WEL or WDS series pH/ORP sensors recommended.
Each sensor input card contains a temperature input.
Temperature: 100 or 1000 ohm RTD, 10K or 100K Thermistor

Analog (4-20 mA) Sensor Input (0-24 depending on model code)
2-wire loop powered and self-powered transmitters supported
3-wire and 4-wire transmitters supported
All Channels fully isolated, input and power
Channel 1, 130 ohm input resistance, Channel 2-6, 280 ohm input resistance
Available Power: One independently isolated 24 VDC ±15% supply per channel. 2.0 W (83 mA at 24 VDC) maximum for each channel. Total maximum power consumption for all channels on an input board (up to 6 inputs per board) is 9 W. Total maximum power consumption per controller is 36 W or 32 W (if the optional auxiliary power board is installed).

Digital Input Signals (12):
State-Type Digital Inputs
Electrical: Optically isolated and providing an electrically isolated 12V power with a nominal 2.5 mA current when the digital input switch is closed. Typical response time: < 2 seconds. Devices supported: Any isolated dry contact (i.e. relay, reed switch). Types: DI State

Low Speed Counter-Type Digital Inputs
Electrical: Optically isolated and providing an electrically isolated 12V power with a nominal 2.5 mA current when the digital input switch is closed, 0-20 Hz, 25 msec minimum width. Devices supported: Any device with isolated open drain, open collector, transistor or reed switch.
Types: Contacting Flowmeter

High Speed Counter-Type Digital Inputs
Electrical: Optically isolated and providing an electrically isolated 12V power with a nominal 2.5 mA current when the digital input switch is closed, 0-500 Hz, 1.0 msec minimum width. Devices supported: Any device with isolated open drain, open collector, transistor or reed switch.
Types: Paddlewheel Flowmeter

AGENCY CERTIFICATION

Safety:	UL 61010-1:2012 3rd Ed + Rev:2019
	CSA C22.2 No. 61010-1:2012 3rd Ed. + U1; U2
	IEC 61010-1:2010 3rd Ed. + A1:2016
	EN 61010-1:2010 3rd Ed. + A1:2019
	BS EN 61010-1:2010 + A1:2019
EMC:	IEC 61326-1:2020
	EN 61326-1:2013
	BS EN 61326-1:2013

Notes:
For EN 61000-4-3 Radiated RF Immunity, the controller meets Performance Criteria B. In environments where severe radio-frequency interference (RFI) is present, the pH electrode and the WiFi module can be affected. If this occurs, the controller should be relocated away from the electromagnetic interference (EMI) source.

For EN 61000-4-6 Conducted RF Immunity, the controller meets Performance Criteria B. In environments where severe radio-frequency interference (RFI) is present, the pH electrode and the contacting conductivity sensor can be effected. If this occurs, the controller should be relocated away from the electromagnetic interference (EMI) source.

OUTPUTS

Powered Mechanical Relays
(0-12 model code dependent)
Pre-powered on circuit board switching line voltage
Two, three or four relays are fused together (depending on model code) as one group, total current must not exceed 6.A (resistive), 1/8 HP (93W)

Dry Contact Mechanical Relays
(0-12 model code dependent)
6 A (resistive), 1/8 HP (93W)
Dry contact relays are not fuse protected.

Pulse Outputs
(0-12 model code dependent)
Opto-isolated, solid-state relay, 200mA, 40V DC
VLOWMAX = 0.05V @ 18mA

4 - 20 mA
(0-16 model code dependent)
Internally powered, 15VDC, Fully isolated
600 ohm max resistive load
Resolution 0.0015% of span
Accuracy ± 0.5% of reading

Ethernet
10/100 802.3-2005
Auto MDIX support
Auto Negotiation

WiFi
Radio Protocol: IEEE 802.11 b/g/n
Security Protocols (Ad-Hoc Mode): WPA2-Personal
Security Protocols (Infrastructure Mode): WPA/WPA2-Personal, WEP Certifications and Compliance: FCC, IC TELEC, CE/ETSI, RoHS, WiFi Certified

NOTE on WiFi:
This equipment has been tested and found to comply with the limits for a Class A digital device, pursuant to part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference when the equipment is operated in a commercial environment. This equipment generates, uses, and can radiate radio frequency energy and, if not installed and used in accordance with the instruction manual, may cause harmful interference to radio communications. Operation of this equipment in a residential area is likely to cause harmful interference in which casethe user will be required to correct the interference at his own expense

USB
Connector: Type A receptacle
Speed: High speed (480 Mbit)
Power: 0.5 A maximum

Battery (Real-Time Clock)
Model BR2032, 3-volt Lithium Coin Cell 20 mm diameter

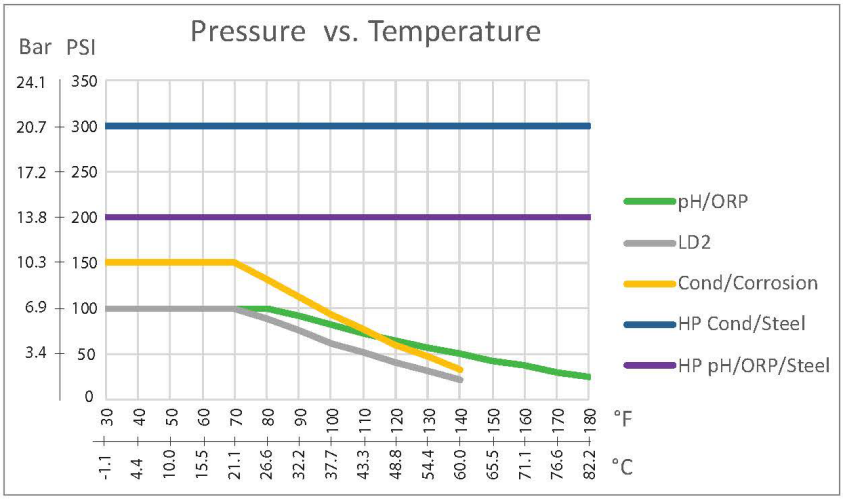
MECHANICAL (PERFORMANCE)

Enclosure Material	Polycarbonate
Enclosure Rating	Certified to UL 50 and UL 50E Type 4X IEC 60529 meets IP66
Environmental Conditions	Can be installed indoors and outdoors. Suitable for wet location
Dimensions	13.13"W x 14.43"H x 6.7"D (333 mm x 367mm x 167 mm)
Display	7.0"TFT Color Display1024x3 (RGB) x 600 pixels with capacitive touchscreen
Ambient Temperature	-4 to 122°F (-20 to 50°C)
Storage Temperature	-4 to 176°F (-20 to 80°C)
Humidity	10 to 90%, non-condensing
Pollution Degree	2
Overvoltage Category	II
Altitude	2000 m (6560 ft) max

SPECIFICATIONS

MECHANICAL (SENSORS) (*see graph)

Sensor	Pressure	Temperature	Materials	Process Connections
Electrodeless conductivity	0-150 psi (0-10 bar)*	CPVC: 32-158°F (0 to 70°C)* PEEK: 32-190°F (0 to 88°C)	CPVC, FKM in-line o-ring PEEK, 316 SS in-line adapter	1" NPTM submersion 2" NPTM in-line adapter
pH	0-100 psi (0-7 bar)*	50-158°F (10-70°C)*	CPVC, Glass, FKM o-rings, HDPE, Titanium rod, glass-filled PP tee	1" NPTM submersion 3/4" NPTF in-line tee
ORP	0-100 psi (0-7bar)*	32-158°F (0-70°C)*		
Contacting conductivity (Condensate)	0-200 psi (0-14 bar)	32-248°F (0-120°C)	316SS, PEEK	3/4" NPTM
Contacting conductivity Graphite (Cooling Tower)	0-150 psi (0-10 bar)*	32-158°F (0-70°C)*	Graphite, Glass-filled PP, FKM o-ring	3/4" NPTM
Contacting conductivity SS (Cooling Tower)	0-150 psi (0-10 bar)*	32-158°F (0-70°C)*	316SS, Glass-filled PP, FKM o-ring	3/4" NPTM
Contacting conductivity (Boiler)	0-250 psi (0-17 bar)	32-401°F (0-205°C)	316SS, PEEK	3/4" NPTM
Contacting conductivity (High Pressure Tower)	0-300 psi (0-21 bar)*	32-158°F (0-70°C)*	316SS, PEEK	3/4" NPTM
pH (High Pressure)	0-300 psi (0-21 bar)*	32-275°F (0-135°C)*	Glass, Polymer, PTFE, 316SS, FKM	1/2" NPTM gland
ORP (High Pressure)	0-300 psi (0-21 bar)*	32-275°F (0-135°C)*	Platinum, Polymer, PTFE, 316SS, FKM	1/2" NPTM gland
Free Chlorine/Bromine	0-14.7 psi (0-1 bar)	32-113°F (0-45°C)	PVC, Polycarbonate silcone rubber, SS PEEK, FKM, Isoplast	1/4" NPTF Inlet 3/4" NPTF Outlet
Extended pH Range Free Chlorine/Bromine	0-14.7 psi (0-1 bar)	32-113°F (0-45°C)		
Total Chlorine	0-14.7 psi (0-1 bar)	32-113°F (0-45°C)		
Chlorine Dioxide	0-14.7 psi (0-1 bar)	32-122°F (0-50°C)		
Ozone	0-14.7 psi (0-1 bar)	32-131°F (0-55°C)		
Peracetic Acid	0-14.7 psi (0-1 bar)	32-131°F (0-55°C)		
Hydrogen Peroxide	0-14.7 psi (0-1 bar)	32-113°F (0-45°C)		
Corrosion	0-150 psi (0-10 bar)	32-158°F (0-70°C)*	Glass-filled PP, FKM o-ring	3/4" NPTM
Flow switch manifold	0-150 psi (0-10 bar) up to 100°F (38°C)* 0-50 psi (0-3 bar) at 140°F (60°C)	32-140°F (0-60°C)*	GFRPP, PVC, FKM, Isoplast	3/4" NPTF
Flow switch manifold (High Pressure)	0-300 psi (0-21 bar)*	32-158°F (0-70°C)*	Carbon steel, Brass, 316SS, FKM	3/4" NPTF
Little Dipper 2	0-100 psi (0-7 bar)*	32-122°F (0-50°C)*	PVC, GRFPP, FKM	3/4" NPTF in-line tee
Pyxis	0-100 psi (0-7 bar)*	40-104°F (4-40°C)*	CPVC, Quartz, FKM	3/4" NPTF in-line tee



MODEL CODES FOR FIXED RELAYS

W	CT9	0000	P	AADE	W	M	H	S	ANNNN
Label	Base	Relay Board/Pigtails	Power Cord	I/O Module#1-4	WiFi	Protocol	Auxiliary Power	Sensor Mounting	Sensor Option

W	IN9	0000	P	AADE	W	M	H	S	ANNNN
Label	Base	Relay Board/Pigtails	Power Cord	I/O Module#1-4	WiFi	Protocol	Auxiliary Power	Sensor Mounting	Sensor Option

W	BL9	0000	P	AADE	W	M	H	ANNNNN
Label	Base	Relay Board/Pigtails	Power Cord	I/O Module#1-4	WiFi	Protocol	Auxiliary Power	Sensor Option

LABEL

W	Walchem

BASE

CT9	Cooling Tower
BL9	Boiler
IN9	pH, Disinfection, Conductivity

RELAY BOARD/PIGTAILS

0000	8 Powered Relays
1000	7 Powered 1 Dry Relays
2000	2 Opto 6 Dry Relays
3000	4 Powered 4 Dry Relays
4000	4 Opto 4 Dry Relays
5000	4 Opto 4 Powered Relays
6000	2 Opto 6 Powered Relays
7000	8 Dry Relays
A000	8 Powered Relays with USA Pigtails Prewired
B000	7 Powered Relays with USA Pigtails Prewired, 1 Dry Relay
C000	4 Powered Relays with USA Pigtails Prewired, 4 Dry Relays
D000	4 Powered Relays with USA Pigtails Prewired, 4 Opto Relays with 20ft Pulse Cables
E000	6 Powered Relays with USA Pigtails Prewired, 2 Opto Relays with 20ft Pulse Cables
F000	4 Dry Relays, 4 Opto Relays with 20 ft Pulse Cables
G000	6 Dry Relays, 2 Opto Relays with 20 ft Pulse Cables

POWER CORD

B	Brazil Power Cord, 15 Amp
D	DIN Power Cord, 15 Amp
H	Hardwired - No Power Cord
P	USA Power Cord, 15 Amp

I/O MODULES #1-4 (MUST BE IN ALPHABETICAL ORDER)

N	No Input Output Module
A	Dual Sensor Inputs
B	Dual Analog Inputs
C	Four Analog Inputs
D	Six Analog Inputs
E	Dual Analog Inputs + Four Analog Outputs
F	Dual Analog Outputs
G	Four Analog Outputs
H	Dual Corrosion Inputs

WiFi

N	None
W	Single Connection, WiFi only
D	Dual Connection, Ethernet and WiFi

COMMUNICATIONS PROTOCOL

N	None
M	Modbus TCP and BACnet

AUXILIARY POWER

N	No Auxiliary Power
L	12 VDC Auxiliary Power Board
H	24 VDC Auxiliary Power Board

SENSOR MOUNTING

N	None
S	Submersion
I	Inline
L	Loose flow switch manifold
P	Flow switch manifold on panel
F	Loose high pressure flow switch manifold
H	High Pressure flow switch manifold on panel*
S	Submersion
I	Inline
L	Loose flow switch manifold
P	Flow switch manifold on panel

SENSORS #1-5 (must be in alphabetical order)

Only one sensor of the same type can be selected for any manifold mounting style.

N	None
A	Graphite/PP cooling tower contacting conductivity
B	316SS/PP cooling tower contacting conductivity
C	Cooling tower, electrodeless conductivity
D	High pressure conductivity
E	Makeup conductivity
F	Flat pH
G	High pressure pH
H	Rod ORP
I	Flat ORP
J	High pressure ORP
K	Chlorine**
L	ClO_2**
M	Little Dipper**
O	One Corrosion Sensor (electrodes purchased separately)**
P	Pyxis PTSA**
R	Two Corrosion Sensors (electrodes purchased separately)**
S	Disinfection, No Sensor
T	Pyxis Polymer**
U	Pyxis PTSA+Polymer**
V	Flat surface WEL pH, 4-20 mA
W	Rod style WEL ORP, 4-20 mA
X	Flat surface WEL ORP, 4-20 mA
A	External Preamp
B	Flat pH with ATC
C	Disinfection, no sensor
D	PEEK electrodeless
E	CPVC electrodeless
F	CCond, K=1.0, 100psi
G	CCond, K=0.1, 100psi
H	CCond, K=10, 100psi
I	CCond, K=0.01, 100psi
J	CCond, K=1.0, 200psi
K	CCond, K=0.1, 200psi
L	CCond, K=10, 200psi
M	CCond, K=0.01, 200psi

SENSORS #1-6 (must be in alphabetical order)

* If a high pressure manifold is selected, only Hi P sensors and Makeup available.

** Dipper, Pyxis, Chlorine, ClO2, Corrosion sensors NOT available with Submersion mounting

N	None
A	Boiler sensor with ATC, 250 psi, K=1.0, 20ft.cable
B	Boiler sensor no ATC, 250 psi, K=1.0, 20ft.cable
C	Condensate sensor with ATC, 200 psi, K=0.1, 10ft.cable
D	Boiler sensor with ATC, 250 psi, K=10, 20ft.cable

MODEL CODES FOR FIELD CONFIGURABLE RELAYS

W	CT9	8	CGH	P	AADE	W	M	H	S	ANNNN
Label	Base	Relay Board	Relay Board/Pigtails #1-3	Power Cord	I/O Module#1-4	WiFi	Protocol	Auxiliary Power	Sensor Mounting	Sensor Option

W	IN9	8	CGH	P	AADE	W	M	H	S	ANNNN
Label	Base	Relay Board	Relay Board/Pigtails #1-3	Power Cord	I/O Module#1-4	WiFi	Protocol	Auxiliary Power	Sensor Mounting	Sensor Option

W	BL9	8	CGH	P	AADE	W	M	H	ANNNNN
Label	Base	Relay Board	Relay Board/Pigtails #1-3	Power Cord	I/O Module#1-4	WiFi	Protocol	Auxiliary Power	Sensor Option

LABEL

W	Walchem

BASE

CT9	Cooling Tower
BL9	Boiler
IN9	pH, Disinfection, Conductivity

FIELD CONFIGURABLE RELAYS

Relay Board	
8	Flexible relay board with 3 relay slots, 15 Amp
9	Flexible relay board with 3 relay slots, 20 Amp
Relay Module/Pigtail Options #1-#3 (must be in alphabetical order)	
Example, CGH for three modules: a 4-opto, a 3-Form C, and a 4-Powered with USA pigtails	
A	4 Powered Relays
B	4 Dry Relays
C	4 Opto Relays
D	2 Powered and 2 Dry Relays
E	2 Powered and 2 Opto Relays
F	2 Dry and 2 Opto Relays
G	3 Form C Dry Relays
H	4 Powered Relays with USA Pigtails Prewired
I	2 Powered Relays with USA Pigtails Prewired and 2 Dry Relays
J	2 Powered Relays with USA Pigtails Prewired and 2 Opto Relays with 20ft Pulse Cables
K	4 Opto Relay with 20ft Pulse Cables
L	2 Dry Relays, 2 Opto Relays with 20ft Pulse Cables
N	No Relay Module

POWER CORD

B	Brazil Power Cord, 15 Amp, Not Avail. for Relay Board 9
D	DIN Power Cord, 15 Amp, Not Avail. for Relay Board 9
H	Hardwired - No Power Cord
P	USA Power Cord, 15 Amp, Not Avail. for Relay Boad 9
T	USA Power Cord, 20 Amp, ONLY Avail. for Relay Board 9

I/O MODULES #1-4 (MUST BE IN ALPHABETICAL ORDER)

N	No input output module
A	Dual Sensor Inputs
B	Dual Analog Inputs
C	Four Analog Inputs
D	Six Analog Inputs
E	Dual Analog Inputs + Four Analog Outputs
F	Dual Analog Outputs
G	Four Analog Outputs
H	Dual Corrosion Inputs

WiFi

N	None
W	Single Connection, WiFi only
D	Dual Connection, Ethernet and WiFi

COMMUNICATIONS PROTOCOL

N	None
M	Modbus TCP and BACnet

AUXILIARY POWER

N	No Auxiliary Power
L	12 VDC Auxiliary Power Board
H	24 VDC Auxiliary Power Board

SENSOR MOUNTING

N	None
S	Submersion
I	Inline
L	Loose flow switch manifold
P	Flow switch manifold on panel
F	Loose high pressure flow switch manifold
H	High Pressure flow switch manifold on panel*
S	Submersion
I	Inline
L	Loose flow switch manifold
P	Flow switch manifold on panel

SENSORS #1-5 (must be in alphabetical order)

Only one sensor of the same type can be selected for any manifold mounting style.

N	None
A	Graphite/PP cooling tower contacting conductivity
B	316SS/PP cooling tower contacting conductivity
C	Cooling tower, electrodeless conductivity
D	High pressure conductivity
E	Makeup conductivity
F	Flat pH
G	High pressure pH
H	Rod ORP
I	Flat ORP
J	High pressure ORP
K	Chlorine**
L	ClO_2**
M	Little Dipper**
O	One Corrosion Sensor (electrodes purchased separately)**
P	Pyxis PTSA**
R	Two Corrosion Sensors (electrodes purchased separately)**
S	Disinfection, No Sensor
T	Pyxis Polymer**
U	Pyxis PTSA+Polymer**
V	Flat surface WEL pH, 4-20 mA
W	Rod style WEL ORP, 4-20 mA
X	Flat surface WEL ORP, 4-20 mA
A	External Preamp
B	Flat pH with ATC
C	Disinfection, no sensor
D	PEEK electrodeless
E	CPVC electrodeless
F	CCond, K=1.0, 100psi
G	CCond, K=0.1, 100psi
H	CCond, K=10, 100psi
I	CCond, K=0.01, 100psi
J	CCond, K=1.0, 200psi
K	CCond, K=0.1, 200psi
L	CCond, K=10, 200psi
M	CCond, K=0.01, 200psi

SENSORS #1-6 (must be in alphabetical order)

* If a high pressure manifold is selected, only Hi P sensors and Makeup available.

** Dipper, Pyxis, Chlorine, ClO2, Corrosion sensors NOT available with Submersion mounting

N	None
A	Boiler sensor with ATC, 250 psi, K=1.0, 20ft.cable
B	Boiler sensor no ATC, 250 psi, K=1.0, 20ft.cable
C	Condensate sensor with ATC, 200 psi, K=0.1, 10ft.cable
D	Boiler sensor with ATC, 250 psi, K=10, 20ft.cable

Cloud-based water treatment management software tool that amplifies the value of Walchem controllers

WALCHEM Fluent®

Key Benefits

- Real-Time Access to Your Process
- Mobile Device Friendly
- Alarm Notification with Escalation
- Data Graphing and Storage

Customer + Facilities Management



- Full management of customers and their facilities to access the information you need as quickly as possible
- Flag priority customers and facilities for quick access to help plan your upcoming work week

Process Monitoring + Control

- Anywhere access to customer's real-time controller data
- Link directly to LiveConnect to make changes on your controllers remotely



Data Management + Visualizations



- Assess key parameters at-a-glance with customizable dashboard
- Easy-access to alarms organized by priority levels with acknowledgment features
- Bookmark customers, facilities and controllers for a user-customized dashboard experience
- Visualize recent and historical controller data trends on easy-to-read, interactive graphs
- Compare graphs across multiple controller channels
- Access historical data and export your graphs to PDF and CSV file for your reporting needs

Alarms + Custom Notifications

- Manage workflow by notifying workers of triggered alarms
- Customize the escalation process including first party notified
- Notify two unique groups of users
- Manage alarm settings by controller channel
- Set alarm levels to quickly identify the most critical issues
- Alarm email summaries



Team Management



- Create admin, technician, and view-only user roles
- Set custom visibility permissions for users so they only see the customers they need to access

Sensors + Accessories

High quality accessories for cooling tower, boiler, potable water, and wastewater applications

Carefully designed accessories and selected for compatibility with our pumps and controllers to enable our customers to provide a complete system solution. Here is just a sampling of the sensors and accessories available from Walchem:

Disinfection Sensors



Amperometric disinfection sensors offer a cost effective and reliable solution to your disinfection control requirements. We offer sensors, in varying ranges of concentration, for free chlorine/bromine, total chlorine, chlorine dioxide, ozone, peracetic acid and hydrogen peroxide. Whether the application is cooling tower, food and beverage, drinking water, wastewater or swimming pool, these sensors are the ideal solution.

Fluorometers



The Little Dipper 2 and Pyxis in-line fluorometers are rugged, 24/7 sampling devices that provide maximum performance, minimal maintenance and solid state reliability. They can be used with data collection systems to monitor and control the level of treatment chemicals for cooling tower and boiler applications. The handheld Little Dipper is a small, lightweight and highly durable fluorometer ideal for quick measurements in the field.

Contacting Conductivity Sensors



Contacting conductivity sensors are ideal for use in cooling towers and boilers, reverse osmosis equipment, and other non-oily applications. A variety of cell constants are available to handle a range of conductivities.

pH/ORP Sensors



Cost-effective differential pH/ORP electrodes for industrial and municipal applications.

Electrodeless Conductivity Sensors



Electrodeless conductivity sensors may be installed in a variety of very harsh chemical control applications, including oily cleaner baths, chromates, rinse tanks, fume scrubbers and other concentrated chemicals up to a conductivity of 1000 mS/cm (range varies with solution temperature).

Water Meters



WFM Series water meters have earned a reputation for design simplicity, wide range of applications and accuracy in low-quality water. The WFM Series uses the widely recognized multi-jet principle, which has been accepted as an international standard for many years. These meters are available with either a two-wire reed switch, or a solid state, three-wire Hall effect sensor.

Metering Pumps



The E-Class is the most innovative and comprehensive metering pump product line in the world. Over 60 years of pump experience and a commitment to superior mechanical design has led to development of many industry firsts, including 360 stroke-per-minute technology, and the world's highest capacity solenoid metering pumps.

Accessories

To complete your system, Walchem provides high quality accessories that are required for cooling tower, boiler, potable water, and wastewater applications. All of Walchem's accessories are carefully designed and selected for compatibility with our pumps and controllers to enable our customers to provide a complete system solution.



walchem.com

ISO 9001 registered company

180901.E August 2023

Walchem, Iwaki America Inc.

Five Boynton Road Hopping Brook Park | Holliston, MA 01746 USA | Phone 508-429-1110 | walchem.com

Electromagnetic Metering Pumps



EWN-R Series
Metering Pump

The EWN-R Series electronic metering pumps offer superior high speed dosing capability with more standard features.

The flexibility of the EWN-R pump enable it be integrated into virtually any chemical feed application using a universal-voltage, digital controller with an expanded set of control features. Superb valve performance and advanced solenoid engineering combine to make a highly precise pump for the most demanding applications

EWN pumps have outputs to 6.7 GPH (25.2 L/h) and a maximum pressure of 290 PSI (20 bar). The high speed of operation results in high resolution chemical feed and long service life. Quiet and compact, the EWN pumps prime in seconds and hold prime reliably.

KEY BENEFITS

High Speed Performance

E-Series pumps operate up to 360 strokes-per-minute with adjustments in 1 spm increments, providing high resolution chemical feed. Adjustable stroke length further increases the ability to refine the output, making the E-Series one of the most versatile solenoid metering pumps on the market.

Multi-function Digital Controller

The controller in the EWN-R pump provides for flexible pump control including scalable Analog control, Digital Input with both Multiply and Divide capability, external stop control, or simple speed and stroke length control. Display can be adjusted between flow rate units or % speed for easy-to-read output and quick adjustment. The controller is universal voltage so it can be used anywhere in the world.

Engineered Longevity

All E-Series pumps feature dual bearing support. The armature and shaft are supported with a bearing on each end, which ensures proper axial movement, enabling the E-Series to operate at 360 SPM while extending the life of the diaphragm.

Superior Check Valve Performance

Dual Check Valve Assemblies in both suction and discharge fittings feature precision ball guides and tapered seats. Precise machining and molding of parts limit valve ball travel, ensuring that balls fully seat and seal with every stroke. This superior check valve design guarantees fast priming and reliable performance.

Flexible Connections

A removable tubing insert provides flexibility of tubing sizes and eliminates twisting of the tubing during connection. A threaded insert can be used in place of the tubing adapter to easily convert any connection to NPT.

High Compression Ratio

The compression ratio of a metering pump is important because it affects the pump's ability to prime and vent. The compression ratio is raised when you reduce the dead volume of the pump head during operation. All E-Series pumps feature a very high compression ratio that ensures proper feed especially with off-gassing products (i.e. Sodium Hypochlorite).

WALCHEM
IWAKI America Inc.

SPECIFICATIONS

CONTROLLER SPECIFICATIONS

Operational mode	MAN	0.1 to 100% stroke rate		
	EXT control	DIV (Dividing)		/1 to 9999
		MULT (Multiply)		x1 to 9999
		ANA. R (Analog, rigid)		4 to 20, 0 to 20, 20 to 4, 20 to 0 mA
		ANA. V (Analog, variable)		2 points 0.0 to 20.0 mA range 0.0 to 100% stroke rate
Display	LCD	14 segment 5 digits		%, ml/m, L/H, GPH, STOP, PRIME, AUX etc
	LED	ON	Green	Green lights when ON blinks OFF synchronous with stroke.
		STOP	Orange/Red	Orange lights when Pre-STOP is made, red when STOP is made.
Keypad	5 keys	START/STOP, EXT, ▲(UP), ▼(DOWN), Disp		
Control function	STOP/Pre-STOP	Pump keeps running when Pre-STOP is made. Pump stops when STOP is made.		
	Prime	Pump runs at max. stroke rate while up and down keys are pressed.		
	Key lock	Keypad can be locked and unlocked.		
	Calibration	Discharge capacity per shot is calculated automatically by operating and stopping pump in the calibration mode to determine the flow rate.		
	Buffer memory	ON or OFF selectable. Max. 65535 stroke pulses are stored in memory.		
Input	Pulse	No voltage contact or open collector. Max 200 Hz. NO/NC selectable		
	Current	DC0 - 20mA (Input resistance 200 Ω)		
	Stop/Pre-stop	No Voltage contact or open collector		
	AUX	Pump runs at max.stroke rate when made. No Voltage contact or open collector		
Output	Photo-MOS relay AC/DC24V 0.1A			
	STOP, Synchronous with stroke			

Note 1: If the max. stroke rate by calculation exceeds 100% stroke rate because of the relation between the setting and input signal when the pump is in EXT operation, the operation is fixed at Maximum stroke rate speed of manual operation.
Note 2: By changing the setting, the pump can run when the contact signal comes in.
Note 3: The max. frequency of input pulse is 200 Hz. ON time of input pulse is 10 to 100 mS.
Note 4: The max. potential voltage at a contact is 12V and current is 0.1mA. If a contact such as relay is used, the minimum application load should be 0.1mA or less.

ELECTRICAL SPECIFICATIONS

EWN	EWN-B	EWN-C
50/60 Hz, 1 phase	20 Watt avg.	24 Watt avg.
100-240VAC ±10%	0.8 Amp max.	1.2 Amp max.

SHIPPING WEIGHT

EWN-B: 10 lbs (4.5 kg)
EWN-C: 12 lbs (5.5 kg)
*SH liquid ends increase weight up to 50%

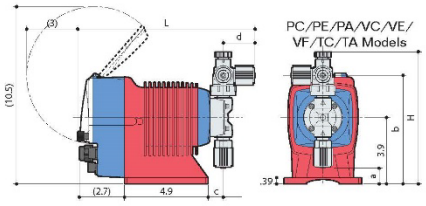
SAFETY CERTIFICATIONS

The EWN series metering pumps* are WQA tested and certified to NSF/ANSI/CAN Standard 61.

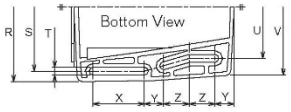
*See WWW.WQA.ORG for certified chemicals, parameters and MUL levels. NSF/ANSI/CAN 61 addresses health effects only. It does not address disinfection efficacy of the product.

The EWN series metering pumps are tested by Intertek to UL and CSA standards.

DIMENSIONS (in inches)

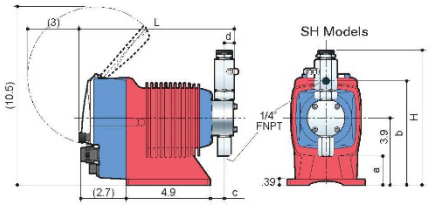


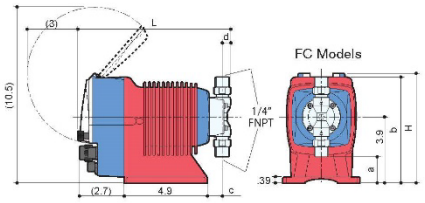
Material	Model	H	L	a	b	c	d
PC/PE/PA VC/VE/VF TC/TA	EWN-11,16, 21	7.83	10.43	0.94	6.45	0.90	1.85
	EWN-31	8.34	10.51	0.23	6.97	0.98	1.89
	EWN-36	8.30	10.51	0.27	6.93	0.94	1.89
SH	EWN-11,16, 21	7.91	9.13	1.73	6.10	0.86	0.59
	EWN-31	8.38	9.17	1.34	6.49	0.90	0.59
	EWN-36	8.50	9.17	1.26	6.69	0.90	0.59
FC	EWN-11,16, 21	6.53	9.09	1.57	6.31	0.90	0.51
	EWN-31	6.97	9.29	0.90	6.97	0.98	0.63
	EWN-36	6.97	9.25	0.90	6.97	0.94	0.63



MOUNTING DIMENSIONS

EW Model	R	S	T	U	V	X	Y	Z
11,16, 21	4.57	3.94	0.24	3.15	4.17	1.57	0.59	0.79
31, 36								





SPECIFICATIONS

MODEL IDENTIFICATION

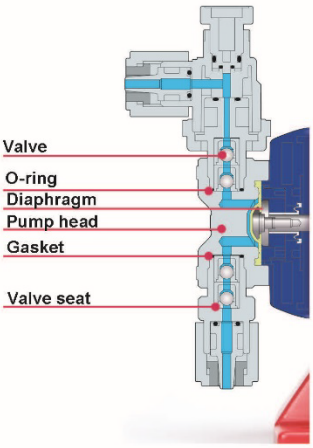
EWN - B 11 VC □ U R □

- **Series Symbol**
  EWN-R series
- **Drive Unit Symbol**
  Average power consumption
  B: 20W **C:** 24W
- **Diaphragm Diameter**
  Effective diaphragm dia.
  09: 8mm **11:** 10mm **16:** 15mm
  21: 20mm **31:** 30mm **36:** 35mm
- **Wet-End Material Symbol**
  For details, see the table of materials
- **Tubing Connection** (For other options, contact your distributor)
  Blank: 1/4" x 3/8" (B09, B11, B16, B21, C16, C21)
  3/8" x 1/2" (B31, C31, C36)
  1/4" FNPT (SH models)
- **Power Code**
  U: 115V US plug
  2: 230V US plug
- **Controller Function Code**
  R: Standard type
- **Options**
  C: High compression version + ADV (available on 09-21-VC/VE)
  H: High pressure version (250 PSI) (available on B11/C16-PC/PE/PA/SH)
  H2: High pressure version (290 PSI) (available on B11-PC/PE/PA/SH)
  A: Auto Degassing valve included (available on 11-21-VC/VE)
  M: Multifunction valve included (available on all models except FC/SH or with other options)
  V: High Viscosity version (available on C31-PC/P6)
  N: No Manual Air Vent Valve (SH only)

WET END MATERIALS

	Pump Head	Diaphragm	Valve Balls	Valve Seat	O-ring Seal	Gasket
VC	PVC	PTFE +EPDM	CE	FKM	FKM	PTFE
VE				EPDM	EPDM	
VF			PTFE	EPDM	EPDM	
PC	GFRPP		CE	FKM	FKM	
PE				EPDM	EPDM	
PA				PCTFE	AFLAS®	
FC	PVDF			PCTFE	PTFE	
TC				FKM	FKM	
TA				PCTFE	AFLAS®	
SH	316SS		HC	316SS	PTFE	

CE	Alumina ceramic	GFRPP	Glass fiber reinforced polypropylene
FKM	Fluoroelastomer	PVC	Polyvinylchloride (translucent)
PTFE	Polytetrafluoroethylene	HC	Hastelloy C276
PVDF	Polyvinylideneflouride	316SS	316 Stainless Steel
EPDM	Ethylene propylene diene monomer	AFLAS®	Tetrafluoroethylene/propylene



PUMP SPECIFICATIONS (Standard pumps and pumps with MFV)

Model		B11	B16	B21	B31	C16	C21	C31	C36	
									VC/VE/PC/PE	FC/SH/TC
Maximum output capacity	GPH	0.6	1.0	1.6	3.2	1.3	2.1	4.3	6.7	6.5
	mL/min	38	65	100	200	80	130	270	420	410
	mL/shot	0.02-0.11	0.04-0.18	0.06-0.28	0.11-0.56	0.04-0.22	0.07-0.36	0.15-0.75	0.23-1.17	0.23-1.14
Maximum rated discharge pressure	PSI	150	105	60	30	150	105	50	30	30
Maximum useable pressure	PSI	203	116	73	30	174	116	50	30	30
Stroke rate	% (spm)	0.1 to 100 (1 to 360)								
Stroke length rate	% (mm)	20 to 100 (0.2 to 1.0)				20 to 100 (0.25 to 1.25)				

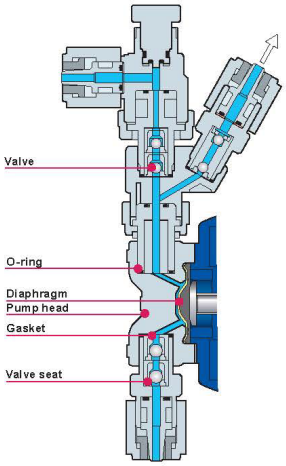
Note 1: Maximum output capacity shown is at Maximum Rated Discharge Pressure (stroke length 100%, stroke rate 100%) and increases as a discharge pressure reduces.
Note 2: Maximum Useable pressure rating is the maximum useable capability of the pump. Maximum output capacities may be lower than published at pressures higher than Maximum Rated Discharge Pressure. Maximum pressure of PVC type is 174 PSI. Please contact your distributor for more information.
Note 3: The performance is based on pumping clean water at ambient temperature at rated discharge pressure and voltage.
Note 4: Liquid temperature: PVC liquid ends: 14 to 104°F (-10 to 40°C) GRFPP/PVDF/SS liquid ends: 14 to 140°F (-10 to 60°C)
Note 5: Ambient temperature: 32 to 122°F (0 to 50°C) Relative humidity: to 85% (non-condensing)
Note 6: All pumps include a manual air vent valve except FC/SHN/HV models. All pumps include one foot valve, injection valve, 20 ft. of PE tubing and ceramic weight except for SH/H2/HV models.

Input/Output Connectors (Sold Separately):
E90495 5-pin connector: Use for Analog, Pulse & AUX inputs + Output Relay on EWN-R
E90496 5-pin reverse key connector: Use for Stop & Pre-Stop inputs on EWN-R

OPTIONS

Auto Degassing Valve Model

Chemicals that outgas, such as Sodium Hypochlorite or Hydrogen Peroxide, can generate enough gas to gas lock metering pumps. Using a dual check valve system, the Auto Degassing Valve vents any gas to atmosphere to eliminate gas lock conditions and keep the pump primed.

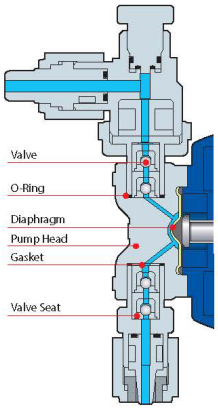


Wet-end material

Material code	VC-A	VE-A
Pump head	PVC	
Valve	CE	
Valve seat	FKM	EPDM
Gasket	PTFE	
O-ring	FKM	EPDM
Diaphragm	PTFE+EPDM	

High Compression Model

Increasing the compression ratio by minimizing dead volume in the liquid end combined with the auto degassing valve further helps to eliminate gas in the pump heads. In addition to reducing air lock conditions, the increased compression ratio helps with accuracy at low output ranges.



Wet-end material

Material code	VC-C	VE-C
Pump head	PVC	
Valve	CE	
Valve seat	FKM	EPDM
Gasket	PTFE	
O-ring	FKM	EPDM
Diaphragm	PTFE+EPDM	

High Pressure Model

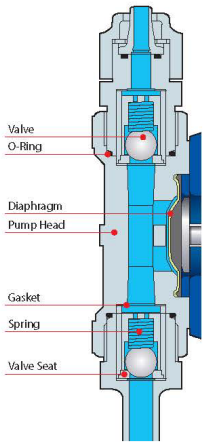
The high pressure models are capable of operating at flow rates up to 0.6GPH (40mL/min) at a maximum discharge pressure up to 290PSI. This makes it suitable for applications such as chemical injection into boiler makeup water.

Wet-end material

Material code	PC-H	PE-H	SH-H
Pump head	GFRPP		SUS316
Valve	CE		HC
Valve seat	FKM	EPDM	SUS316
Gasket	PTFE		
O-ring	FKM	EPDM	—
Diaphragm	PTFE+EPDM		

High Viscosity Model

The High Viscosity pump has a uniquely designed liquid end with oversized flow paths and spring loaded valve checks. Coupled with a reduced max speed, the HV pumps are designed for polymer/coagulant injection in water treatment applications.



Wet-end material

Material code	PC-V	P6-V
Pump head	GFRPP	
Valve	CE	316 SS
Valve seat	PCTFE	
Spring	Hastelloy C276	316 SS
Gasket	PTFE	
O-ring	FKM	EPDM
Diaphragm	PTFE+EPDM	

Specifications (Special versions)

		Auto Degassing Valve					High Compression Models (ADV Included)					
Model		B11	B16	B21	C16	C21	B09	B11	B16	B21	C16	C21
Max. Output Capacity	GPH	0.5	0.9	1.4	1.0	1.7	0.2	0.4	0.6	1.0	0.9	1.2
	mL/min	30	55	86	65	110	12	23	40	63	54	78
	mL/shot	0.02 - 0.08	0.03 - 0.15	0.05 - 0.24	0.04 - 0.18	0.06 - 0.31	0.01 - 0.07	0.03 - 0.13	0.04 - 0.22	0.07 - 0.35	0.06 - 0.30	0.09 - 0.43
Rated Discharge Pressure	PSI	150	105	60	150	105	150	150	105	60	150	105
Stroke Rate	% (spm)	0.1 - 100 (1-360)					0.1 - 100 (1-180)					
Stroke Length Range	% (mm)	20 - 100 (0.2 - 1.0)			20 - 100 (0.25 - 1.25)		20 - 100 (0.25 - 1.25)			20 - 100 (0.3 - 1.50)		

Model		High Pressure Models		High Pressure Models (290 psi)	High Viscosity Models
		B11	C16	B11	C31
Max. Output Capacity	GPH	0.4	0.6	0.3	2.4
	mL/min	25	40	17	150
	mL/shot	0.02 - 0.1	0.03 - 0.17	0.05 - 0.07	0.13 - 0.63
Rated Discharge Pressure	PSI	250	250	290	73
Stroke Rate	% (spm)	0.1 - 100 (1-240)		0.1 - 100 (1-240)	0.1 - 100 (1-240)
Stroke Length Range	% (mm)	20 - 100 (0.2 - 1.0)	20 - 100 (0.25 - 1.25)	70 - 100 (0.5 - 0.9)	20 - 100 (0.25 - 1.25)

Note 1: Max. output capacity shown is at **Rated Discharge Pressure** (stroke length 100%, stroke rate 100%) and increases as a discharge pressure reduces.
Note 2: The performance is based on pumping clean water at ambient temperature at rated voltage.

ISO 9001 registered company

180623.O May 2023

WALCHEM
IWAKI America Inc.

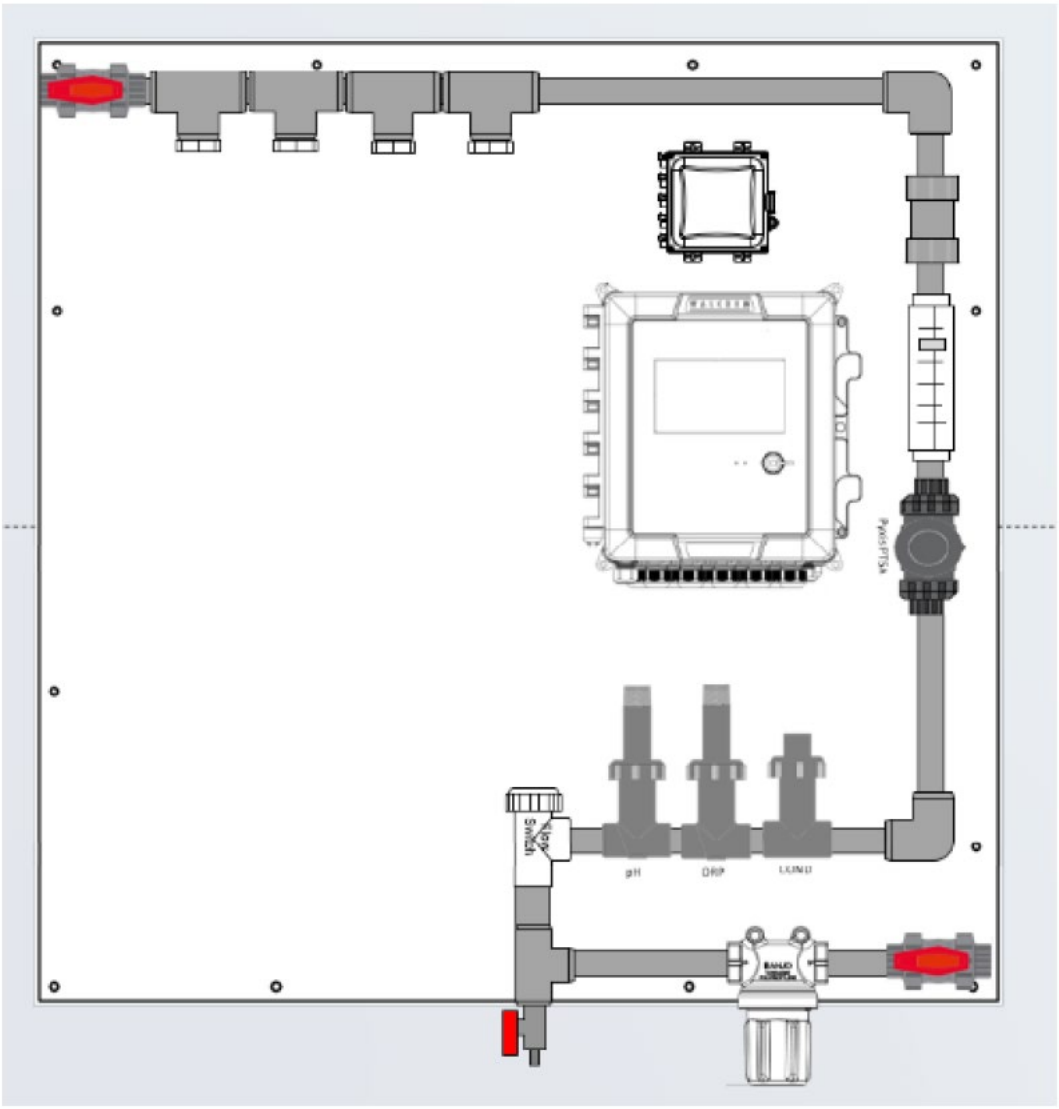
Walchem, Iwaki America Inc.
Five Boynton Road Hopping Brook Park | Holliston, MA 01746 USA | Phone 508-429-1110 | walchem.com

ModemMillie™



Plug & Play with your controller, PLC or RTU
Easy set-up:

- No programming required: just call us - we do ALL the setup
- ModemMillie is compatible with Walchem's I-900, I-600 series
- AquaPhoenix carries three different models of the modemMillie™ system. Each differs slightly in size and specifications so you can select the best system for your needs.
- These are the three versions available at AquaPhoenix:
- MM-T10: This unit features a 1-port industrial-grade cellular modemMillie™ with optional Wi-Fi and a compact enclosure


Flow Switch
pH
ORP
LEVEL

Construction Plan for Williamson County

Control Equipment	$15,558.00 once

Included

- All Pumps
- Controller
- Corrosion study station
- Injection point
- Installation

NOTES:

- Lead times can be up to 8 weeks
- AquaLogic will provide all equipment, labor, and parts required for professional completion of this installation
- AquaLogic will provide all programming and support for proper operation of this equipment

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1281071

Date Filed:
03/13/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
AquaLogic Water Consulting
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2025.03.11
Water Treatment Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
AquaLogic Water Consulting	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Nina Helburn, and my date of birth is [redacted].

My address is [redacted] (street) (city) (state) (zip code) USA (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Williamson County, State of Texas, on the 13th day of March (month), 2025 (year).

Nina Helburn
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1281071

Date Filed:
03/13/2025

Date Acknowledged:
03/17/2025

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

AquaLogic Water Consulting
Austin, TX United States

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Williamson County

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2025.03.11
Water Treatment Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
AquaLogic Water Consulting	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **41.**

Meeting Date: 03/25/2025

Award of RFSQ #25RFSQ7 Design and Engineering Services Agreement to WSP USA Buildings, Inc. for Processing Room Ventilation for Facilities Management.

Submitted For: Joy Simonton **Submitted By:** Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding RFSQ #25RFSQ7 to WSP USA Buildings, Inc., for the Processing Room Ventilation project, in the amount of Fourteen Thousand, Seven Hundred Fifty Dollars ($14,750.00) and authorize execution of the agreement.

Background

WSP USA Buildings, Inc. is recommended for award through RFSQ #25RFSQ7 which established a pre-qualified consultant pool to be contracted on an as-needed basis, on 01.07.25 agenda item no.32. WSP USA Buildings, Inc., is being recommended for this project following a project specific evaluation of the firms from the 25RFSQ7 pool where the firm received the highest score for this project. This Agreement for Design Services between Williamson County and WSP USA Buildings, Inc., is for the Processing Room Ventilation at the Old Game Warden Building, 517 Pine Street, Georgetown, TX. Contract Audit and General Counsel reviewed. A detailed Scope of Work is attached. The Funding Source is 01.0100.1050.004509 and the point of contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Processing Room Ventilation_PSA_WSP USA Buildings (1)

Form 1295 WSP USA Buildings Complete

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/19/2025 12:55 PM
County Judge Exec Asst.	Andrea Schiele	03/19/2025 11:15 PM
Form Started By: Johnny Grimaldo		Started On: 03/14/2025 10:14 AM
Final Approval Date: 03/19/2025		

AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: **Processing Room Ventilation** ("Project")
517 Pine Street
Georgetown, TX 78626

ARCHITECT/ ENGINEER: **WSP USA Buildings, Inc.** ("A/E")
David Douthit, Vice President
1601 South Mopac, Suite 325
Austin, TX 78746

COUNTY'S DESIGNATED REPRESENTATIVE: **Williamson County Facilities Department**
Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

THIS AGREEMENT FOR DESIGN AND ENGINEERING SERVICES ("Agreement") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and A/E.

R E C I T A L S

WHEREAS, **V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A** entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional architects and engineers; and

WHEREAS, County intends to **evaluate current installation of filtered balance system and provide assessment report to a Processing Room Ventilation located at 517, Pine Street, Georgetown, Texas**; and

WHEREAS, County desires that A/E perform certain professional services in connection with the Project; and

WHEREAS, A/E represents that it is qualified and desires to perform such services;

NOW, THEREFORE, County and A/E, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

ARTICLE 1
SCOPE OF AGREEMENT

A/E agrees to perform professional services in connection with the Project as stated herein, and for having rendered such services, County agrees to pay to A/E compensation as stated in the articles to follow.

ARTICLE 2
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

2.1 Contract Documents.
Contract Documents consist of this Agreement, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Agreement), and all fully executed Supplemental Agreements which are subsequently issued. These form the entire Agreement, and all are as fully a part of this Agreement as if attached to this Agreement or repeated herein.

2.2 Existing Information.
County shall provide A/E with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular Project at no cost to A/E; however, any and all such information shall remain the property of County and shall be returned, if County so instructs A/E.

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

2.3.1
2012 Edition of the Texas Accessibility Standards (TAS) regarding the Elimination of Architectural Barriers Program, including latest revisions (*see* 16 Tex. Admin. Code § 68.100; *see also* Tex. Gov't Code, Ch. 469).

2.3.2
Americans with Disabilities Act (ADA)

2.3.3
Williamson County Facilities Building Code Adoption List, 2020 edition as updated

2.3.4
Williamson County Consultant Design Submittal Guidelines, 2020 edition as updated

ARTICLE 3
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

3.1 Non-collusion.
A/E warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for A/E, to solicit or secure this Agreement, and that it has not paid or

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

3.2 Debarment Certification.
A/E must sign the Debarment Certification enclosed herewith as **Exhibit E**.

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

ARTICLE 4
CHARACTER AND SCOPE OF SERVICES

4.1
In consideration of the compensation herein provided, A/E shall perform professional design and engineering services for the Project, which are acceptable to County, based on standard architectural and engineering practices and the scope of work described on the Exhibits attached to this Agreement. A/E shall also serve as County's professional architect and engineer in those phases of the Project to which this Agreement applies and will consult with and give advice to County during the performance of A/E's services.

4.2
A/E shall perform the following Basic Scope of Services (sometimes referred to herein as the “Basic Scope of Services”, “Basic Services” or the “Scope of Services”):

4.2.1
The Basic Scope of Services shall generally consist of all elements of work, meetings, materials, and equipment required for the development of the Project in accordance with the requirements, policies, and general practices of Williamson County.

4.2.2
As part of the Basic Services, A/E shall submit its work products to County for review as requested by County.

4.2.3
The detailed Basic Services for the Project is set forth herein as **Exhibit A** to this Agreement, which is expressly incorporated and made a part hereof.

ARTICLE 5
TIME FOR PERFORMANCE

5.1 Commencement.
A/E shall not commence work until A/E has been thoroughly briefed on the scope of the Project and has been notified in writing to proceed, as evidenced by a Notice to Proceed.

5.2 Duration.
A/E agrees to complete the Basic Services within the time period set forth in **Exhibit C**. The time limits set out therein may, for good cause, be extended, in writing, by County as the Project proceeds.

ARTICLE 6
COMPENSATION AND EXPENSES

6.1 Basic Fee.
For and in consideration of the Basic Services rendered by A/E, County shall pay to A/E up to **Fourteen Thousand Seven Hundred Fifty Dollars ($14,750.)** hereinafter called the "Basic Fee".

The Basic Fee is based upon all estimated labor costs required in the performance of all items and phases of the Basic Services set forth in **Exhibit A**. Compensation for Basic Services will be paid by County by monthly invoices of percentage completion of fees by phase of the Basic Fee as set forth in **Exhibit B**. County will only be obligated to pay A/E for the performance of items and phases of the Basic Services actually rendered and incurred, which may be less than the above stated Basic Fee.

6.2 Expenses.
A/E shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit D**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and **must strictly comply with the Williamson County Vendor Reimbursement Policy**. The copies of the provider's invoice must evidence the actual costs billed to A/E without markup. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and must not exceed **Two Hundred Dollars ($200.)**.

ARTICLE 7
ADDITIONAL SERVICES AND CHARGES

For the performance of services not specifically described as Basic Services under **Article 4** above (sometimes referred to herein as "Additional Services"), County shall pay and A/E shall receive, under a negotiated, written Supplemental Agreement, Additional Services compensation based upon invoices of percentage completion.

A/E shall not, however, be compensated for work made necessary by A/E's negligent errors or omissions. In the event of any dispute over the classification of A/E's services as Basic or Additional Services under this Agreement, the decision of County shall be final and binding on A/E.

It is expressly understood and agreed that A/E shall not furnish any Additional Services without the prior written authorization of County by a negotiated Supplemental Agreement. County shall have no obligation to pay for such Additional Services which have been rendered without prior written authorization of County as hereinabove required.

ARTICLE 8
TIME OF PAYMENT; PAYMENT AND INTEREST; AND RIGHT TO AUDIT

8.1 Time of Payment.

During the performance of the services provided for in this Agreement, monthly payments shall be made based upon that portion of the services which has been completed.

On or about the last day of each calendar month during the performance of the Basic Services to be provided under this Agreement, A/E shall submit to County working documents in any stage of completion to demonstrate incremental progress of Basic Services and the compensation which is due for percentage completion of Basic Services.

On or about the last day of each calendar month during the performance of the Additional Services to be provided under **Article 7**, A/E shall submit to County working documents in any stage of completion to demonstrate incremental progress of Additional Services under an applicable Supplemental Agreement related thereto, and the compensation which is due for percentage completion of particular Additional Services.

County shall review the documentation and shall pay each statement as set forth in this **Article 8**, however, the approval or payment of any statement shall not be considered evidence of performance by A/E to the point indicated by such statement or of receipt or acceptance by County of the services covered by such statement. Final payment does not relieve A/E of the responsibility of correcting any errors or omissions resulting from A/E's negligence.

Upon submittal of the initial invoice, A/E shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

8.2 Prompt Payment Policy.

In accordance with **Chapter 2251, V.T.C.A., Texas Government Code**, payment to A/E will be made within **thirty (30) days** of the day on which the performance of services was complete, or within **thirty (30) days** of the day on which the County Auditor receives a correct invoice for services, whichever is later. A/E may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

8.2.1
There is a bona fide dispute between County and A/E concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

8.2.2
There is a bona fide dispute between A/E and a subcontractor/ subconsultant or between a subcontractor/ subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Basic Services performed which causes the payment to be late; or

8.2.3
The invoice is not submitted to Williamson County in strict accordance with instructions, if any, on the purchase order, or this Agreement or other such contractual agreement.

The County Auditor shall document to A/E the issues related to disputed invoices within **ten (10) calendar days** of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of **Texas Government Code, Chapter 2251, V.T.C.A**.

ARTICLE 9
PROJECT TEAM

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

Williamson County Facilities Department
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

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

A/E's Designated Representative for purposes of this Agreement is as follows:

WSP USA Buildings, Inc.
David Douthit, Vice President
1601 South Mopac, Suite 325
Austin, TX 78746

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

ARTICLE 10
NOTICE

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or A/E at the following addresses. If mailed, any notice or communication shall be deemed to be received **three (3) days** after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

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

With copy to: Williamson County Facilities Department
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

and to: Office of General Counsel
Williamson County Commissioners Court
401 W. 6th Street
Georgetown, Texas 78626

A/E: WSP USA Buildings, Inc.
1601 South Mopac, Suite 325
Austin, TX 78746

Attention: David Douthit
Vice President

Either party may designate a different address by giving the other party ten (10) days written notice.

ARTICLE 11
PROGRESS EVALUATION

A/E shall, from time to time during the progress of the Basic Services and, when applicable, progress of Additional Services, confer with County at County's election. A/E shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Basic Services and any applicable Additional Services. At the request of County or A/E, conferences shall be provided at A/E's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Basic Services and any applicable Additional Services. County may, from time to time, require A/E to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Basic Services or any applicable Additional Services does not satisfy the terms of this Agreement, then County shall review same with A/E to determine corrective action required.

A/E shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Basic Services and any applicable Additional Services, including but not limited to the following:

11.1
Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of this Agreement or preclude the attainment of Project Basic Services and any applicable Additional Services by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

11.2
Favorable developments or events which enable meeting goals sooner than anticipated in relation to this Agreement or any applicable Supplemental Agreement.

ARTICLE 12
CHANGES IN COMPLETED BASIC SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Basic Services or parts thereof which involve changes to the original Basic Services or character of Basic Services under this Agreement, then A/E shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Services and paid for as specified under **Article 7** and **Article 8**. A/E shall make revisions to Basic Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Basic Services.

ARTICLE 13
REVIEW PROCESS AND REVISIONS TO A/E WORK PRODUCT

13.1 Review Process.

A/E's Work Product will be reviewed by County under its applicable technical requirements and procedures, as follows:

13.1.1 Submittal.
Reports, plans, surveys, field notes, original drawings, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, data, sketches and/or schematics prepared by A/E and supporting documents (collectively referred to hereinabove and hereinafter as the "A/E Work Product(s)"), shall be submitted by A/E on or before the dates specified for completion, as set out in the Production Schedule set forth in **Exhibit C**.

13.1.2 Completion.
Reports, plans, specifications, and supporting documents shall be submitted by A/E on or before the dates specified in **Exhibit C**. Upon receipt of same, the submission shall be checked for completion. "Completion" or “Complete” shall be defined as all of the required items, as set out in **Exhibit A**, have been included in compliance with the requirements of this Agreement. The completeness of any Basic Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify A/E in writing within such thirty (30) day period if such Basic Services have been found to be incomplete. If the submission is Complete, County will notify A/E and County’s technical review process will begin.

If the submission is not Complete, County will notify A/E, who shall perform such professional services as are required to complete the Basic Services and resubmit it to County. This process shall be repeated until a submission is Complete.

13.1.3 Acceptance.
County will review the completed Basic Services in each design phase for compliance with this Agreement and general conformance with the Design Deliverable Guidelines. "Acceptance" or “Accepted” shall mean that in County’s reasonable opinion, substantial compliance with the requirements of this Agreement has been achieved.

If a lack of coordination between subconsultant documents is discovered in the A/E work product, which is not specifically called-out by A/E as a pending coordination item, the work product will be returned to A/E along with written email notification which may describe preliminary deficiencies discovered and may reference the terms of **Paragraph 13.1.3** of this Agreement. A/E shall perform any required corrections to Basic Services and resubmit to County.

Should this process need to be repeated for the same or subsequent deficiencies related to the initial deficiencies, County will issue a marked-up work product to A/E indicating specific deficiencies for correction. County will also issue a notice for A/E to deduct **One Thousand Dollars ($ 1,000)** from the A/E ‘s Basic Fee on the next invoice for each occurrence until the Basic Services are Accepted.

13.1.4 Final Approval.

After Acceptance, A/E shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by County. "Final Approval" in this sense shall mean formal recognition that the Basic Services have been fully carried out.

13.2 Revision to A/E Work Product.

A/E shall make, without expense to County, such revisions to A/E Work Product as may be required to correct negligent errors or omissions so A/E Work Product meets the needs of County, but after the approval of A/E Work Product any revisions, additions, or other modifications made at County's request which involve extra services and expenses to A/E shall entitle A/E to additional compensation for such extra services and expenses; provided, however, A/E hereby agrees to perform any necessary corrections to A/E Work Products which are found to be in negligent error or omission as a result of A/E's development of A/E Work Product, at any time, without additional compensation. If it is necessary, due to such error or omission by A/E, to revise any A/E Work Product in order to make the Project constructible, A/E shall do so without additional compensation. In the event of any dispute over the classification of A/E's Work Products as Complete, Accepted, or Approved under this Agreement, the decision of County shall be final and binding on A/E, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

13.3 Days.

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

13.4 County's Reliance on A/E.

A/E's duties as set forth herein shall at no time be in any way diminished by reason of any review, evaluation, or approval by County nor shall A/E be released from any liability by reason of such review, evaluation or approval by County, it being understood that County, at all times, is ultimately relying upon A/E's skill, ability, and knowledge in performing the Basic Services required hereunder.

ARTICLE 14
SUSPENSION

Should County desire to suspend the Basic Services, but not to terminate this Agreement, then such suspension may be effected by County giving A/E **thirty (30) calendar days'** verbal notification followed by written confirmation to that effect. Such **thirty (30)-day** notice may be waived in writing by agreement and signature of both parties. The Basic Services may be reinstated and resumed in full force and effect within **sixty (60) days** of receipt of written notice from County to resume the Basic Services. Such **sixty (60)-day** notice may be waived in writing by agreement and signature of both parties. If this Agreement is suspended for more than **thirty (30) days**, A/E shall have the option of terminating this Agreement and, in the event, A/E shall be compensated for all Basic Services performed and reimbursable expenses incurred, provided such Basic Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

County assumes no liability for Basic Services performed or costs incurred prior to the date authorized by County for A/E to begin Basic Services, and/or during periods when Basic Services are suspended, and/or subsequent to the completion date.

ARTICLE 15
VIOLATION OF CONTRACT TERMS/ BREACH OF CONTRACT

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

ARTICLE 16
TERMINATION

This Agreement may be terminated as set forth below.

16.1
By mutual agreement and consent, in writing, of both parties.

16.2
By County, by notice in writing to A/E, as a consequence of failure by A/E to perform the Basic Services set forth herein in a satisfactory manner.

16.3
By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

16.4
By County, for reasons of its own and not subject to the mutual consent of A/E, upon not less than **thirty (30) days** written notice to A/E.

16.5
By satisfactory completion of all Basic Services and obligations described herein.

Should County terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to A/E. In determining the value of the Basic Services performed by A/E prior to termination, County shall be the sole judge. Compensation for Basic Services at termination will be based on a percentage of the Basic Services completed at that time. Should County terminate this Agreement under **Section 16.4** above, then the amount charged during the **thirty (30)-day** notice period shall not exceed the amount charged during the preceding **thirty (30) days**.

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

The termination of this Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Agreement. If the

termination of this Agreement is due to the failure of A/E to fulfill its contractual obligations, then County may take over the Project and prosecute the Basic Services to completion. In such case, A/E shall be liable to County for any additional and reasonable costs incurred by County.

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

ARTICLE 17
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications, and data or programs stored electronically, (hereinafter referred to as "A/E Work Products") prepared by A/E and its subcontractors/ subconsultants are related exclusively to the services described in this Agreement and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of A/E's designs under this Agreement (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to A/E.

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

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

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

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

A/E shall have no liability for changes made to the drawings by other consultants subsequent to the completion of the Project. Any such change shall be sealed by A/E making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 18
PERSONNEL, EQUIPMENT, AND MATERIAL

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

ARTICLE 19
SUBCONTRACTING

A/E shall not assign, subcontract, or transfer any portion of the Basic Services under this Agreement without prior written approval from County. All subcontracts shall include the provisions required in this Agreement. No subcontract shall relieve A/E of any responsibilities under this Agreement.

ARTICLE 20
MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the right herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

ARTICLE 21
COMPLIANCE WITH LAWS

21.1 Compliance.
A/E shall render the services hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the architecture and engineering professions, and in recognition of such standards, A/E shall comply with all applicable federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including, without limitation, minimum/ maximum salary and wage statutes and regulations, and licensing laws and regulations. A/E shall furnish County with satisfactory proof of its compliance.

A/E shall further obtain all permits and licenses required in the performance of the Basic Services contracted for herein.

21.2 Taxes.
A/E shall pay all taxes, if any, required by law arising by virtue of the Basic Services performed hereunder. County is qualified for exemption pursuant to the provisions of **Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act**.

ARTICLE 22
INDEMNIFICATION

A/E AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY A/E, A/E'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH A/E INCLUDING, WITHOUT LIMITATION, A/E'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH A/E EXERCISES CONTROL.

A/E FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A/E'S FAILURE TO PAY A/E'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS AGREEMENT BY A/E.

A/E FURTHER AGREES TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY A/E IN THE PERFORMANCE OF THIS AGREEMENT.

THE LIMITS OF INSURANCE REQUIRED IN THIS AGREEMENT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT A/E'S OBLIGATIONS UNDER THIS **ARTICLE 22**. THE TERMS AND CONDITIONS

CONTAINED IN THIS **ARTICLE 22** SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF COUNTY OR THIRD PARTIES FOR WHOM A/E IS NOT LEGALLY LIABLE, A/E'S OBLIGATIONS SHALL BE IN PROPORTION TO A/E'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST COUNTY IN WHICH CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY ACTS, ERRORS OR OMISSIONS OF A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS IN THE CONSTRUCTION DOCUMENTS OR IN THE ADMINISTRATION OF THIS AGREEMENT BY A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, AND/OR INADEQUATE SERVICES PURSUANT TO THE CONSTRUCTION PHASE-ADMINISTRATION OF THE CONSTRUCTION CONTRACT AS DEFINED AND REQUIRED BY THIS AGREEMENT, AGREEMENT EXHIBITS AND THE CONSTRUCTION CONTRACT DOCUMENTS, THEN COUNTY SHALL HAVE THE RIGHT TO JOIN A/E AT COUNTY'S COST. A/E SHALL ALSO HOLD COUNTY HARMLESS AND INDEMNIFY COUNTY TO THE EXTENT THAT A/E, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE A/E, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
PROFESSIONAL'S RESPONSIBILITIES

A/E shall be responsible for the accuracy of its Professional Services and shall promptly make necessary revisions or corrections to its Work Product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine A/E's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of **Article 31**. A/E shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
PROFESSIONAL'S SEAL

The responsible architect and engineer shall sign, seal, and date all appropriate submissions to County in accordance with Texas laws and the rules of the State Boards of Registration for Professionals.

ARTICLE 25
INSURANCE

A/E shall comply with the following insurance requirements, at all times, during this Agreement:

25.1 Coverage Limits.

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

25.1.1
Worker's Compensation in accordance with statutory requirements.

25.1.2
Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of **$1,000,000** per occurrence and **$2,000,000** in the aggregate.

25.1.3
Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of **$500,000** per occurrence and **$1,000,000** in the aggregate.

25.1.4
Professional Liability Errors and Omissions Insurance in the amount of **$1,000,000** per claim.

25.2 Additional Insureds; Waiver of Subrogation.

County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary; and, any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

25.3 Premiums and Deductible.

A/E shall be responsible for payment of premiums for all insurance coverages required under this **Article 25**. A/E further agrees that for each claim, suit, or action made against insurance provided hereunder, with respect to all matters for which A/E is responsible hereunder, A/E shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over **$50,000** in A/E's insurance must be declared and approved in writing by County in advance.

25.4 Commencement of Work.

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

25.5 Insurance Company Rating.

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.

25.6 Certification of Coverage.

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

25.7 No Arbitration.

It is the intention of County and agreed to and hereby acknowledged by A/E, that no provision of this Agreement shall be construed to require County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Agreement.

25.8 Subcontractor/ Subconsultant's Insurance.

Without limiting any of the other obligations or liabilities of A/E, A/E shall require each subcontractor/ subconsultant performing work under this Agreement (to the extent a subcontractor/ subconsultant is allowed by County) to maintain during the term of this Agreement, at the subcontractor/ subconsultant's own expense, the same stipulated minimum insurance required in this **Article 25** above, including the required provisions and additional policy conditions as shown below in this **Article 25**.

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

25.9 Insurance Policy Endorsements.

Each insurance policy shall include the following conditions by endorsement to the policy:

25.9.1

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

Williamson County Purchasing
100 Wilco Way
Suite P101
Georgetown, Texas 78626

25.9.2

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

25.10 Cost of Insurance.

The cost of all insurance required herein to be secured and maintained by A/E shall be borne solely by A/E, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such certificates of insurance are evidenced as **Exhibit F**.

ARTICLE 26
SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. A/E may not assign, sublet, or transfer any interest in this Agreement, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 27
SEVERABILITY

In the event any 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, then 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.

ARTICLE 28
PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the sole agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter defined herein. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 29
A/E'S ACCOUNTING RECORDS

A/E agrees to maintain, for a period of **three (3) years** after final payment under this Agreement, detailed records, books, documents, and papers which are directly pertinent to the services to be performed under this Agreement and records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for the purposes of making audits, examinations, excerpts and transcriptions. A/E 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 detailed records, books, documents, and papers which are directly pertinent to the services to be performed under this Agreement and records of reimbursable costs and expenses of other providers for the purposes of making audits, examinations, excerpts, and transcriptions. A/E further agrees that County shall have access during normal working hours to all necessary A/E facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this **Article 29**. County shall give A/E reasonable advance notice of intended audits.

ARTICLE 30
GENERAL PROVISIONS

30.1 Time is of the Essence.
A/E understands and agrees that time is of the essence and that any failure of A/E to complete the Basic Services within the agreed Production Schedule set out in **Exhibit C** may constitute a material breach of this Agreement. A/E shall be fully responsible for its delays or for failures to use its reasonable efforts in accordance with the terms of this Agreement and A/E's standard of performance as defined herein. Where damage is caused to County due to A/E's negligent failure to perform, County may accordingly withhold, to the extent of such damage, A/E's payments hereunder without waiver of any of County's additional legal rights or remedies.

30.2 Force Majeure.
Neither County nor A/E shall be deemed in violation of this Agreement if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

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

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

30.5 Opinion of Probable Cost.
Any opinions of probable Project cost or probable construction cost provided by A/E are made on the basis of information available to A/E and on the basis of A/E's experience and qualifications and represents its judgment as an experienced and qualified professional. However, since A/E has no control over the cost of labor, materials, equipment, or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, A/E does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost A/E prepares.

30.6 Opinions and Determinations.
Where the terms of this Agreement provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

30.7 Reports of Accidents.

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

30.8 Gender, Number, and Headings.

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

30.9 Construction.

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

30.10 Independent Contractor Relationship.

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

30.11 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.

30.12 Texas Public Information Act.

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

30.13 Governing Terms and Conditions.

If there is an irreconcilable conflict between the terms and conditions set forth in this Agreement or any Supplemental Agreement and the terms and conditions set forth in any Exhibit, Appendix to this Agreement, the terms and conditions set forth in this Agreement or any Supplemental Agreement shall control over the terms and conditions set forth in any Exhibit, Appendix to this Agreement.

30.14 Appropriation of Funds by County.

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. A/E understands and agrees that 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. It is further understood and agreed by A/E that County shall have the right to terminate this Agreement at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may affect such termination by giving written notice of termination to A/E.

ARTICLE 31
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and A/E shall 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, claim for benefits, 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. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Agreement shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation, if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of this Agreement.

ARTICLE 32
EQUAL OPPORTUNITY IN EMPLOYMENT

The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

ARTICLE 33
MERGER

The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

ARTICLE 34
PUBLIC CONTACT

Contact with the news media, citizens of Williamson County or governmental agencies shall be the responsibility of County. Under no circumstances shall A/E release any material or information developed in the performance of its services hereunder without the express written permission of County.

ARTICLE 35
A/E's REPRESENTATIONS

A/E represents that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to complete the services and perform its obligation under this Agreement and under the Contract Documents. A/E further represents and acknowledges that: (a) it is a sophisticated business entity that possesses the required level of experience and expertise in business administration, construction, and contract administration of projects of similar or like size, complexity, and nature as the Project and (b) the fee stated in this Agreement is adequate compensation for the timely completion of the Basic Services.

ARTICLE 36
SIGNATORY WARRANTY

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

IN WITNESS WHEREOF, County has caused this Agreement to be signed in its name by its duly authorized County Judge, or presiding officer of the Williamson County Commissioners Court in the absence of the County Judge, thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

A/E:
WSP USA Buildings, Inc.

By: _____
Signature

Ryan Bloom
Printed Name

Vice President
Title

Date Signed: 3/7/20225

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

EXHIBIT A

SCOPE OF BASIC SERVICES

THE FOLLOWING SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE AGREEMENT. TO THE EXTENT THIS SCOPE OF SERVICES IS INCONSISTENT WITH THE AGREEMENT, THE AGREEMENT WILL SUPERSEDE THE SCOPE OF SERVICES AND WILL BE CONTROLLING.

In consideration of the Basic Fee provided in the Agreement, A/E shall perform the following Basic Services, based on standard architectural and engineering practices:

These services may include, but are not limited to as-built drawings, programming, architectural, structural, civil, mechanical, plumbing, electrical, hazardous materials, IT and security, landscape and irrigation, cost estimates and construction administration, master planning, facility condition assessment, forensic investigations, real estate evaluations, and specialized studies and analyses as agreed to by County and A/E.

GENERAL REQUIREMENTS

Design Criteria. A/E shall prepare all work in accordance with the latest version of applicable County's procedures, specifications, manuals, guidelines, standard drawings, and standard specifications. A/E shall prepare each Plans, Specifications, and Estimates (PS&E) package in a form suitable for letting through County's construction contract bidding and awarding process.

Right-of-Entry and Coordination. A/E shall notify County and secure permission to enter private property to perform any surveying, environmental, engineering or geotechnical activities needed off County property. In pursuance of County's policy with the general public, A/E shall not commit acts which would result in damages to private property, and A/E shall make every effort to comply with the wishes and address the concerns of affected private property owners. A/E shall contact each property owner prior to any entry onto the owner's property and shall request concurrence from County prior to each entry.

A/E shall notify County and coordinate with adjacent A/Es on all controls at project interfaces.

A/E shall prepare each exhibit necessary for approval by each utility, and other governmental or regulatory agency in compliance with the applicable format and guidelines required by each entity and as approved by County. A/E shall notify County in writing prior to beginning any services on any outside agency's exhibit.

Progress Reporting. A/E shall submit monthly (at a minimum) a progress status e-mail to County's Project Manager (PM) regardless of whether A/E is invoicing for that month.

A/E shall prepare and maintain a design and estimated construction schedule in a format reasonably acceptable to County during project phases prior to the Construction Administration Phase. A/E shall schedule milestone submittals per **Exhibit C – Production Schedule**. Contractor shall prepare and maintain a construction schedule in Gantt chart format during the

project Construction Administration Phase through the Close-out Phase.

Within **thirty (30) days** of completion of construction of the project, A/E shall deliver all electronic files in formats reasonably acceptable to County.

Final payment is contingent upon County's receipt and confirmation by County's PM that the electronic files function and are formatted in accordance with the Agreement and all review comments are addressed.

A/E shall prepare a letter of transmittal to accompany each document submittal to County. At a minimum, the letter of transmittal must include County's project name, Agreement and Work Authorization numbers, as well as facility name and address.

Coordination. A/E shall coordinate issues through County's PM. County will communicate, in writing, resolution of issues and provide A/E direction through County's PM.

Level of Effort. A/E shall base the level of effort at each phase on the prior work developed in earlier phases without unnecessary repetition or re-study.

Quality Assurance (QA) and Quality Control (QC). A/E shall provide peer review at all levels. For each deliverable, A/E shall maintain evidence of A/E's internal review and mark-up of that deliverable as preparation for submittal. When internal mark-ups are requested by County in advance, County, at its sole discretion, may reject the deliverable should A/E fail to provide the evidence of internal mark-ups. A/E shall clearly label each document submitted for quality assurance as an internal mark-up document.

A/E shall perform QA and QC on all consultant products (when applicable to the project) prior to delivery to County. If, during the course of reviewing a submittal, it becomes apparent to County that the submittal contains unreasonable errors, omissions, or inconsistencies, County may cease its review and immediately return the submittal for appropriate action by A/E.

A submittal returned to A/E for this reason is not a submittal for purposes of the submission schedule. Rejected submittals shall neither impact the overall deadline of the Project nor the review period allotted to County officials. A/E shall provide an updated schedule showing interim submission date changes to make-up for any lost time. A/E shall not submit an invoice until County accepts the submittal as reasonably complete.

Organization of Plan Sheets. The PS&E package shall be complete and organized in a manner that is suitable for the bidding and awarding of a construction contract.

Naming of Electronic Project Files and Organization of Design Project Folders. A/E shall use succinct and understandable file names including project name, document content, and date created (i.e. "*Project_DOCUMENT_yyyy.mm.dd*"). A/E shall maintain files in an organized folder structure that is readily understandable to outside users to facilitate communication and minimize complications in project close-out.

Referenced Documents. County standardized design and procedure documents are provided for public reference at the following web address:

https://www.wilcotx.gov/376/Facilities-Management

SCOPE OF WORK:

Old Game Warden Building – Processing Room Ventilation
517 Pine Street
Georgetown, TX 78626

Evaluation of the existing exhaust hood installation at the Old DPS Processing Building as a space to inspect and test.

Design services shall be conducted in phases as outlined herein. Phases may be combined to expedite design process when defined in **Exhibit C – Production Schedule**. Individual phases or groups of phases shall be authorized herein or by fully executed Supplemental Agreement.

Phase I - SCHEMATIC DESIGN - 30% Program, Plans, Outline Specifications and Estimate

Upon receipt of written Notice to Proceed, A/E shall accomplish the following:

A. Investigate site/facility and verify known existing or available utility locations.

B. Review International Building Code (IBC), ASHRAE 90.1, ASHRAE 62.1, International Mechanical Code (IMC), National Electric Code (NEC), International Energy Conservation Code (IECC), and any other applicable codes and ordinances.

C. Advise County of any changes, additions, or corrections to the preliminary program, plans, specifications, and budget.

D. Provide deliverables in accordance with County's Design Submittal Guidelines.

EXHIBIT B

FEE SCHEDULE

This schedule indicates fees by Phase of the Basic Fee:		**$**	**14,750**	100%
100%	**WSP USA Buildings, Inc.**	**$**	**14,750**	
0%	**N/A**	**$**	**-**	
Phase I - SCHEMATIC DESIGN		**$**	**14,750**	100%
	WSP USA Buildings, Inc.	$	14,750	
	N/A	$	-	

EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within **Sixty (60) calendar days** from the date of this Agreement.

The above time limits may, for good cause, be extended, in writing, by County as the Project proceeds.

The schedule below indicates various project milestones and target dates.
Standard end-of-phase review periods for County shall be (21) calendar days.

Agreement Execution Date	**03/04/25**

Phase I - SCHEMATIC DESIGN

Preliminary Scope and Budget analysis deliverables	04/03/25
30% Plans, Specifications and Estimate deliverables	05/02/25
County written authorization to proceed to next phase	05/23/25
All services shall be complete on, or before:	**05/03/25**

EXHIBIT D

Williamson County
Vendor Reimbursement Policy

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

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

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 The County will only cover costs associated with travel for vendors outside a 45-mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for the County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $59.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $25.00 per day. The travel must be outside the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by a 45-mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only to vendors who do not have necessary personnel located within a 45-mile radius of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626, who are capable of carrying the vendor's obligations to the County. Meals will not be reimbursed to vendors who are located within a 45-mile radius of the Williamson County Courthouse.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)
7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by at least a 45-mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

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

9. Repayment of Non-reimbursable Expense.

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

10. Non-Reimbursable Expenses

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

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants

10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental
10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Technology Fees
10.27 Sales tax on goods purchased
10.28 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT E
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

1. I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that A/E and its principals:

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

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

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

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

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

WSP USA Buildings, Inc.

_____
Signature of Certifying Official

_____
Printed Name of Certifying Official

_____
Title of Certifying Official

_____
Date

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

* federal, state, or local

SUBSCRIBED and sworn to before me, the undersigned authority, by _____
Signatory Name
the _____ of _____, on behalf of said firm.
Signatory Title Entity Name

_____
Notary Public in and for the
State of Texas

My commission expires: _____

EXHIBIT F

CERTIFICATES OF INSURANCE

A/E and Subconsultant Certificates of Insurance attached:

CONSULTANT
DESIGN DELIVERABLE
GUIDELINES



Facilities Management Division
3101 SE Inner Loop
Georgetown, TX 78626

Design services shall be conducted in Phases as outlined herein. Depending on project scope, not all items apply. Depending on project complexity and scope, Phases may be consolidated to expedite design delivery. Rejection procedures are outlined at the end of this document.

SCHEMATIC DESIGN PHASE

The interim deliverable early in this phase shall be used to document and validate project requirements and allocated construction budget.

This deliverable shall consist of the following PDF documents:

1) Opinion of probable cost to validate or modify preliminary construction budget provided by County.
2) Detailed design narrative to validate or modify Preliminary Scope of Work provided by County.
3) Initial design delivery schedule.

The deliverable at the end of this phase represents approximately 30% of the design effort and shall be of sufficient detail to show how the users' functional and technical requirements will be met.

This deliverable shall consist of the following PDF documents:

1) Budget Analysis
    a. If self-performed, provide an updated opinion of probable cost.
    b. If utilizing a professional cost estimator, participating in a CMAR or Design-Build project, coordinate with Cost Estimator or General Contractor to provide a preliminary cost estimate based upon schematic design information.
2) Design narrative
    a. include modifications to Preliminary Scope of Work provided by County.
    b. include preliminary engineering calculations for ALL disciplines required for project scope.
3) Schematic Specifications
    a. include completed Cover Sheet with draft Table of Contents for ALL disciplines required for project scope.
4) Schematic drawing set for ALL disciplines required for project scope
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
    c. include completed Cover Sheet with draft Index of Drawings for ALL disciplines required for project scope and applicable code compliance list.
    d. See specific minimum requirements for each discipline (if required for project scope):

Civil:	Provide concept Site Plan with grading and roadway layout
	Determine water supply and wastewater service
	If septic system is required, determine system type and size
Structural:	Determine concept structural system(s)
Architecture:	Plans, Elevations, overall Sections marked for Detail Sections
	Block-out window, door, finish and wall type schedules
Electrical:	Determine lighting type(s)
	Determine electrical distribution type(s)
	Review drawings for adequate space for electrical system(s)
	Initiate contacts with electric and telephone service providers
Mechanical:	Determine HVAC type(s)
	Review drawings for adequate space for HVAC system(s)
Plumbing:	Verify adequate sanitary sewer fall from building elevation
IT / Security:	TBD

5) Updated design delivery schedule.

DESIGN DEVELOPMENT PHASE

The deliverable at the end of this phase represents approximately 60% of the design effort and is intended to verify that the drawings, design analysis, specifications, and cost estimate are proceeding in a timely manner and that the design criteria and previous review comments have been correctly interpreted.

This deliverable shall consist of the following PDF documents:

1) Budget Analysis
    a. If self-performed, Architect shall provide an updated opinion of probable cost
    b. If utilizing a professional cost estimator or participating in a CMAR project, coordinate with Cost Estimator or General Contractor to provide a detailed cost estimate based upon design development information.
2) Design Analysis developed to approximately 60% completion
3) Red-lined marked-up specification sections for ALL disciplines required for project scope.
4) Approximately 60% complete drawings including those addressing construction phasing
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
    c. See specific requirements for each discipline (if required for project scope):

Civil:	Provide refined Site Plan with grading, roadway and parking
	Establish license / service agreements for water and wastewater
	If septic system is required, submit permit application to Wilco OSSF
Structural:	Provide preliminary design of structural systems
	Assist in obtaining Geotech borings
Architectural:	Noted Plans, Elevations, and Sections
	Floor, wall, roof Sections marked for Details
	Draft window, door, finish and wall type Schedules
Electrical:	Light fixtures located on drawings
	Receptacles located on drawings
	Panels located on drawings
	Circuits laid-out in single-line form
	Fixture schedule 60% complete
	Panels schedule 60% complete
	Riser diagram(s) 60% complete
Mechanical:	Equipment schedule complete
	Equipment located
	Ductwork laid-out
	Diffuser schedule complete
Plumbing:	Plumbing fixtures located on drawings
	Plumbing lines laid-out
	Fixture schedule(s) 60% complete
	Riser diagram(s) 60% complete
IT / Security:	TBD

5) Preliminary Material Finishes and Selections board
6) Updated design delivery schedule.
7) Sealed Site Permit drawings.

CONSTRUCTION DOCUMENTATION PHASE

*The deliverable at the end of this phase represents completion of proposed Construction Documents (**NO SEALS**) subject to incorporation of any review comments resulting from review of deliverable*.

This deliverable shall consist of the following PDF documents:

1) Budget Analysis
    a. If self-performed, Architect shall provide an updated opinion of probable cost
    b. If utilizing a professional cost estimator or participating in a CMAR project, coordinate with Cost Estimator or General Contractor to provide a final detailed cost estimate based upon construction documents.
2) Design Analysis with all items complete. It shall include all backup material previously submitted and revised (as necessary), all design calculations, all explanatory material giving the design rationale for any design decisions which would not be obvious to an engineer reviewing the final drawings and specifications.
3) Final edited specifications (**NO SEALS**).
4) Complete Drawings including those addressing project construction phasing. (**NO SEALS**)
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
    c. TDLR registration number included on Cover Sheet.
    d. See specific requirements for each discipline (if required for project scope):

Civil:	Details complete
	Approved licensing agreements and permits
Structural:	Details complete
Architecture:	Door / Window schedules complete
	Interior finish schedule(s) complete
	Details complete
Electrical:	Fixture schedule complete
	Panels schedule complete
	Riser diagram(s) complete
	Details complete
Mechanical:	Equipment schedule complete
	Diffuser schedule complete
	Details complete
Plumbing:	Fixture schedule complete
	Riser diagram(s) complete
	Irrigation connections complete (if required)
	Details complete
IT / Security	TBD

5) Final Material Finishes and Selections board
6) Proposed construction schedule.

REGULATORY REVIEW & PERMITTING PHASE

The deliverable at the end of this phase includes BIM/AutoCAD files and permitted Construction Documents.

At the beginning of this phase provide the following PDF documents for record:

1) Sealed Construction Drawings.
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
2) Sealed Specifications.
3) Complete Drawings submitted to Registered Accessibility Specialist (RAS) for review.

This deliverable shall consist of updated **REVIT model / AutoCAD DWGs** and the following PDF documents:

1) Permitted Site Development Drawings.
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
2) Permitted Construction Drawings.
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
3) Permitted Specifications.

CONSTRUCTION CONTRACT BIDDING, AWARD, & EXECUTION PHASE

The deliverable at the end of this phase includes BIM/AutoCAD files and revised Construction Documents.

This deliverable shall consist of updated **REVIT model / AutoCAD DWGs** and the following PDF documents:

1) Construction Drawings Addenda.
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
2) Specifications Addenda.
3) Bid Tabulation

CONSTRUCTION ADMINISTRATION PHASE

Various deliverables are required throughout this phase

As required, provide the following PDF documents:

1) Copies of Change Orders and Supplementary Drawings
2) Copies of reviewed shop drawings and submittals
3) Conformed drawing set for each issuance of Architect's Supplemental Instructions.
4) Reviews of Contractor's Pay Applications
5) Punch list of items needing correction before Substantial Completion Inspection
6) Written notice that contract has been performed in general conformance with plans and specifications and is ready for Final Inspection.

PROJECT CLOSE-OUT PHASE

The deliverable at the end of this phase includes record BIM/AutoCAD files and record Construction Documents.

This deliverable shall consist of updated **REVIT model / AutoCAD DWGs** and the following PDF documents:

1) "Clean" PDF of Building Plan(s) w/ Room #s coordinated with Fire Marshal review.
2) Record Construction Drawings.
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
3) Record Specifications.
4) Reviewed and compiled warranties, guarantees, and operation manuals

DELIVERABLE REVIEW STAMP

For standardization purposes during design Phases:

1) DO NOT track design review deliverables in the Revisions table of the Title Block.

2) Affix Interim Stamp with appropriate information in the location the Architect / Engineer seal will appear on each drawing sheet and Specifications title page.

3) See adjacent example for "Interim Stamp"



REJECTION OF DELIVERABLE

If the requirements of any deliverable phase are not met, the County will implement the following procedures:

1) The County will provide e-mail notice to Consultant that deliverable is rejected as soon as practical. Notice may include summary of deficiencies, red-line mark-ups, etc.

2) Consultant shall have seven (7) business days to resubmit with all required elements of the given review phase.

3) Within two (2) days of receipt of resubmission, the County will provide notice to Consultant that deliverable is accepted. At which point, the regular the County review process shall restart for the given review phase.

4) Rejected Consultant deliverables shall not impact overall deadline of the Project nor the review period allotted to the County officials.

5) Consultant shall provide an updated schedule showing interim submission date changes to make-up for any lost time.

6) Consultant shall not submit an invoice until the County accepts a Phase deliverable as functionally complete.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1269159

Date Filed:
02/13/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

WSP USA Building Inc.
New York, NY United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4100.1007
Professional engineering and commissioning services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Ryan Bloom, and my date of birth is [redacted].

My address is [redacted] (street), [redacted] (city), TX (state), [redacted] (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of TX, on the 13 day of February (month), 2025 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1269159

Date Filed:
02/13/2025

Date Acknowledged:
03/17/2025

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

WSP USA Building Inc.
New York, NY United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4100.1007
Professional engineering and commissioning services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **42.**

Meeting Date: 03/25/2025

Approval of Agreement for Construction Services for Sheriff's Office Gun Range – HVAC Updates with 5-F Mechanical Group, Inc. for Facilities Management

Submitted For: Joy Simonton **Submitted By:** Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Agreement for Construction Services utilizing RFP #24RFP30 As Needed HVAC Maintenance and Repair Services, to 5-F Mechanical Group, Inc., for Sheriff's Office Gun Range – HVAC Updates project, in the amount of Forty-Seven Thousand, Five Hundred Two Dollars and 01/100 ($47,502.01) and authorize execution of the agreement.

Background

This project is for the Sheriff's Office Gun Range-HVAC Upgrades utilizing RFP #25RFP30 As Needed HVAC Maintenance and Repair Services which was awarded on 04.09.2024, agenda item no. 57. This Agreement is between Williamson County and 5-F Mechanical Group, Inc, is for the Sheriff's Office Gun Range, 3901 CR130, Hutto, Texas 78634. Contract Audit and General Counsel reviewed. Detailed Scope of Work is attached. The funding source is 01.0100.1050.04509 and the point of contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SOTC HVAC_Construction Agreement_5-F Mechanical

Form 1295 5-F Mechanical Complete

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/19/2025 09:55 PM
County Judge Exec Asst.	Andrea Schiele	03/19/2025 11:16 PM
Form Started By: Johnny Grimaldo		Started On: 03/14/2025 10:14 AM
Final Approval Date: 03/19/2025		

Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and 5-F Mechanical Group, Inc. ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor for the construction of Sheriff's Office Gun Range – HVAC Updates (hereinafter called the "Project"). The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Project, or any phase of the Project, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work").

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the sum of Forty Seven Thousand, Five Hundred Two Dollars and One Cent ($47,502.01) in accordance with the terms and conditions of this Agreement.

ARTICLE 3 PLANS AND SPECIFICATIONS: The Work shall be performed pursuant to and in accordance with the plans and specifications attached hereto as **Exhibit "A"**, as well as any revisions made thereto.

ARTICLE 4 CONTRACT TIME:

4.1 Contractor shall commence the Work upon instruction to do so from the Owner and shall achieve Substantial Completion within **one hundred twenty (120) calendar days** from the date the Work is commenced; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Unless otherwise specified in writing, Contractor shall achieve Final Completion within **thirty (30) calendar days of Substantial Completion**. Owner shall determine when the Project has been fully and finally completed to its satisfaction. The time set forth for completion of the work is an essential element of the Agreement.

4.2 Liquidated Damages.

Contractor acknowledges and recognizes that Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that Owner has entered into, or will enter into, binding agreements upon Contractor's achieving Substantial Completion of the Work within the Contract Time. Contractor further acknowledges and agrees that if Contractor fails to complete substantially or cause the Substantial Completion of any Phase

of the Work within the Contract Time, Owner will sustain extensive damages and serious loss as a result of such failure. In the cases of missed scheduled events, which incur exact losses of revenue and exact expenses for fees and other cancellation costs, Contractor shall be responsible for the exact amount of damages sustained by Owner. In other cases, the exact amount of such damages will be extremely difficult to ascertain. Therefore, Owner and Contractor agree as set forth below:

4.2.1 Subject to the other terms and conditions herein, if Substantial Completion is not achieved by the date specified above or by such date to which the Contract Time may be extended, the Contract Price shall be reduced by **Five Hundred Dollars ($500.) per calendar day** as liquidated damages and not as a penalty, until the date of Substantial Completion. Force majeure shall apply relative to both rain/snow delays (acts of nature) and/or supply delays over which Contractor has no control, and such force majeure delays shall not be subject to such reduction of the Contract Price.

4.2.2 Owner may deduct liquidated damages described herein from any unpaid amounts then or thereafter due Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due Contractor shall be payable by Contractor to Owner at the demand of Owner, together with the interest from the date of the demand at a rate equal to the prime interest rate as published by the Wall Street Journal on the **first (1st) business day** after such amounts are demanded.

4.2.3 Notwithstanding anything to the contrary in this Agreement, if Owner is unable to recover any portion of liquidated damages in accordance with the terms and conditions herein because it is found to be unenforceable or invalid as a penalty or otherwise, then, Owner shall be entitled to recover from Contractor all of Owner's actual damages in connection with the failure by Contractor to achieve Substantial Completion of the Work within the Contract Time, including, without limitation, direct, indirect, or consequential damages.

ARTICLE 5 PAYMENT:

5.1 Contractor shall receive one lump sum payment of the Contract Price upon completion of the Project.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

6.1 Contractor shall render, diligently and competently in accordance with the highest standards used in the profession, all Contractor services which shall be necessary or advisable for the expeditious, economical and satisfactory completion of the Project. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations and to further the interests of Owner in accordance with Owner's requirements and procedures.

6.2 Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

6.3 Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

6.4 Contractor shall be responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work.

6.5 Insurance. Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner. All policies of insurance provided by the Contractor must comply with the requirements set forth herein, the Agreement and the laws of the State of Texas.

6.5.1 The Contractor shall provide and maintain, until the Work covered in the Agreement is completed and accepted by the Owner, the minimum insurance coverages in the minimum amounts as described below.

	Type of Coverage	Limits of Liability
.1	Worker's Compensation	Statutory
.2	Employer's Liability	
	Bodily Injury by Accident	$500,000 Ea. Accident
	Bodily Injury by Disease	$500,000 Ea. Employee
	Bodily Injury by Disease	$500,000 Policy Limit

.3 Commercial general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER OCCURRENCE
Commercial General Liability (including premises,	$1,000,000

completed operations
and contractual)

Aggregate policy limits: $2,000,000

.4 Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	$1,000,000	$1,000,000
Property damage	$1,000,000	$1,000,000
Aggregate policy limits	No aggregate limit	

.5 Damage to Rented Property/Premises (Ea. Occurrence): $100,000

.6 Builder's Risk Insurance (all-risks)

An all-risk policy, in the amount equal at all times to 100% of the Contract Price. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name its Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

a. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

b. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions, if any. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

.6. Flood insurance when specified in Supplementary General Conditions or Special Conditions.

.7 Umbrella coverage in the amount of not less than $5,000,000.

6.5.2 Workers' Compensation Insurance Coverage:

1. Definitions:

(a) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.

(b) Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by the Owner.

(c) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(d) Persons providing services on the Project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

2. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.
3. The Contractor must provide a certificate of coverage prior to execution of the Agreement/Contract, and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.
4. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.
5. The Contractor shall obtain from each person providing services on a project, and provide to the Owner:

(a.) a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

(b.) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

6. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.
7. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.
8. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

9. The Contractor shall contractually require each person with who it contracts to provide services on a project, to:

(a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;
(b) provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;
(c) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
(d) obtain from each other person with whom it contracts, and provide to the Contractor:

i. a certificate of coverage, prior to the other person beginning work on the Project; and
ii. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

(e) retain all required certificate of coverage on file for the duration of the Project and for one year thereafter;
(f) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

(g) contractually require each person with whom it contracts, to perform as required by paragraphs (a)-(g), with the certificates of coverage to be provided to the person for whom they are providing services.

10. By signing the Agreement/Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

11. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the Agreement/Contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.

6.5.3 If insurance policies are not written for the amounts specified herein, Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of primary coverage.

6.5.4 Insurance coverage required hereunder shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company, or otherwise acceptable to Owner.

6.5.5 **The Owner ("Williamson County, Texas"), its officials, employees and volunteers shall be named as an additional insured on all required policies.** These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by that insurer to bind coverage on its behalf.

6.5.6 The furnishing of the above listed insurance coverage, as may be modified by the Agreement, must be tendered prior to execution of the Agreement/Contract, and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

6.5.7 Owner reserves the right to review the insurance requirements set forth herein during the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

6.5.8 Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the

Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

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

6.5.10 Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement hereunder just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement hereunder shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

ARTICLE 7 INDEMNITY:

7.1 INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, Contractor SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF CONTRACTOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE PROJECT SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. CONTRACTOR HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OR THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES,

ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF CONTRACTOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

7.2 Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, or of the various departments comprising Owner, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 8 WARRANTY:

8.1 Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

8.2 Contractor shall provide warranty services for the Work for a **full twelve (12) months** following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

ARTICLE 9 PREVAILING WAGE RATE:

9.1 Duty to Pay Prevailing Wage Rates. The Contractor shall pay not less than the wage scale of the various classes of labor as shown on the "Prevailing Wage Schedule", as defined below. The specified wage rates are minimum rates only, and are not representations that qualified labor adequate to perform the Work is available locally at the prevailing wage rates. The Owner is not bound to pay—and will not consider—any claims for additional compensation made by any Contractor because the Contractor pays wages in excess of the applicable minimum rate contained in the Agreement. The "Prevailing Wage Schedule" is not a representation that quantities of qualified labor adequate to perform the Work may be found locally at the specified wage rates.

9.1.2 For classifications not shown, workers shall not be paid less than the wage indicated for Laborers. The Contractor shall notify each worker commencing work on the Project of the worker's job classification and the established minimum wage rate required to be paid, as well as the actual amount being paid. The notice must be delivered to and signed in acknowledgement of receipt by the employee and must list both the monetary wages and fringe benefits to be paid or furnished for each classification in which the

worker is assigned duties. When requested by Owner, competent evidence of compliance with the Texas Prevailing Wage Law shall be furnished by Contractor.

9.1.3 A copy of each worker wage rate notification shall be submitted to the Owner with the Application for Payment for the period during which the worker began on-site activities.

9.2 Prevailing Wage Schedule. Pursuant to Texas Government Code Section 2258.022(2), the general prevailing rate of per diem wages for each craft or type of worker needed to execute the Contract and the prevailing rate for legal holiday and overtime work shall be the most recent prevailing wage rate for Williamson County, Texas for building construction as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, which are published and can be obtained online at https://sam.gov/search/?index=dbra (the "Prevailing Wage Schedule"). Should the Contractor at any time become aware that a particular skill or trade not reflected on the Prevailing Wage Schedule will be or is being employed in the Work, whether by the Contractor or by a subcontractor, the Contractor shall promptly inform the Owner and shall specify a wage rate for that skill or trade, which shall bind the Contractor.

9.3 Penalty for Violation. The Contractor and any Subcontractor shall pay to the Owner a penalty of sixty dollars ($60.00) for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the Prevailing Wage Schedule or any supplement or update thereto pursuant to previsions above. The Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the Work, and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the Owner.

9.4 Complaints of Violations of Prevailing Wage Rates. Within thirty-one (31) days of receipt of information concerning a violation of Texas Government Code, Chapter 2258, the Owner shall make an initial determination as to whether good cause exists to believe a violation occurred. The Owner's decision on the initial determination shall be reduced to writing and sent to the Contractor or Subcontractor against whom the violation was alleged, and to the affected worker. When a good cause finding is made, the Owner shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the Prevailing Wage Schedule and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.

9.5 Arbitration Required if Violation not Resolved. After the Owner makes its initial determination, the affected Contractor or Subcontractor and worker have fourteen (14) days in which to resolve the issue of whether a violation occurred, including the amount that should be retained by Owner or paid to the affected worker. If the Contractor or Subcontractor and affected worker reach an agreement concerning the worker's claim, the Contractor shall promptly notify the Owner in a written document signed by the worker. If the Contractor or Subcontractor and affected worker do not agree before the fifteenth (15th) day after the Owner's determination, the Contractor or Subcontractor and affected worker must participate in binding arbitration in

accordance with the Texas General Arbitration Act, Chapter 171, Tex. Civ. Prac. & Rem. Code. The parties to the arbitration have ten (10) days after the expiration of the fifteen (15) days referred to above, to agree on an arbitrator; if by the eleventh (11th) day there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

9.6 Arbitration Award. If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the Contractor or Subcontractor the amount of penalty as provided herein and the amount owed the worker. The Owner may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the Owner has not retained enough from the Contractor or Subcontractor to pay the worker in accordance with the arbitration award, the worker has a right of action against the Contractor and Subcontractor as appropriate, and the surety of either to receive the amount owed, attorneys' fees and court costs. The Contractor shall promptly furnish a copy of the arbitration award to the Owner.

9.7 Prevailing Wage Retainage. Money retained pursuant to this section shall be used to pay the claimant or claimants the difference between the amount the worker received in wages for labor on the Project at the rate paid by the Contractor or Subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the Contractor or Subcontractor affected, or in the arbitrator's award. The full statutory penalty of sixty dollars ($60.00) per day of violation per worker shall be retained by the Owner to offset its administrative costs, pursuant to Texas Government Code, §2258.023. Any retained funds in excess of these amounts shall be paid to the Contractor on the earlier of the next progress payment or final payment. Provided, however, that the Owner shall have no duty to release any funds to either the claimant or the Contractor until it has received the notices of agreement or the arbitration award as provided in this section.

9.8 No Extension of Time. If the Owner determines that good cause exists to believe a violation has occurred, the Contractor shall not be entitled to an extension of time for any delay arising directly or indirectly from of the procedures set forth in this section.

ARTICLE 10 INTENTIONALLY DELETED

ARTICLE 11 TERMINATION OR SUSPENSION OF THE AGREEMENT

11.1 Termination by Contractor

If one of the reasons described below exists, the Contractor may, upon thirty (30) business days written notice to the Owner, terminate the Agreement and recover from the Owner payment for Work executed, including reasonable overhead, profit, and costs incurred by reason of such termination:

11.1.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

11.1.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped; or

11.1.3 If the Work is stopped for a period of ninety (90) consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Agreement.

11.2 Termination by the Owner for Cause

11.2.1 The Owner may terminate the Agreement if the Contractor:

11.2.1.1 Fails to commence the Work in accordance with the provisions of the Agreement;
11.2.1.2 Fails to prosecute the Work to completion thereof in a diligent, efficient, timely, workmanlike, skillful and careful manner and in strict accordance with the provisions of the Agreement;
11.2.1.3 Fails to use an adequate amount or quality of personnel or equipment to complete the Work without undue delay;
11.2.1.4 Fails to perform any of its obligations under the Agreement;
11.2.1.5 Fails to make prompt payments when due to its Subcontractors and Suppliers, or as required by **Texas Government Code, Chapter 2251**;
11.2.1.6 Files any petition or other pleading seeking any relief under any provisions of the Federal Bankruptcy Act, as amended, or any other federal or state statute or law providing for reorganization of debts or other relief from creditors, permits a receiver or other person to be appointed on account of its insolvency or financial condition, or becomes insolvent;
11.2.1.7 Creates any situation or state of facts which would authorize or permit an involuntary petition in bankruptcy to be filed against Contractor; or
11.2.1.8 Has not met or in Owner's opinion will not meet the dates of Substantial Completion set forth in the Agreement.

11.2.2 When any of the reasons under **Paragraph 11.2.1** exist, the Owner, in its sole and absolute discretion, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, **thirty (30) calendar days** written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety, exclude the Contractor from the Project site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor; accept assignment of subcontracts of Contractors subcontractors; and finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

11.2.3 When the Owner terminates the Agreement for one of the reasons stated in **Paragraph 11.2.1**, the Contractor shall not be entitled to receive payment until the Work is finished. In the event that it is determined that sufficient cause did not exist for termination under this **Section 11.2**, then the termination shall be considered a termination for convenience, under **Section 11.4**, below.

11.2.4 If the unpaid balance of the Contract Price exceeds costs of finishing the Work, including compensation for expenses made necessary thereby, and other damages and costs incurred by the

Owner in finishing the Work and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

11.3 Suspension by the Owner for Convenience

11.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

11.3.2 The Contract Price and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in **Paragraph 11.3.1**. Adjustment of the Contract Price shall include profit. No adjustment shall be made to the extent:

11.3.2.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

11.3.2.2 that an equitable adjustment is made or denied under another provision of the Agreement.

11.4 Termination by the Owner for Convenience

11.4.1 The Owner may, at any time, terminate the Agreement for the Owner's convenience and without cause.

11.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

11.4.2.1 Cease operations as directed by the Owner in the notice;

11.4.2.2 Take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

11.4.2.3 Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

11.4.3 Upon Owner's termination for convenience, costs of the Work executed, including reasonable overhead and profit, incurred to and including the date of termination, will be due and payable to Contractor in accordance with the Agreement.

ARTICLE 12 MISCELLANEOUS PROVISIONS

12.1 Interest and Late Payments. Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner 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 Owner'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 Contractor, Owner shall notify Contractor of the error not later than the twenty first (21st) day after the date Owner receives the invoice/application for payment. If the error is resolved in favor of Contractor, Contractor shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by Contractor beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the Owner, Contractor 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.

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

12.3 Assignment. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party.

12.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County, Texas where the Project is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the Project in which the Owner is a party.

12.5 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

12.6 Notices. All notices, consents, approvals, demands, requests or other communications relied on by the parties shall be in writing. Written notice shall be deemed to have been given when delivered in person to the designated representative of the Contractor or Owner for whom it is intended; or sent by U. S. Mail to the last known business address of the designated representative.

12.7 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this

Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

12.8 Relationship of the Parties. Contractor shall be an independent contractor under this agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

12.9 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.

12.10 No Waiver of Sovereign Immunity. Nothing herein shall be construed as a waiver of sovereign immunity by Owner.

12.11 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

12.12 Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the Owner with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

12.13 Entire Agreement & Incorporated Documents; Conflicting Terms. This Agreement constitutes the entire agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties.

The following documents shall comprise the Contract Documents:

1. This Agreement between Owner and Contractor;
2. Exhibit "A" – Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Agreement;
4. The Request for Proposal/Invitation for Bids documents defined in Williamson County RFP#24RFP30;
5. Contractor's Proposal/Bid submitted in response to Williamson County RFP#24RFP30; and
6. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

In the event of a dispute or conflict relating to the terms and conditions of the Contract Documents, applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence:

1. This Agreement between Owner and Contractor;
2. Exhibit "A" – Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Agreement;
4. The Request for Proposal/Invitation for Bids documents defined in Williamson County RFP#24RFP30;
5. Contractor's Proposal/Bid submitted in response to Williamson County RFP#24RFP30; and
6. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof.

OWNER:	**CONTRACTOR:**
WILLIAMSON COUNTY, TEXAS, a political subdivision of the state of Texas	5-F Mechanical Group, Inc.
By: _____	By: _____
Printed Name: _____	Printed Name: Steven R. Pack
Title: _____	Title: Service Manager
Date: _____	Date: _____

Exhibit "A"

Plans and Specifications

Location of Work: Williamson County Sheriff's Office Training Center, 3901 County Rd. 130, Hutto, TX 78634

Scope of Work (Office Area): Contractor to provide parts, equipment, and materials needed to replace 2 existing Fedders wall mounted units with two, 2-ton Electric Heat Bard units.

$14,948.27

- Existing line voltage and control voltage to be reused.
- Remove failed units and replace with new Bard units.
- Replace supply and return air grills.
- Install new digital – programmable thermostats.
- Start equipment and check for proper operation.
- Clean up work area and dispose of old equipment and trash.

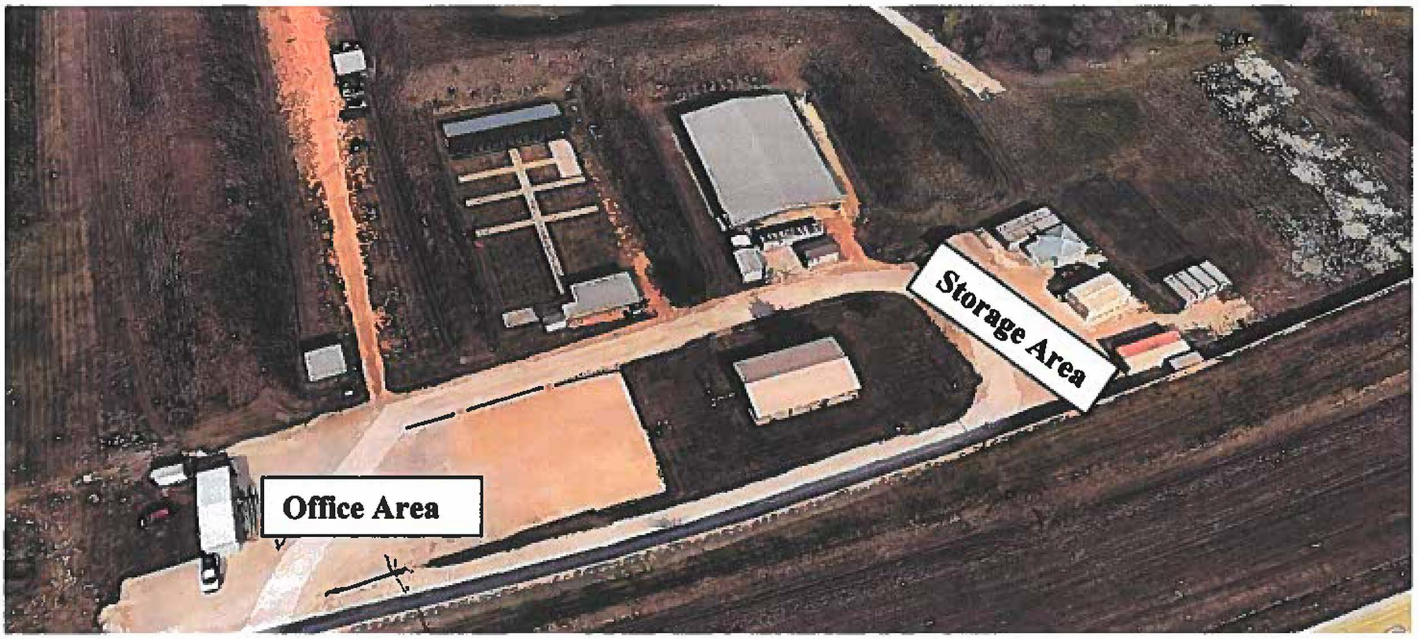
Scope of Work (Storage Area): Contractor to pick up equipment parts and materials needed to replace failed cooling and heating in storage building.

$32,553.74

- Isolate power to unit, lockout & tag-out power (Make Safe)
- Disconnect electrical.
- Remove failed unit using manual life.
- Recover existing refrigerant charge and dispose of refrigerant charge using current industry standards.
- Install new Scientific Systems heating and cooling unit.
- Wire line voltage electrical.
- Cycle power on and check for proper heating and cooling operation.
- Clean up work area and dispose of failed equipment trash.
- Replace supply and return air grills

Exclusions:

- All work will be done during working hours, M/F 7:00 a.m. – 3:30 p.m.
- Any scope of work not included in above proposal
- Any additional City code upgrades, mechanical drawings, City plan and review, if required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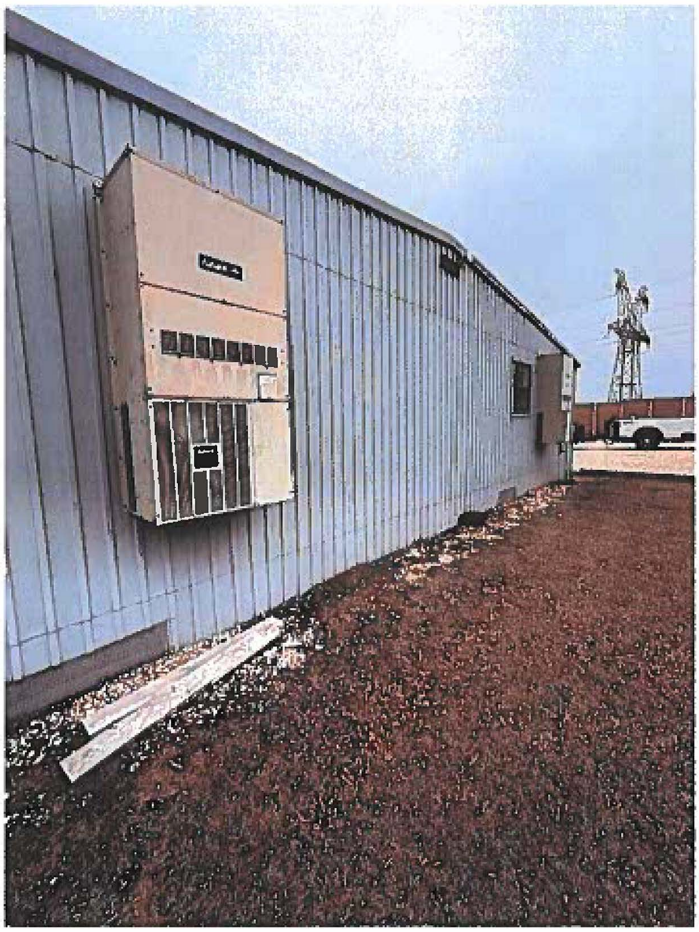
Office Area



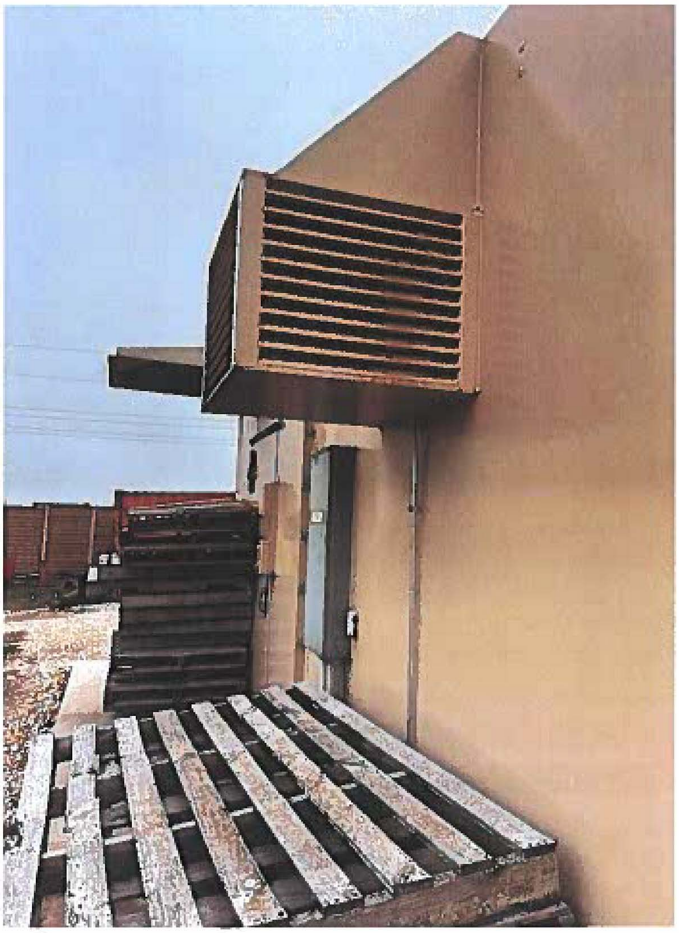


Exhibit A

Williamson County SOTC Office HVAC Updates

5-F Mechanical Group, Inc.

Pricing - Labor			
Wilco Gun Range Office Equipment Replacements	**Labor Hours**		**Extended Price**
	Reg Time	**Over Time**	
HVAC Journeyman Supervisor			$
HVAC Joumeyman Technician @ $99.00 per hour	0		$0.00
HVAC Installer, @ $60.00 per hour	60.		$3,600.00
Subtotal			$3,600.00

Pricing - Material				
Task	**Quantity**	**Unit**	**Unit Price**	**Extended Price**
HVAC Equipment, Parts, Supplies and Miscellaneous	1	LS	$11,348.27	$11,348.27
Sub Contractor		LS	$0.00	$0.00
Subtotal				$11,348.27
GRAND TOTAL				**$ 14,948.27**

Submittal Data

250211-1BJ Insco

Date: February 11, 2025

Prepared By:

Texas Reps.
B.J. Smith
22315 Bute Dr. Spicewood, TX 78669
Office Phone: 512-264-3596
Email: bjsmith@texasreps.com

Project: 250211-1BJ Insco

Plan-ID	Qty	Model No	Description	Page
WM-01	1	W24AF-A10XXXXXX	Wall-Mount™ Air Conditioner 208/230-1 ph	3
		Warranty Document (8-13-2024)		6

AHRI Rated Cooling Performance

AHRI Certified Reference #	215871260	
AHRI Rated Cooling Capacity	24,000	Btuh
EER	11.40	
Rated Airflow	800	cfm

Cooling Performance @ Project Parameters

Cooling Capacity	24,780	Btuh
Sensible Capacity	18,597	Btuh
Latent Capacity	6,183	Btuh
Efficiency (at AHRI)	11.00	EER
Outdoor DB Temp	95.0	°F
Entering DB Temp	80.0	°F
Entering WB Temp	67.0	°F
Leaving DB Temp	61.5	°F
Leaving WB Temp	58.8	°F

Electric Resistance Heat

Nominal Heat Size	10	kW
Electric Heat Voltage	208	Volts
Heat Output	25,598	Btuh
Heating Entering Air	70.0	°F
Heating Leaving Temp	95.5	°F

Supply Air Performance

Total Supply Air	930	cfm
Blower Motor	1/3	hp
Medium Blower Speed		
Non-Ducted		

Air flow is based on Wet Coil

Electrical Data

Power Supply	208/230	Volts
	1	Phase
	60	Hertz
Minimum Circuit Ampacity	57	Amps
Maximum External Fuse or Circuit Breaker	60	Amps

All wiring must conform to the National Electrical Code and all local codes

NOTE: MOCP (Maximum Overcurrent Protection) value listed is the maximum value as per UL 1995 calculations for MOCP (branch-circuit conductor sizes shown are based on this MOCP). The actual factory installed Overcurrent Protective Device (Circuit Breaker) in this model may be lower than the maximum UL 1995 allowable MOCP value, but still above the UL 1995 minimum calculated value or Minimum Circuit Ampacity (MCA) listed.

Approximate Installed Weight

Unit Weight	330	lb
Accessory Weight	7	lb
Total Weight	337	lb

Factory Options Selected

A - 208/230 Volt 1 phase
10 - 10 kW w/Circuit Breaker Disconnect
X - Barometric Fresh Air Damper
X - 1-inch Fiberglass MERV 2
X - Beige
X - Standard Cabinet, blow thru condenser fan
X - Standard Coils
X - Hi Pressure Switch, Low Pressure Switch, Compressor Control Module, & Refrigerant leak detector (RDS)

Field Installed Accessories

RG-2W - Return air grill - Extruded aluminum with blades fixed at 30 degree angle, 2" Flange
SG-2W - Sidewall supply register with 2 sets of individually adjusted blades, 2" Flange

Standard Product Features

Wall-Mount Air Conditioner

- Multi-speed Electronically commutated indoor motor (ECM) technology.
- Enclosed outdoor fan motor with ball bearing construction.
- Copper/Aluminum finned coils, and refrigerant system includes filter drier. Evaporator coil includes green fin coil protection.
- R-454B A2L Refrigerant that meets the global objectives outlined in the Montreal Protocol and the Kigali Amendment.
- Controls include short cycle protection and phase monitoring. Hi and low pressure switch refrigerant system protection standard.

Series Compliance

- Complies with efficiency requirements of ANSI/ASHRAE/IESNA 90.1-2019.
- Certified to ANSI/AHRI Standard 390-2021 for SPVU (Single Package Vertical Units)
- Intertek ETL Listed to Standard for Safety of Household and Similar Electrical Appliances ANSI/UL STD 60335-1 & ANSI/UL STD 60335-2-40/ CSA STD C22.2 No. 60335-1 & CSA STD C22.2 No. 60335-2-40 Fourth Edition.
- Bard is an ISO 9001:2015 Certified Manufacturer

UNIT	DUCT FREE IN-DOOR COOLING OPERATION @ 5 FT.	DUCT FREE INDOOR COOLING OPERATION @ 10 FT.	DUCTED INDOOR COOLING OPERATION @ 5 FT.	DUCTED INDOOR COOLING OPERATION @ 10 FT.	OUTDOOR @ 10 FT.
W24A/W24L	52.4	50.4	51.9	48.9	62.3

Dimensions of Basic Unit for Architectural and Installation Requirements (Inches)

Width (W)	Depth (D)	Height (H)	Supply		Return		E	F	G	I
			A	B	C	D				
33.3	17.13	74.56	7.88	19.88	11.8	19.88	35	10.88	29.75	20.56
J	K	L	M	N	O	P	Q	R	S	T
30.75	32.06	33.25	31	2.63	34.13	26.06	10.55	3.94	12	9

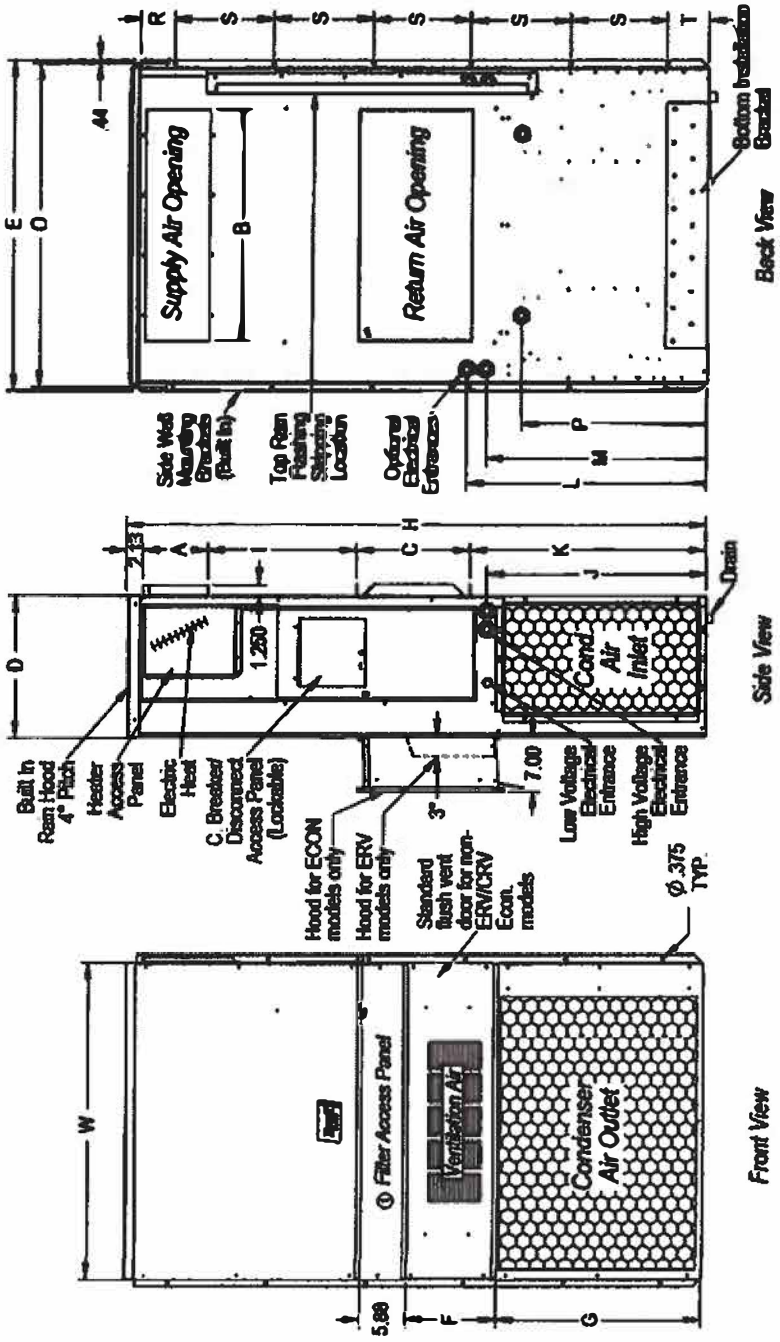


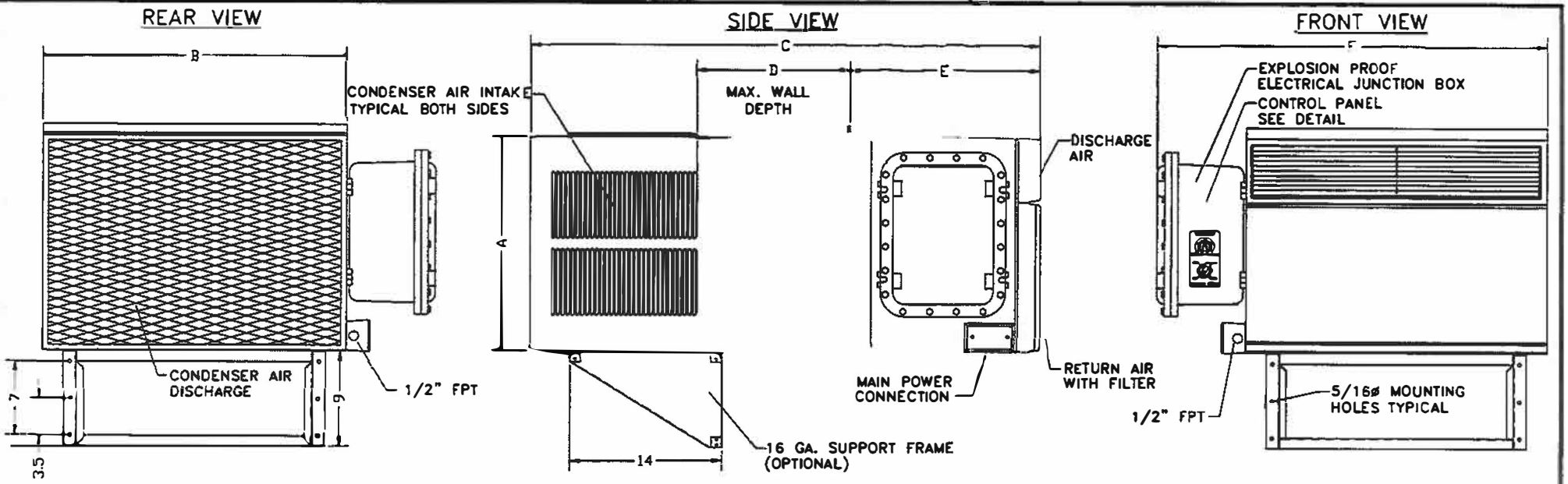
Exhibit A

Williamson County SOTC Storage Unit- HVAC Updates

5-F Mechanical Group, Inc.

Pricing - Labor			
Wilco SOTC Storage Unit Replacement	**Labor Hours**		**Extended Price**
	Reg Time	**Over Time**	
HVAC Journeyman Supervisor			$
HVAC Journeyman Technician @ $99.00 per hour	0		$0.00
HVAC Installer, @ $60.00 per hour	60		$3.600.00
Subtotal			$3,600.00

Pricing - Material				
Task	**Quantity**	**Unit**	**Unit Price**	**Extended Price**
HVAC Equipment, Parts, Supplies and Miscellaneous	1	LS	$28,953.74	$28,953.74
Sub Contractor		LS	$0.00	$0.00
Subtotal				$28,953.74
GRAND TOTAL				**$ 32,563.74**



MODEL NO.	CAPACITY (BTU/HR)		VOLTAGE (1Ph/60Hz)	FUSE SIZE**	HEATER AMPS*	COMPRESSOR		FAN F.L.A.*	AIR FLOW (CFM)	R-410A CHARGE (OZ)	WEIGHT NET LBS	DIMENSIONS					
	COOL*	HEAT*				F.L.A.*	L.R.A.					A	B	C	D	E	F
☐ WACX-2752-EH-1941	28,000	19,408	208/230	30	24.7	12.3	74.6	2.0	640	84.0	330	20-3/16	28	47-7/8	14-1/4	18-3/4	36-7/16
☐ WACX-2752-EH-2523	28,000	25,230	208/230	40	32.2	12.3	74.6	2.0	640	84.0	330	20-3/16	28	47-7/8	14-1/4	18-3/4	36-7/16
☐ WACX-2752-EH-2717	28,000	27,171	208/230	40	34.6	12.3	74.6	2.4	640	84.0	330	20-3/16	28	47-7/8	14-1/4	18-3/4	36-7/16
☐ WACX-3502-EH-2135	36,000	21,349	208/230	35	27.2	16.6	92.0	2.3	725	77.0	345	20-3/16	28	47-7/8	14-1/4	18-3/4	36-7/16
☐ WACX-3502-EH-2717	36,000	27,171	208/230	40	31.3	14.9	88.0	2.6	725	66.5	345	20-3/16	28	47-7/8	14-1/4	18-3/4	36-7/16

* AT 230 VOLTS. ** TIME DELAY OR EQUIVALENT.
** TIME DELAY OR EQUIVALENT.
* UNIT RATED AT 230V.

NOTES :
ALL DIMENSIONS SHOWN IN INCHES
- ☐ -(STANDARD) CARBON STEEL HOUSING WITH BAKED ENAMEL FINISH
- ☐ -(OPTIONAL) CARBON STEEL HOUSING AND INTERNAL METAL PARTS EPOXY FINISHED
- ☐ -(OPTIONAL) ALUMINUM HOUSING EPOXY FINISHED
- ☐ -(OPTIONAL) TYPE 316 STAINLESS STEEL HOUSING
- ☐ -(OPTIONAL) TYPE 316 STAINLESS STEEL HOUSING EPOXY FINISHED INTERNAL METAL PARTS
- ☐ -(STANDARD) EVAPORATOR AND CONDENSER COILS COPPER TUBES WITH ALUMINUM FINS
- ☐ -(OPTIONAL) EVAPORATOR AND CONDENSER COILS COPPER TUBES WITH COPPER FINS
- ☐ -(OPTIONAL) EVAPORATOR AND CONDENSER COILS SaveCoil 101 COATED
- ☐ -(OPTIONAL) ALL EXPOSED COPPER TUBING EPOXY PAINTED
- ☐ -(OPTIONAL) REMOTE CONTROLS AVAILABLE FOR GROUP C, GROUP D, & GROUP C&D ONLY (THERMOSTAT & SELECTOR SWITCH) SEE DWG 026-50-0003
- ☐ -(OPTIONAL) TYPE 316 STAINLESS STEEL SUPPORT FRAME
- ☐ -(OPTIONAL) LOW AMBIENT CONTROL FOR OPERATING WHEN OUTDOOR AMBIENTS ARE BELOW 55°F
- ☐ -(STANDARD) ELECTRICAL CLASSIFICATION N.E.C. CLASS I GROUP D DIVISION 2
- ☐ -(OPTIONAL) ELECTRICAL CLASSIFICATION N.E.C. CLASS I GROUP C/D DIVISION 2
- ☐ -(OPTIONAL) ELECTRICAL CLASSIFICATION N.E.C. CLASS I GROUP B DIVISION 2
- ☐ -(STANDARD) ELECTRIC HEATERS TEMPERATURE RATING N.E.C. CODE NO. T2A
- ☐ -(OPTIONAL) ELECTRIC HEATERS TEMPERATURE RATING N.E.C. CODE NO. ____

PROPRIETARY AND CONFIDENTIAL
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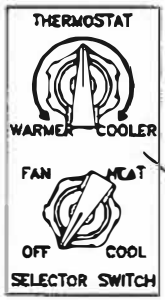
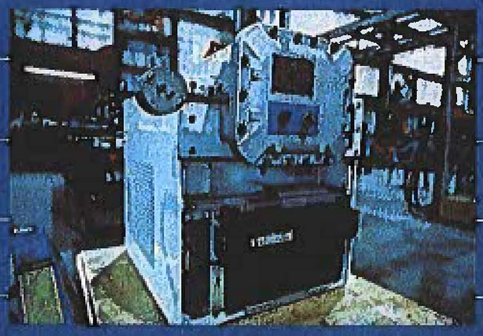


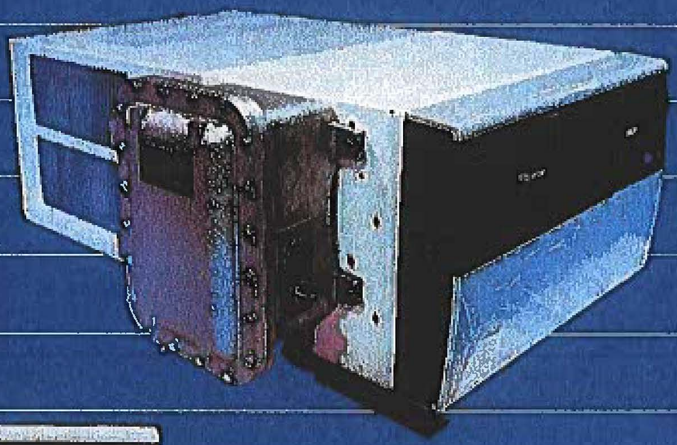
CONTROL PANEL DETAIL TYPICAL FOR ALL UNITS

.X= ± 0.1" .XX= ± 0.05" .XXX= ±0.01" FRACTIONS= ± 1/8" ANGLES= ± 1.0°			SCIENTIFIC SYSTEMS LLC 7924 Reco Avenue, Baton Rouge, Louisiana 70814 U.S.A.
MATRL		DRWN ML/A.R.G.	
FINISH		CHKD	SolarySeal w/ ELECTRICAL HEATER 60 Hz SERIES ENGINEERING DATA SHEET — JOB#
ACAD#	50610113	APVD	REV E DATE 04/19
			DWG.# 061-50-0113 SCALE SHT OF

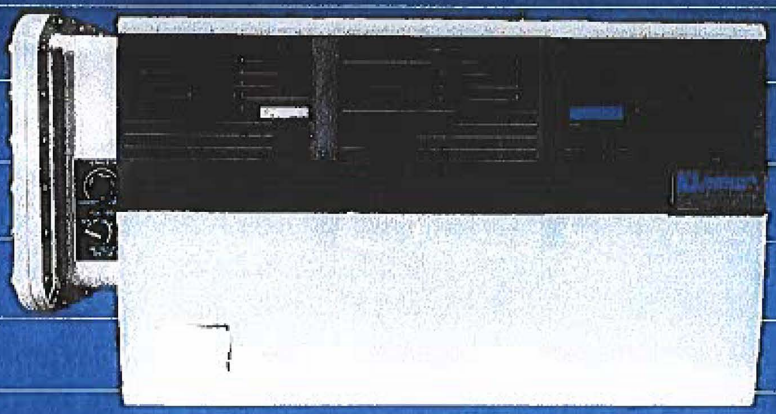
Explosion Proof
Window and Thru-Wall Air Conditioners
for
Hazardous and Severe Service



- *HazardCool*



- *SafetyCool*



SCIENTIFIC SYSTEMS

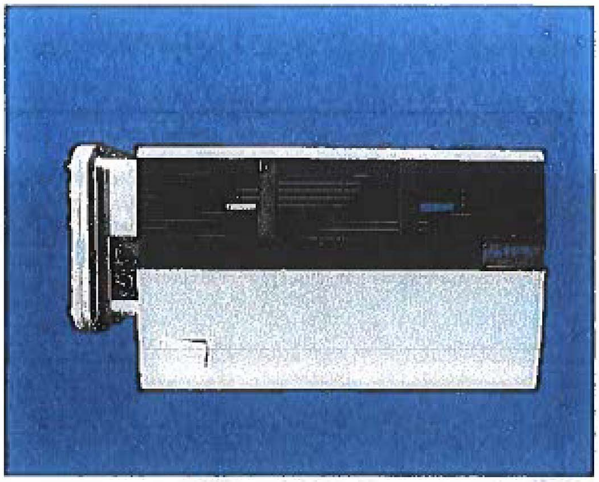
c UL us
Listed for Use Under
Class I Groups B C D
Division 2
Temperature Code T2C

SafetyCool

Window and Thru-Wall Air Conditioners

for

Division 2



(Size and Location of Explosion-proof Box may differ from Photo)

FEATURES

- For Hazardous Locations per NEC Class I, Groups B, C, or D, **Division 2**
- **UL *Certified*** to U.S. and Canadian standards
- Cooling Capacities from 5,400 to 36,000 BTUH
- Heat/Cool Models with ***all electric heat***, capacities from 7,600 to 27,100 BTUH
- Front Panel Controls for Temperature and Discharge Air Control
- Remote Thermostat*
- Full Corroion Protction Package *
- Also Available in 50 Hertz Models Request Bulletin EXWI5PSS
- One Year Limited Warranty

* = Optional

APPLICATIONS

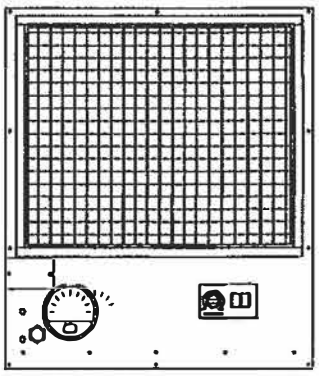
- Oil and Gas Production Platforms
- Chemical and Pharmaceutical Processing
- Oil and Gas Refining and Storage Areas
- Natural Gas Compressor Stations
- Analyzer and Control Rooms
- Solvent and Paint Storage Buildings
- Research and Control Laboratories

DESCRIPTION

SafetyCool Air Conditioners are reliable, economical units for window or thru-wall installations. Applications include cooling and dehumidifying hazardous locations as found on offshore production platforms, in hazardous materials storage, industrial control buildings and in analyzer shelters. Models with both heating and cooling are also available with electric heaters providing the total heating capacity. This design assures full heat output even at low outside temperatures and avoids the limitations of modified heat pumps. The electric heaters are rated to NEC Identification No. T2A, i.e. for use in areas where the ignition temperature of the hazardous material is at or above 536 °F (280 °C).

PRESSURE AND EXHAUST BLOWERS

PBX 10 Pressurization Systems are recommended when buildings require automatic maintenance of positive pressure and air flow. These pre-assembled and pretested blower modules offer convenient *compliance with NFPA 496* and other industrial codes applicable to buildings in hazardous locations. Also available are **EBX Series Exhaust Blowers** for ventilating Hazardous Material Storage Buildings.



PBX 10 Series
Pressurization System

Request Product Specification PRBL

SCIENTIFIC SYSTEMS

EXPLOSION-PROOF AIR CONDITIONERS

Listed for Use Under Class I Groups B C D Division 2 Temperature Code T2C

SafetyCool
Window or Thru-Wall Air Conditioners
60 Hertz

Schedule "A"

Listed for Use Under Class I Groups B C D Division 2 Temperature Code T2C

UL and cUL Listed for U. S. and Canada

ALL IBCD2 UNITS INCLUDE REMOTE CONTROL BOX

COOLING ONLY, 60 Hz(4), Class I, Groups B(***), C and D, Division 2

MODEL	COOL(3)(7) BTUH	VAC	FUSE AMPS	HEIGHT(5) INCHES	WIDTH(5) INCHES	DEPTH(5) INCHES	WEIGHT(6) NET LBS
WACX-1214-ICD2	12,000	208/230	15	15-15/16	25-15/16	27-3/8	124
WACX-1214-IBCD2	12,000	208/230	15	15-15/16	25-15/16	27-3/8	124
WACX-1804-ICD2	20,000	208/230	15	17-15/16	25-15/16	27-3/8	175
WACX-1804-IBCD2	20,000	208/230	15	17-15/16	25-15/16	27-3/8	175
WACX-2404-ICD2	24,000	208/230	20	17-15/16	25-15/16	27-3/8	212
WACX-2404-IBCD2	24,000	208/230	20	17-15/16	25-15/16	27-3/8	212
WACX-3604-ICD2	36,000	208/230	30	20-3/16	28-0/0	33-5/8	236
WACX-3604-IBCD2	36,000	208/230	30	20-3/16	28-0/0	33-5/8	236

COOLING AND ELECTRIC HEAT(1,2), 60 Hz(4), Class I, Group B(8), C and D, Division 2

MODEL	COOL(3)(7) BTUH	HEAT(3) BTUH	VAC	FUSE AMPS	HEIGHT(5) INCHES	WIDTH(5) INCHES	DEPTH(5) INCHES	WEIGHT(6) NET LBS
WACX-0752-EH-0768	8,400	7,677	115	25	15-15/16	25-15/16	42-3/4	275
WACX-1102-EH-0960	11,800	9,596	115	30	15-15/16	25-15/16	42-3/4	285
WACX-1102-EH-1152	11,800	11,516	115	35	15-15/16	25-15/16	42-3/4	285
WACX-1202-EH-0705	11/900/12,100	7,051	208/230	15	15-15/16	25-15/16	42-3/4	285
WACX-1202-EH-1234	11/900/12,100	12,339	208/230	20	15-15/16	25-15/16	42-3/4	285
WACX-1802-EH-1058	17,500/17,300	10,576	208/230	20	17-15/16	25-15/16	42-3/4	310
WACX-1802-EH-1763	17,500/17,300	17,626	208/230	30	17-15/16	25-15/16	42-3/4	310
WACX-2402-EH-1747	23,500/23,500	17,467	208/230	30	17-15/16	25-15/16	42-3/4	320
WACX-2402-EH-2329	23,500/23,500	23,290	208/230	35	17-15/16	25-15/16	42-3/4	320
WACX-2752-EH-1941	27,700/28,000	19,408	208/230	30	20-3/16	28-0/0	47-7/8	325
WACX-2752-EH-2523	27,700/28,000	25,230	208/230	40	20-3/16	28-0/0	47-7/8	330
WACX-3502-EH-2135	35,700/36,000	21,349	208/230	35	20-3/16	28-0/0	47-7/8	335
WACX-3502-EH-2717	35,700/36,000	27,171	208/230	40	20-3/16	28-0/0	47-7/8	335

(1) Manufacturer certified, not CSA listed. Heaters rated for NEC Identification CodeT2A. Suitable for use in hazardous loca- tions containing compounds with ignition temperatures of 536°F (280°C) or higher.

(2) Free-standing, UL or CSA listed Electric Heaters are also available. These are rated for Class I, Groups C or D and Class II, Groups E, F, and G with NEC Identification Numbers T2A, T2B or T3B. (Bulletin EXHE1PSS). (3) 208/230 models are rated at 230 Volts. Deduct 18% for heater rating at 208 Volts.

(4) For 50 Hz models request Price List SAEX5PRL.

(5) **Request certified drawings before making cutouts!** Dimensions subject to change.

(6) Add 45 lbs. for cardboard domestic, 65 to 80 lbs. for air crate, or 120 to 180 lbs. for sea crate.

(7) Rated at 95°F (35°C) dry bulb temperature. SafetyCool models are designed to also operate effectively at higher ambients. At 120°F (49°C) outside dry bulb temperature the cooling capacity is reduced approximately 22 percent.

SEE CONTINUED FOR OPTIONS AND ACCESSORIES

(Continued from Other Side)

Economy E-Series(1,2,3)

COOLING ONLY, 60 Hz, Class I, Groups A, B, C and D, Division 2

MODEL	COOL(4)	VAC	AMPS	HEIGHT(5)	WIDTH(5)	DEPTH(5)	WEIGHT(7)
	BTUH			INCHES	INCHES	INCHES	NETLBS
WACX-E-1402	15,000/15,000	208/230	8.5/7.8	15-15/16	25-15/16	27-3/8	140
WACX-E-1902	19,500/19,800	208/230	10.4/9.8	17-15/16	25-15/16	27-3/8	166

OPTIONS and ACCESSORIES

-LAC Low Ambient Controls for operating air conditioner at outdoor ambient temperatures below 55°F (13°C) ....
-BG **BLYGOLD Polual** spray applied coating on condenser and evaporator coils, additional .....
-ECB **BLYGOLD Polual** spray applied coil coating, other metal epoxy primed and coated, additional .....
-SH Cover Housing, Corrosion Resistant Type 316 stainless steel .....
-MBS Mounting Bracket Set, stainless steel, for extra strong support of **SafetyCool** cabinets .....
-EXP Export Crate, for rough handling, choice of sea or air crate, specif(7) .....
-RC Remote Controls, thermostat and selector switch ..... See Note (8).
-SPS Spare Parts Kit(6) (thermostat, selector switch, run capacitor) .....
-CC **SaveCoil 101** Dip applied and baked coating on condenser and evaporator coils, additional .....
-EC **SaveCoil 101** Dip applied and baked coil coating, other metal epoxy primed and coated, additional.....
-CuCu Condenser and Evaporator Coil Copper Tubes with Coper Fins for 8,400 btu thru 24,000 btu, additional ...
-CuCu Condenser and Evaporator Coil Copper Tubes with Coper Fins for 28,000 btu and 35,000 btu, additional ...

(1) UL and UL C(anada) listed. Maximum temperature rating is T3C, 320°F (160°C).
(2) E - Series have a 1-Year Limited Warranty.
(3) Not available with Options "-BG, ECB, -CC, "-EC", "-RC" or "-SPS".
(4) At 230 Volts
(5) **Request certified drawings before making cutouts.** Dimensions subject to change.
(6) Kit available for shipment with air conditioner only. Use numbers from Parts List for replacement parts ordered later.
(7) Add 35 lbs. for cardboard, 55 to 70 lbs. for air crate, or 110 to 170 lbs. for sea crate.
(8) For Group B add "/RC/IB2" to model number and add US$ to price for models up through 12,000 BTUH and add US$ for models rated higher than 12,000 BTUH. Control box is external.

We reserve the right to modify and improve our products. Prices and specifications are subject to change!

3-YEAR LIMITED WARRANTY (2)

SafetyCool air conditioners are warranted to be free of defects in materials and workmanship for a period of three (3) years. During the first twelve months following date of shipment Scientific Systems will repair or replace any defective component at no charge. For the next two years Scientific Systems will repair or replace any non-functional item or items for a total cost not to exceed (50) percent of the list price of an equivalent model air conditioner. Items returned for repair or replacement must be shipped to factory with freight prepaid and will be returned freight collect. This warranty applies to the original, registered customer only. Items damaged during shipment or as a result of improper handling or use are specifically excluded under this warranty.

SEE CONTINUED FOR OPTIONS AND ACCESSORIES

Schedule "A"

SafetyCool
Window or Thru-Wall Air Conditioners
50 Hertz

COOLING ONLY, 50 Hz,[1,4] NEC Class I, Groups B[8], C and D, Division 2

MODEL	COOL[3]	VAC	FUSE	HEIGHT[5]	WIDTH[5]	DEPTH[5]	WEIGHT[6]
	BTUH		AMPS	INCHES	INCHES	INCHES	NETLBS
WACX-50-1234	12,000	220/240	15	15-0/0	23-5/8	22-1/16	125
WACX-50-1804	18,000	220/240	15	16-15/16	26-0/0	30-3/8	150
WACX-50-2404	24,000	220/240	20	16-15/16	26-0/0	30-3/8	160

COOLING AND ELECTRIC HEAT,[1,2] 50[4] Hz, NEC Class I, Group B[8] and D, Division 2

MODEL	COOL[3][7]	HEAT[3]	VAC	FUSE	HEIGHT[5]	WIDTH[5]	DEPTH[5]	WEIGHT[6]
	BTUH	BTUH		AMPS	INCHES	INCHES	INCHES	NETLBS
WACX-50-1234-EH-0968	12,000	9,596	220/240	20	15-0/0	23-5/8	42-3/4	285
WACX-50-1234-EH-1398	12,000	13,435	220/240	25	15-0/0	23-5/8	42-3/4	285
WACX-50-1804-EH-1291	18,000	11,516	220/240	20	16-15/16	26-0/0	42-3/4	305
WACX-50-1804-EH-1936	18,000	19,193	220/240	30	16-15/16	26-0/0	42-3/4	305
WACX-50-2404-EH-1828	24,000	17,273	220/240	30	16-15/16	26-0/0	42-3/4	320
WACX-50-2404-EH-2366	24,000	23,031	220/240	35	16-15/16	26-0/0	42-3/4	320

(1) Manufacturer certified, not CSA listed. Heaters rated for NEC Identification CodeT2A. Suitable for use in hazardous locations containing compounds with ignition temperatures of 536°F (280°C) or higher.
(2) Free-standing, UL or CSA listed Electric Heaters are also available. These are rated for Class I, Groups C or D and Class II, Groups E, F, and G with NEC Identification Numbers T2A, T2B or T3B. (Bulletin EXHE1PSS).
(3) 220/240 models are rated at 240 Volts. Deduct 16% for heater rating at 208 Volts.
(4) For 60 Hz models request Price List SAEX6PRL.
(5) **Request certified drawings before making cutouts!** Dimensions subject to change.
(6) Add 35 lbs. for cardboard domestic, 55 to 70 lbs. for air crate, or 110 to 170 lbs. for sea crate.
(7) Rated at 95°F (35°C) dry bulb temperature. SafetyCool models are designed to also operate effectively at higher ambients. At 120°F (49°C) outside dry bulb temperature the cooling capacity is reduced approximately 22 percent.
(8) For Group B add "/RC/IB2" to model number and add US$ 1,322. to price for models up through 12,000 BTUH and add US$ 1,939. for models rated higher than 12,000 BTUH. Control box is external.

SEE CONTINUED FOR OPTIONS AND ACCESSORIES

(Continued from other Side)

OPTIONS AND ACCESSORIES

-LAC	Low Ambient Controls for operating air conditioner at outdoor ambient temperatures below 55°F (13°C) .....
-BG	**BLYGOLD Polual** spray applied coating on condenser and evaporator coils, additional .....
-ECB	**BLYGOLD Polual** spray applied coil coating, other metal epoxy primed and coated, additional .....
-SH	Cover Housing, Corrosion Resistant Type 316 stainless steel .....
-MBS	Mounting Bracket Set, stainless steel, for extra strong support of **SafetyCool** cabinets .....
-EXP	Export Crate, for rough handling, choice of sea or air crate, specify(2) .....
-RC	Remote Controls, thermostat and selector switch ..... See
-SPS	Spare Parts Kit(1) (thermostat, selector switch, run capacitor) .....
-CC	**SaveCoil 101** Dip applied and baked coating on condenser and evaporator coils, additional .....
-EC	**SaveCoil 101** Dip applied and baked coil coating, other metal epoxy primed and coated, additional .....
-CuCu	Condenser and Evaporator Coil Copper Tubes with Coper Fins for 8,400 btu thru 24,000 btu, additional ..
-CuCu	Condenser and Evaporator Coil Copper Tubes with Coper Fins for 28,000 btu and 35,000 btu, additional.

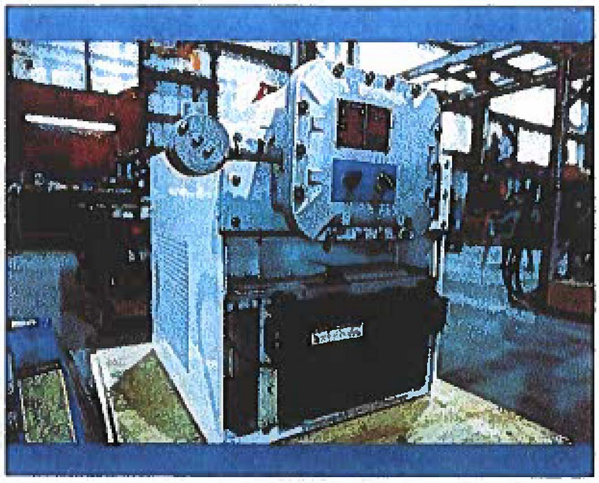
(1) Kit available for shipment with air conditioner only. Use numbers from Parts List for replacement parts ordered later.
(2) Add 35 lbs. for cardboard, 55 to 70 lbs. for air crate, or 110 to 170 lbs. for sea crate.
(3) For Group B add "/RC/IB2" to model number and add US . to price for models up through 12,000 BTUH and add US for models rated higher than 12,000 BTUH. Control box is external.

We reserve the right to modify and improve our products. Prices and specifications are subject to change!

3-YEAR LIMITED WARRANTY

SafetyCool air conditioners are warranted to be free of defects in materials and workmanship for a period of three (3) years. During the first twelve months following date of shipment Scientific Systems will repair or replace any defective component at no charge. For the next two years Scientific Systems will repair or replace any non-functional item or items for a total cost not to exceed (50) percent of the list price of an equivalent model air conditioner. Items returned for repair or replacement must be shipped to factory with freight prepaid and will be returned freight collect. This warranty applies to the original, registered customer only. Items damaged during shipment or as a result of improper handling or use are specifically excluded under this warranty.

SEE CONTINUED FOR OPTIONS AND



(Size and Location of Explosion-proof Boxes may differ from Photo)

HazardCool

Window and Thru-Wall Industrial Air Conditioners

for

Division 1

FEATURES

- For Hazardous Locations Classified per NEC Class I, Groups C and D *and* Class II, Groups F and G, **Division 1** and 2
- ***Certified components*** to U. S. and Canadian standards
- Cooling Capacities from 8,200 to 35,000 BTUH
- Built-in Thermostat Adjustable from Front Panel
- Type 316 Stainless Steel Housing *
- Slide-Out Case for Easy Access
- Full Corrosion Protection Package *
- Also Available in 50 Hertz Models

  Request Bulletin EXWI5PSS
- Three Year Limited Warranty

* = Optional

APPLICATIONS

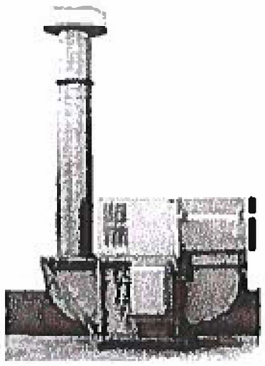
- Petroleum Production, Refining and Transport
- Chemical and Pharmaceutical Plants
- Gas Pipeline Compressor Stations
- Offshore Production Platforms
- Fuel and Chemicals Transfer Terminals
- Hazardous Material Storage Buildings
- Painting and Solvent Use Areas
- Grain Transfer and Storage
- Ordnance Plants and Armories

DESCRIPTION

HazardCool Industrial Air Conditioners are engineered for hazardous and corrosive environments. A wide range of models meet the requirements of the National Electrical Code under Class I, Groups C and D or Class II, Groups E, F, and G for *Divisions 1 and 2*. Optional epoxy finish and coil coatings protect against corrosion even in the most severe environments. The heavy duty cover housing is also available in 316 stainless steel. The blower is belt driven. Only industrial quality, U.L. recognized components are used. Wiring is fully enclosed in rigid conduit. A slide-out chassis facilitates service and maintenance. The industrial quality blower motor is U.L. listed for the intended service. Temperature and direction of supply air are adjustable from the front panel.

COOLING with PRESSURIZATION

Combining **HazardCool** Air Conditioners with **PBX 10 Series** Pressurization Blowers is a cost effective way to provide both cooling and room pressurization for compliance with NFPA 496. Where installations require greater cooling capacities and air flow, the **PBX 20 Series** is recommended. These versatile units allow the designer to meet most any combination of heat load, air flow, air filtration, and space consideration. **PBX 20 Systems** are also shipped pre-assembled, fully instrumented, and pretested.



Request Product Specification AIPR

Schedule "A"

HazardCool
Window or Thru-Wall Air Conditioners
60 Hertz

COOLING[1] ONLY, 60 Hz[2], Class I Groups C & D, Class II Group F & G[5], Divisions 1 and 2

Model	Cooling[6]	VAC	Fuse	Height[3,4]	Width[4]	Depth[3,4]	Weight[6]
						INCHES	NETLBS
HC-WACX-0753	8,400	115	20	24-1/2	25-15/16	27-3/8	210
HC-WACX-1103	11,800	115	25	24-1/2	25-15/16	27-3/8	215
HC-WACX-1203	11,900/12,100	208/230	15	24-1/2	25-15/16	27-3/8	255
HC-WACX-1803	17,300/17,500	208/230	20	26-3/4	25-15/16	27-3/8	275
HC-WACX-2403	23,500/23,500	208/230	25	26-3/4	25-15/16	27-3/8	300
HC-WACX-2753	27,700/28,000	208/230	30	28-3/4	28	33-5/8	310
HC-WACX-3503	35,700/36,000	208/230	35	28-3/4	28	33-5/8	310

OPTIONS and ACCESSORIES

-BG **BLYGOLD PoluAL** spray applied coil coating on condenser and evaporator coils, additional .....
-ECB **BLYGOLD PoluAL** spray applied coil coating, other metal epoxy primed and coated, additional .....
-SH Cover Housing, Corrosion Resistant Type 316 stainless steel .....
-MBS Mounting Bracket Set, Type 316 SS, for corrosion resistant support of **HazardCool** Air Conditioners ..
-EXP Export Crate, heavy duty, for rough handling air or sea shipment specify[8] .....
-SPH Spare Parts Kit[7] (thermostat, selector switch, relays (2), fuses, belt, run capacitor) .....
-CC **SaveCoil 31** Dip applied and baked coating on condenser and evaporator coils, additional .....
-EC **SaveCoil 31** Dip applied and baked coil coating, other metal epoxy primed and coated, additional ....
-CuCu Condenser and Evaporator Coil Copper Tubes with Coper Fins for 8,400 btu thru 24,000 btu, additional
-CuCu Condenser and Evaporator Coil Copper Tubes with Coper Fins for 28,000 btu and 35,000 btu, additions

(1) UL and FM Approved Electric Heaters with NEC Identification Numbers T1 through T3B are available as separate units for Class I, Group B, C or D and Class II, Group E, F or G. Request Product Specification EXHE1PSS.
(2) For 50 Hz models request Price List HAEX5PRL.
(3) Dimensions of explosion proof box not included. See Engineering Data Sheet.
(4) **Request certified drawings before making cutouts.** Dimensions subject to change.
(5) **All listed models are CSA certified for use under NEC Class I, Groups C and D and Class II, Groups F and G, Divisions 1 and 2.**
For Class I, Group B and Class II, Group E contact factory.
(6) Rated at 95°F (35°C) dry bulb temperature, HazardCool models are designed to also operate at higher ambients. At 120°F (49°C) the cooling capacity is reduced approximately 22 percent.
(7) Kit is available with initial air conditioner order only. Use numbers from Parts List when ordering parts at later date.
(8) Sea crate weight 195 to 230 lbs. Air crate 90 to 120 lbs.

We reserve the right to modify and improve our products. Prices and specifications are subject to change!

3-YEAR LIMITED WARRANTY

HazardCool air conditioners are warranted to be free of defects in materials and workmanship for a period of three (3) years. During the first twelve months following the date of shipment Scientific Systems will repair or replace any defective component at no charge. For the next two years Scientific Systems will repair or replace any non-functional item or items for a total cost not to exceed (50) percent of the list price of an equivalent model air conditioner. Items for repair or replacement must be shipped to factory with freight prepaid and will be returned freight collect. This warranty applies to the original, registered customer only. Items damaged during shipment or as a result of improper handling or use are specifically excluded from this warranty.

SEE CONTINUED FOR OPTIONS AND

HazardCool
Window or Thru-Wall Air Conditioners
50 Hertz

COOLING[1] ONLY, 50 Hz[2], Class I Groups C & D, Class II Group F & G[5], Divisions 1 and 2

Model	Cooling[6],[7]	VAC	Fuse	Height[3,8]	Width[3]	Depth[3,8]	Weight[4]	Price
	BTUH		AMPERES	INCHES	INCHES	INCHES	NETLBS	US$
HC-WACX-50-1234	12,000	220/240	15	24-1/2	25-15/16	27-3/8	255	
HC-WACX-50-1804	18,000	220/240	20	26-3/4	25-15/16	27-3/8	275	
HC-WACX-50-2404	24,000	220/240	25	26-3/4	25-15/16	27-3/8	275	

OPTIONS and ACCESSORIES

-BG **BLYGOLD PoluAL** spray applied coil coating on condenser and evaporator coils, additional .....
-ECB **BLYGOLD PoluAL** spray applied coil coating, other metal epoxy primed and coated, additional .....
-SH Cover Housing, Corrosion Resistant Type 316 stainless steel .....
-MBS Mounting Bracket Set, Type 316 SS, for corrosion resistant support of **HazardCool** Air Conditioners .....
-EXP Export Crate, heavy duty, for rough handling air or sea shipment specify[8] .....
-SPH Spare Parts Kit[7] (thermostat, selector switch, relays (2), fuses, belt, run capacitor) .....
-CC **SaveCoil 31** Dip applied and baked coating on condenser and evaporator coils, additional .....
-EC **SaveCoil 31** Dip applied and baked coil coating, other metal epoxy primed and coated, additional .....
-CuCu Condenser and Evaporator Coil Copper Tubes with Coper Fins for 8,400 btu thru 24,000 btu, additional ...
-CuCu Condenser and Evaporator Coil Copper Tubes with Coper Fins for 28,000 btu and 35,000 btu, additional..

(1) UL and FM Approved Electric Heaters with NEC Identification Numbers T1 through T3B are available as separate units for Class I, Group B, C or D and Class II, Group E, F or G. Request Product Specification EXHE1PSS.
(2) For 60 Hz models request Price List HAEX6PRL.
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For Class I, Group B and Class II, Group E contact factory.
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(7) Kit is available with initial air conditioner order only. Use numbers from Parts List when ordering parts at later date.
(8) Sea crate weight 195 to 230 lbs. Air crate 90 to 120 lbs.

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SEE CONTINUED FOR OPTIONS AND

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1279797

Date Filed:
03/11/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
5F Mechanical Group Inc.
Elgin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
24RFP30
Equipment replacements

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Schnautz, David	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is David Schnautz, and my date of birth is [redacted].

My address is [redacted] (street), [redacted] (city), TX (state), [redacted] (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 11 day of March (month), 2025 (year).

DocuSigned by:
[redacted]
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1279797

Date Filed:
03/11/2025

Date Acknowledged:
03/18/2025

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

5F Mechanical Group Inc.
Elgin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

24RFP30
Equipment replacements

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Schnautz, David	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **43.**

Meeting Date: 03/25/2025

Approval of Closing of RFP #25RFP20 and Re-Issuing under RFP #25RFP40 for Refrigeration Appliance Repairs and Maintenance Services for Facilities Management

Submitted For: Joy Simonton **Submitted By:** Vickie Johnson, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to formally close RFP #25RFP20 due to lack of responses, and re-solicit under RFP #25RFP40 for Refrigeration Appliance Repairs and Maintenance Services for Facilities Management.

Background

Williamson County is seeking written responses from qualified vendors to provide Refrigeration Appliance Repairs and Maintenance Services. The funding will be from various sources. Origination ID No. is 2336 and the point of contact is Dale Butler.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/19/2025 01:23 PM
County Judge Exec Asst.	Andrea Schiele	03/19/2025 10:51 PM
Form Started By: Vickie Johnson		Started On: 03/17/2025 09:44 AM
Final Approval Date: 03/19/2025		

Commissioners Court - Regular Session **44.**

Meeting Date: 03/25/2025

Berry Springs Park Improvements (P559) - CMAR-Chasco Change Order #4

Submitted For: Dale Butler **Submitted By:** Christy Matoska, Facilities Managemen

Department: Facilities Management

Agenda Category: Consent

Information

Agenda Item

Receive and acknowledge approval of Change Order No. 4 from Chasco Constructors, Ltd., LLP for the Berry Springs Park Addition Project to extend time only due to lighting materials delay and PEC, the electrical provider, which was approved by Williamson County Facilities Senior Project Manager, Angel Gomez, pursuant to the Commissioners Court's prior delegation of change order approval authority pursuant to Loc. Gov't Code Sec. 262.031.

Background

This change is for a time-only extension for the Berry Springs Park Addition. Williamson County Facilities Senior Project Manager, Angel Gomez, was delegated change order approval authority for this project on March 21st, 2023 by the Commissioners Court pursuant to Williamson County Facilities pursuant to Loc. Gov't Code Sec. 262.031. This item is to acknowledge such approval and record the same into the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Berry Springs Park P559_CO4

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Andrea Schiele	03/20/2025 10:36 AM
County Judge Exec Asst.	Andrea Schiele	03/20/2025 03:09 PM
Form Started By: Christy Matoska		Started On: 03/17/2025 02:41 PM
Final Approval Date: 03/20/2025		

CHANGE ORDER
Berry Springs Park Improvements

CHANGE ORDER NO: **#04** NTP Date: 02/23/2024
DATE OF ISSUANCE: 12/11/2024
Contractor: Chasco Constructors, Ltd. LLP
Architect/ Engineer: Halff Associates, Inc.

EXPLANATION:

1. Time extension only. Funding allocated from Line Item #32, "Work Yet to Be Procured." There will be no additional administrative costs incurred by this Change Order.

CONTRACT CHANGE:

a. Additional days attributed to ASIs lead-time delays regarding the Lithonia Lighting package and PEC, the electrical provider.

Original Contract Amount	$ 5,950,619.20
Net change by previously submitted Change Orders	$ 0.00
Contract sum prior to this Change Order was	$ 5,950,619.20
Contract Sum unchanged by this Change Order in the amount of	$ 0.00
The new Contract Sum including this Change Order will be	$ 5,950,619.20

Percentage Increase of Change Orders over Original Contract Amount
(Not to Exceed 25% per state law) 0 %

The Contract Time will be changed by 61 days
The date of Substantial Completion as of the date of this Change Order 02/10/2025

RECOMMENDED BY:

Will Cleghorn	Will Cleghorn (Mar 17, 2025 10:41 CDT)	Mar 17, 2025
Contractor's Printed Name	Signature	Date

REVIEWED BY:

James Hemenes		Mar 17, 2025
Architect/ Engineer Name	Signature	Date

ACCEPTED BY:

Angel Gomez		Mar 17, 2025
Owner's Representative	Signature	Date

Commissioners Court - Regular Session **45.**

Meeting Date: 03/25/2025

Authorize Issuing RFP #25RFP39 for Custodian Services and Sanitation Supplies for Facilities Management

Submitted For: Joy Simonton **Submitted By:** Vickie Johnson, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for Custodian Services and Sanitation Supplies under RFP #25RFP39.

Background

Williamson County is seeking written responses from qualified vendors to provide Custodian Services and Sanitation Supplies. The funding will be from 01.0100.0509.004962, the Origination ID No. is 2297 and the point of contact is Dale Butler.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/19/2025 01:21 PM
County Judge Exec Asst.	Andrea Schiele	03/19/2025 03:10 PM
Form Started By: Vickie Johnson		Started On: 03/18/2025 08:42 AM
Final Approval Date: 03/19/2025		

Commissioners Court - Regular Session **46.**

Meeting Date: 03/25/2025

Authorize Issuing RFP #25RFP41 for Roofing Repair and Services for Facilities Management

Submitted For: Joy Simonton **Submitted By:** Vickie Johnson, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for Roofing Repair and Services under RFP #25RFP41.

Background

Williamson County is seeking written responses from qualified vendors to provide Roofing Repair and Services. The funding will be from 01.0100.0509.004500, the Origination ID No. is 2297 and the point of contact is Dale Butler.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/19/2025 01:22 PM
County Judge Exec Asst.	Andrea Schiele	03/19/2025 03:18 PM
Form Started By: Vickie Johnson		Started On: 03/18/2025 08:44 AM
Final Approval Date: 03/19/2025		

Commissioners Court - Regular Session **47.**

Meeting Date: 03/25/2025

Justice Center Exterior Lighting - Allied - Change Order #1

Submitted For: Dale Butler **Submitted By:** Christy Matoska, Facilities Managemen

Department: Facilities Management

Agenda Category: Consent

Information

Agenda Item

Receive and acknowledge approval of Change Order No. 1 from Allied Electric Services, Inc. for the Justice Center Exterior Lighting Project in the amount of $10,954.85 and extend time, which was approved by Williamson County Facilities Project Manager, Daryl Mutz, pursuant to the Commissioners Court's prior delegation of change order approval authority pursuant to Loc. Gov't Code Sec. 262.031.

Background

This change order is for additional compensation and time needed due to sewer line damage found during the lighting installation with Allied Electric Services, Inc. for the Justice Center Exterior Lighting Project. Williamson County Facilities Project Manager, Daryl Mutz, was delegated change order approval authority for this project on January 23rd, 2024 by the Commissioners Court pursuant to Williamson County Facilities pursuant to Loc. Gov't Code Sec. 262.031. This item is to acknowledge such approval and record the same into the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CJC Exterior Lighting_Allied_CO1

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Andrea Schiele	03/20/2025 10:36 AM
County Judge Exec Asst.	Andrea Schiele	03/20/2025 03:10 PM
Form Started By: Christy Matoska		Started On: 03/18/2025 11:33 AM
Final Approval Date: 03/20/2025		

CHANGE ORDER
CJC Exterior Lighting Upgrades

CHANGE ORDER NO: 01 NTP Date: 01/13/2025
DATE OF ISSUANCE: 03/05/2025
Contractor: Allied Electric Services, Inc.
Architect/ Engineer: N/A

EXPLANATION:
1. Sewer Line Repair

CONTRACT CHANGE:
1. Sewer line damaged, subcontractor repairing line.

Original Contract Amount	$ 60,622.14
Net change by previously submitted Change Orders	$ 0.00
Contract sum prior to this Change Order was	$60,622.14
Contract Sum be increased by this Change Order in the amount of	$ 10,954.85
The new Contract Sum including this Change Order will be	$ 71,576.99

Percentage Increase of Change Orders over Original Contract Amount
(Not to Exceed 25% per state law) 18 %

The Contract Time will be changed by 30 days
The date of Substantial Completion as of the date of this Change Order 4/14/2025

RECOMMENDED BY:

Allied Electric Services, Inc.		Mar 17, 2025
Contractor	Signature	Date

REVIEWED BY:

N/A	N/A	
Architect/ Engineer	Signature	Date

ACCEPTED BY:

Daryl Mutz		Mar 18, 2025
County's Representative	Signature	Date

Commissioners Court - Regular Session **48.**

Meeting Date: 03/25/2025

Approval of Rental Agreement for Uniforms with Cintas for Road and Bridge Department

Submitted For: Joy Simonton **Submitted By:** Fernando Ramirez, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Master Service Agreement between Williamson County and Cintas Corporation to provide uniform rental services for the Williamson County Road and Bridge Department in the annual not-to-exceed amount of $44,442.24, pursuant to terms and pricing of Co-Op Omnia Partners Contract #001299 and authorizing the execution of the agreement.

Background

This Master Service Agreement authorizes the rental of uniforms for the Williamson County Road and Bridge Department for 12 months from the effective date. Pricing as quoted in the attached agreement.
Unless terminated sooner, the Agreement shall renew automatically for up to five (5) one-year terms with the terms and conditions remaining the same. Origination ticket #1935, the funding source is 01.0200.0210.003311 and the department point of contact is Jenifer Favreau. Cintas is publicly traded, therefore no Form 1295 is required.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement and Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/19/2025 12:09 PM
County Judge Exec Asst.	Andrea Schiele	03/19/2025 11:02 PM
Form Started By: Fernando Ramirez		Started On: 03/10/2025 11:34 AM
Final Approval Date: 03/19/2025		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

MASTER SERVICES AGREEMENT
WITH
Cintas Corporation No 2 – Coop: Omnia Partners Contract# 001299

Important Notice: County Purchase Orders and Agreements constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, and the Texas Health & Safety Code.

THIS MASTER SERVICES AGREEMENT is made and entered into by and between **Williamson County, Texas (hereinafter "The County")**, a political subdivision of the State of Texas, acting herein by and through its governing body, and **Cintas Corporation No 2** (hereinafter "Service Provider"). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The services include but are not limited to the services and work described in the attached Proposal being marked as Exhibit "A," which Incorporates Coop Omnia Partners Contract# 001299, to the extent the Quote meets or exceeds the requirements of County's solicitation, if applicable.

Should the County choose to add services in addition to those described in Exhibit "A", such additional services shall be described in a separate written amendment to this Agreement wherein the additional services shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional services. Service Provider shall not begin any additional services and the County shall not be obligated to pay for any additional services unless a written amendment to this Agreement has been signed by both parties.

Service Provider represents that Service Provider (including Service Provider's agents, employees, volunteers, and subcontractors, as applicable) possess all certifications, licenses, inspections, and permits required by law to carry out the services and work described in Exhibit "A." The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure.

II.

Effective Date and Term: This Agreement shall be in full force and effect when signed by all parties and shall continue for 12 months from effective date. Unless terminated sooner pursuant to paragraph IX below, the Agreement shall renew automatically for up to five (5) one-year terms with the terms and conditions remaining the same. If applicable, at the end of the agreement term, Williamson County Commissioners Court reserves the right to renew the agreement for additional fiscal years, by mutual agreement of both parties, as it deems to be in the best interest of Williamson County.

III.

Consideration and Compensation: Service Provider will be compensated based as set forth pursuant to pricing in **Omnia Partners Contract# 001299**. Any changes must be made by a change order or amendment and approved by the Williamson County Commissioners Court. **The not-to-exceed amount shall be Forty-Four Thousand, Four Hundred Forty-two and Twenty-Four cents. ($44,442.24.) per fiscal year.**

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the Agreement; (2) the date the performance of the service under the Agreement is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The 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 The 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.

IV.

Entire Agreement & Incorporated Documents: This Master Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Master Agreement include the following:

A. As described in the attached Proposal, and being marked Exhibit "A," being the Workplace Solutions Cooperative Acceptance Agreement which is incorporated herein;

B. Omnia Partners Contract# 001299, including mandatory customer terms and

C. Any Amendments agreed to by both parties.

In the event a dispute arises between terms and conditions of: (1) this Williamson County Master Services Agreement; (2) Omnia Partners Contract# 001299, including mandatory customer terms; and (3) Service Provider's General Terms, applicable documents will be referred to for the purpose of Clarification or for additional detail in the following order of precedence: (1) this Williamson County Master Services Agreement; (2) Omnia Partners Contract# 001299, including mandatory customer terms; and (3) Service Provider's General Terms.

V.

No Agency Relationship: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this Agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this Agreement.

VI.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME RESPONSIBILITY FOR ANY CLAIM ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, WHICH OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK BUT ONLY TO THE EXTENT SUCH CLAIM IS CAUSED BY SERVICE PROVIDER'S NEGLIGENT ACTS. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS

(COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, BUT ONLY TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, OR ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VII.

No Waiver of Sovereign Immunity or Powers: Nothing in this Agreement will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

VIII.

Compliance with All Laws: Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

IX.

Termination: This Agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

X.

Venue and Applicable Law: Venue of this Agreement shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions. The parties expressly understand that Williamson County does not consent to waiver of right to trial by jury or changes to any statute of limitations and does not agree to arbitration. Any dispute arising under this agreement shall be determined on an individual basis, shall be considered unique as to its facts, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party.

XI.

Severability: In case any 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 in this Agreement and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XII.

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

XII.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XIV.

Texas Law Applicable to Indemnification: All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the County's rights.

XV.

No Assignment: Service Provider may not assign this Agreement.

XVII.

County Judge or Presiding Officer Authorized to Sign Master Agreement: The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this Agreement on behalf of The County.

WITNESS that this Agreement shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:	**Cintas Corporation No 2:**
_____	Virginia Schabbing
Authorized Signature	Authorized Signature
_____	Virginia Schabbing
Printed Name	Printed Name
Date: _____ ____, 2025	Date: March 6 , 2025

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Mar 10 2025 Time: 10:40 am

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Mar 10 2025 Time: 6:55 am

Exhibit "A"

Workplace Solutions
Cooperative Acceptance Agreement

CINTAS READY FOR THE WORKDAY

Location #: 86- Austin
Contract #: [redacted]
Customer #:
Main Corporate Code → **Omnia Nebraska Rental/FS MLA CC OMNIA Partners #001299**

Date:
Customer/Participating Agency: Williamson County R&B Georgetown ("Customer") Phone: 512-943-3330
Address: 3151 SE. Inner Loop Ste. B. City: Georgetown State: Tx Zip: 78626

UNIFORM PRODUCT RENTAL PRICING:

ITEM #	DESCRIPTION	STANDARD ITEM	UNIT PRICE	LOSS/DAMAGE REPLACE. VALUE
270	Cargo Pants	☑ Yes ☐ No	0.397	
330	Uniform Shirt	☑ Yes ☐ No	0.257	
912	Cintas Classic coverall	☑ Yes ☐ No	0.309	
945	Work Pant	☑ Yes ☐ No	0.228	
935	UNF SHIRT/CHAR COMFORT	☑ Yes ☐ No	0.204	
		☐ Yes ☐ No		

Space for additional entries provided on page 5

This Workplace Solutions Cooperative Acceptance Agreement (this "Acceptance Agreement") is effective as of the date of execution for a term of 60 months from the date of installation or renewal (the "Term").				
Standard Name Emblem	$ 3.00 ea	Standard Agency Emblem	$ 4.50	ea
Custom Agency Emblem	$ 6.00 ea	Embroidery	$ 7.00	ea
Uniform Advantage	Item: X2		$ 0.012	ea per week
Premium Uniform Advantage	Item:		$	ea per week
Emblem Advantage	Item:		$	ea per week
Prep Advantage	Item:		$	ea per week
Minimum Charge	$35 per delivery or 50% of initial invoice (the greater of the two).			
Make-Up Charge	$ 2.50 per garment			
Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium			$ 0.15	per garment
Under no circumstances will Cintas accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.				
Artwork Charge for Logo Mat	$ 150.00			
Payment Terms: Net 30				
Size Change	Customer agrees to have employees measured by a Cintas representative using garment "size samples" or Cintas TruFit. A charge of $ 15.00 per garment will be assessed for employee's size changed within 4 weeks of installation.			
Other	2% 15 Net 30			

WORKPLACE SERVICES PRODUCTS PRICING:

ITEM #	DESCRIPTION	RENTAL FREQ.	INVENTORY	UNIT PRICE
2160	SM SHOP TWL-RED-	1	350	0.132
2191	FENDER COVER/34X57RED-	1	20	0.336
84335	3X5 BLACK MAT	1	2	4.700

Space for additional entries provided on page 5

Automatic Lost Replacement Charge	Item: 2160	% of inventory 7%	$ 0.492	ea
Automatic Lost Replacement Charge	Item:	% of inventory	$	ea

	CHECKBOX	INITIALS	DATE
Initial and check box if Unilease. All Garments will be cleaned by customer.	☐		
Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control.	☐		
Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments direct embroidery for any reason, or terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values. (See Section 6 of Cintas General Service Terms Section).	☐		

Cintas Representative Initials: Customer Initials:

PLEASE READ THESE TERMS CAREFULLY. BY SIGNING THIS ACCEPTANCE AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY, THESE TERMS.

OMNIA PARTICIPATING PUBLIC AGENCIES TERMS

1. **Participating Public Agencies:** Cintas Corporation No. 2 ("Cintas") agrees to extend the same terms, conditions, and covenants agreed to under the OMNIA Vendor Agreement executed between Cintas and University of Nebraska (the "Master Agreement") to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each Participating Public Agency will be exclusively responsible and deal directly with Cintas on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. By executing this Acceptance Agreement, the Customer identified on Page 1 herein agrees to be bound by the terms and conditions set forth in the Master Agreement as a Participating Public Agency and the terms and conditions set forth in this Acceptance Agreement. Master Agreement available at https://www.omniapartners.com/publicsector.
2. **Dispute Resolution – Arbitration and Class Waiver:** This provision shall take precedence over and supersede any contrary or conflicting provision in the Master Agreement.
   a. **Arbitration Notice:** Customer agrees to the maximum extent permitted by law that any dispute, controversy, or claim arising out of or relating to this Acceptance Agreement (including its enforcement, performance, breach, arbitrability, or interpretation) or to the products or services provided hereunder will be submitted to and resolved by final and binding individual arbitration. ARBITRATION MEANS THAT AN ARBITRATOR, AND NOT A JUDGE OR A JURY, WILL DECIDE THE DISPUTE, CONTROVERSY, OR CLAIM. BY ACCEPTING THESE TERMS, YOU AND CINTAS ARE EACH EXPRESSLY WAIVING THE RIGHT TO A TRIAL BY JURY AND TO PURSUE OR PARTICIPATE IN ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE CLAIMS OR PROCEEDINGS EITHER IN ARBITRATION OR IN ANY COURT. To the extent a class or collective action or representative claim or proceeding may not be waived, you agree to stay any such actions, claims, and proceedings until after all actions, claims, and proceedings subject to arbitration are fully resolved.
   b. **Arbitration Procedures:** Any arbitration between Customer and Cintas will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Acceptance Agreement, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Cintas. Any arbitration hearings will take place in the state in which Customer is located; provided, however, that if the claim is for $10,000 or less, Customer may choose for the arbitration instead to conducted: (i) solely on the basis of documents submitted to the arbitrator; or (ii) through a telephonic hearing. The arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.
   c. **Fees:** Arbitration fees will be assessed consistent with the AAA Rules.
   d. **No Class Actions in Arbitration or in Any Court, No Jury Trial:** CUSTOMER AND CINTAS AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITIES AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, WHETHER IN ARBITRATION OR IN ANY COURT. FURTHER, UNLESS BOTH CUSTOMER AND CINTAS AGREE OTHERWISE, AN ARBITRATOR OR JUDGE MAY NOT CONSOLIDATE MORE THAN ONE PARTICIPATING PUBLIC AGENCY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.

      FOR THE AVOIDANCE OF DOUBT, CUSTOMER AND CINTAS AGREE TO RESOLVE ANY DISPUTE ON AN INDIVIDUAL, NON-REPRESENTATIVE, NON-CLASS BASIS IN ARBITRATION, BUT IF FOR ANY REASON SUCH DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO HAVE THE DISPUTE PROCEED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY WHATSOEVER. IF THE DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY.
   e. **Enforceability:** If the requirement to submit any and all disputes, controversies, and claims to binding arbitration is found to be unenforceable or contrary to applicable law, the dispute, controversy or claim will be resolved in accordance with, and governed by, the laws of the State in which the Participating Public Agency exists.
   f. **Severability:** If any section or provision of this ¶ 2, Dispute Resolution – Arbitration and Class Waiver, is found to be unenforceable or invalid, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions of the parties, and the remainder will be given full force and effect.
3. **Dispute Resolution – Timing of invoice challenges:** Requests for an invoice adjustment or challenges to invoice amounts must be received by Cintas within 60 days of Customer's receipt of the contested invoice, or any billing dispute is waived. Notification to Cintas of a request for an invoice adjustment must be made in writing and must include the invoice number, disputed amount, and the reason for the disputed charge.
4. In the event of any conflict between this Acceptance Agreement and the Master Agreement, the Master Agreement shall prevail, except to the extent this Acceptance Agreement specifically provides that it is superseding a provision in the Master Agreement.

CINTAS GENERAL SERVICE TERMS SECTION

1. **Prices:** Customer agrees to rent from Cintas, and Cintas agrees to provide to Customer, all of Customer's requirements for uniform rental products and services at the prices listed in the Master Agreement, including annual price adjustments. An amendment to this Acceptance Agreement is not required when pricing in the Master Agreement is updated and adjusted. There will be a minimum charge of thirty-five dollars ($35.00) or 50% of initial invoice (whichever is greater) per delivery (the "Minimum Stop Charge") for each Customer location required to purchase its rental services from Cintas as set forth in this Acceptance Agreement. The Minimum Stop Charge shall supersede any conflicting or different term in the Master Agreement.
2. **Buyback of Non-Standard Garments:** Customer has ordered from Company a garment rental service requiring garments that may not be standard to Company's normal rental product line or include direct embroidery or an unusual emblem placement. Non-standard items will also include standard garments that have been embroidered. Those non-standard products will be designated as such under Garment Description in the Uniform Product Rental Pricing Chart(s). In the event the Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement in whole or in part for any reason, the Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
3. **Garments' Lack of Flame Retardant or Acid Resistant Features:** Unless specified otherwise in writing by Cintas, the garments supplied under this Acceptance Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Cintas upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Acceptance Agreement require flame retardant or acid resistant clothing.
4. **Logo Mats:** In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that Cintas has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.
5. **Adding Employees:** Additional employees and merchandise may be added to this Acceptance Agreement at any time upon written or oral request by the Customer to Cintas. Any such additional employees or merchandise shall automatically become a part of and subject to the terms of this Acceptance Agreement. If such employees are employed at a Customer location that is then participating under this Acceptance Agreement, the Customer shall pay Cintas the one-time preparation fee indicated on the Master Agreement and / or outlined above. Customer shall not pay Cintas any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
6. **Emblem Guarantee:** If Customer has requested that Cintas supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"), Cintas will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.

   In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that Cintas allocated to Customer at the price indicated on the Master Agreement and / or outlined above of this Acceptance Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Cintas and Customer and noted on the Master Agreement and / or outlined above.
7. **Terminating Employees:** Subject to the provisions of this Acceptance Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to Cintas but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Cintas.
8. **Replacement:** In the event any merchandise is lost, stolen or is not returned to Cintas, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said merchandise at the then current Loss/Damage Replacement Values.
9. **Additional Customer Locations:** Notwithstanding anything to the contrary contained herein, there will be a minimum term equal to the greater of thirty-six (36) months or the remainder of the Term for any individual Customer location added after the date of this Acceptance Agreement.

Cintas Representative Initials: VS Customer Initials: _____

10. **Additional Items:** Additional Customer employees, products and services may be added to this Acceptance Agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this Acceptance Agreement is terminated early for convenience, the parties agree that the damages sustained by Cintas will be substantial and difficult to ascertain. Therefore, if this Acceptance Agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Cintas for non-payment by Customer at any time Customer will pay to Cintas, as termination charges and not as a penalty based upon the following schedule:
    - If this Acceptance Agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 52 weeks of rental service.
    - If this Acceptance Agreement is cancelled for convenience in months thirteen (13) through twenty-four (24) of the term, Customer shall pay as termination charges equal to thirty-nine (39) weeks of rental service.
    - If this Acceptance Agreement is cancelled for convenience in months twenty-five (25) through thirty-six (36) of the term, Customer shall pay as termination charges equal to twenty-six (26) weeks of rental service.
    - If this Acceptance Agreement is cancelled for convenience after forty-eight (48) months of service, Customer shall pay as termination charges of thirteen (13) weeks of rental service.
    - Customer shall also be responsible to return all of the merchandise allocated to such Customer locations terminating this Acceptance Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.
11. **No Federal Contractor:** As a material condition of this Agreement, Customer represents and warrants that: (a) this Agreement is not federally funded; (b) this Agreement does not constitute, and is not entered into to support a federal government contract, subcontract or third party contract; (c) Cintas does not hereby become a subrecipient, subgrantee, project participant, or third party contractor or subcontractor in relation to any contract with the federal government; and (d) by entering this Agreement, Cintas does not become obligated to comply with federal regulations or federal laws (including specifically the Service Contact Act), whether by virtue of such obligation flowing down from a contract between Customer and any third party, by virtue of federal funding being used in relation to this project, or otherwise. In the event that any of the foregoing is or becomes untrue, Cintas shall have the option to unilaterally terminate this Agreement.
12. **Prevailing Wage/Living Wage:** Customer represents and warrants that this agreement is not subject to laws pertaining to prevailing wages, living wages, or other wage and/or benefit requirements established by law ("Wage Statutes"). Customer agrees and acknowledges that it will not attempt to enforce any Wage Statutes in relation to this agreement and Customer hereby waives and releases Cintas from any and all fines, penalties, interest, or other costs, expenses, or charges of any type imposed by any federal, state, or local authority in relation to Cintas's failure to satisfy any such Wage Statute in relation to agreement.
13. **Customer Type:** Customer must select the appropriate response below:
    Is Customer a United States federal government agency or instrumentality?

    ☑ Yes ☐ No

    (If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
14. **Customer Funding Source:** Customer must select the appropriate response below:
    Will Customer pay for the goods and services ordered under this Acceptance Agreement with any United States government funds?

    ☐ Yes ☑ No

    (If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
15. **Additional Terms:** Customer must select the appropriate response below:
    Does Customer require any additional terms and conditions to be incorporated into this Acceptance Agreement, or is Customer accepting the Agreement without additional terms?

    ☐ Yes, additional terms required
    ☑ No additional terms needed

    (If Yes, Customer must provide any applicable additional terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
16. I authorize Cintas to verify my credit on Credit.net and/or by contacting the parties provided. I am authorized to sign on behalf of this company. In addition, I authorize Cintas to open a new account on behalf of the company and deliver the products or services listed above at the agreed upon pricing and delivery terms.

Cintas Location #: 86	Customer Signature: Virginia Schabbing
By: Navi Correa	Print Name:
Title: Key Account Manager	Print Title:
Accepted-GM:	Email:
Cintas Enterprise Account: ☑ Yes ☐ No	Customer Contact: Mary Blank
Cintas Enterprise Partner Name: Virginia Schabbing	Customer Contact Email: MARY.BLANK@WILCO.ORG

Cintas Representative Initials: VS Customer Initials:

Accounts Payable Contact Billing Information

How should the Business Name read on the invoice? Williamson County R&B Georgetown

Do you have other sites/locations within your company that are set up for billing with Cintas? ☐ YES ☐ NO ☑ UNSURE

Are you Tax Exempt? ☑ YES ☐ NO If Yes, where can I get a copy of your tax-exempt form?

PAYER INFORMATION: This section covers the address where the person who pays the bills is and their contact information.

Account Payable Contact Name: Mary Blank

Account Payable Contact Phone #: 512-943-3330

Account Payable Email: MARY.BLANK@WILCO.ORG

Payer Street Address: 3151 SE. Inner Loop Ste. B.

City: Georgetown ST/PROV: Tx ZIP/PC: 78626

We will use the Payer address above as the address that is used for credit reference/credit check if it is different from service address.

BILL-TO INFORMATION: This section covers **where the bill will be mailed/sent to.**

☑ **Same as Payer** OR ☐ **Same as Sold-To**

Bill-To Street Address: 3151 SE. Inner Loop Ste. B.

City: Georgetown ST/PROV: Tx ZIP/PC: 78626

WE CAN CUSTOMIZE HOW YOU RECEIVE YOUR BILL FOR PAYMENT PROCESSING

Invoice Delivery (choose one): ☑ **Leave at Site and Email** ☐ **Email Only** ☐ **Physically Mail** ☐ **Leave at site after service**

Do invoices require a purchase order? ☐ **YES** ☐ **NO** **If yes,** please provide PO#

Will the same PO need to appear on each invoice? ☐ **YES** ☐ **NO** Is there an expiration date?

PAYMENT TERMS: Net 30 Standard

PAYMENT OPTIONS

☐ **Check**

☑ **ACH/EFT** - We will have our ACH/EFT team contact the AP contact above with ACH/EFT payment details

☐ **Credit Card** - We will have our Payment Center contact the AP Contact above for credit card details

Unless noted below, your AP contact above will be automatically registered to manage your Cintas account online with myCintas Billing. myCintas allows you to conveniently access your account anytime using your computer, tablet, or mobile device!

Do not send information about Online Bill Pay (US Only)

Cintas Representative Initials: VS Customer Initials:

UNIFORM PRODUCT RENTAL PRICING (cont.):

Continued from page 1

ITEM #	DESCRIPTION	STANDARD ITEM	UNIT PRICE	LOSS/DAMAGE REPLACE. VALUE
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		

WORKPLACE SERVICES PRODUCTS PRICING (cont.):

Continued from page 1

ITEM #	DESCRIPTION	RENTAL FREQ.	INVENTORY	UNIT PRICE

Cintas Representative Initials: VS Customer Initials: _____

LOCATION LISTING

[redacted] WILLIAMSON COUNTY FLEET SERVICES
3151 SE INNER LOOP STE B GEORGETOWN TX 78626-6343

[redacted] WILLIAMSON COUNTY FLEET SERVICES
3151 SE INNER LOOP STE B GEORGETOWN TX 78626-6343

Commissioners Court - Regular Session **49.**

Meeting Date: 03/25/2025

Joe Bland 24IFB32 CO 1 CR 200

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Change Order No 1 to contract number 24IFB32 for Joe Bland Construction in the amount of $13,499.83 for CR 200 HMAC Widening from Lackey Creek to CR 203. Funding source: P641.

Background

This Change Order is a balancing Change Order. All work hs been completed. The original contract amount was $1,058,999.75. With the addition of this Change Order in the amount of $13,499.83, the final contract amount will be $1,072,499.58.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Joe Bland 24IFB32 CO 1 CR 200

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/12/2025 04:09 PM
Form Started By: Vicky Edwards		Started On: 03/11/2025 10:32 AM
Final Approval Date: 03/12/2025		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

Contract Award Date:	4/9/2024
Project Number:	24IFB32
Funding Source:	
Roadway:	CR200

Contractor: Joe Bland Construction L.P. — NTP Required: ☐ Yes ☑ No

Project Name: CR 200 Widening

Change Order Work Limits: Sta. _____ to Sta. _____

Type of Change(on federal-aid non-exempt projects): NA (Major/Minor)

Reasons: 2E (3 Max. - In order of importance - Primary first)

Describe the work being revised:

Miscellaneous Changes In Site Conditions

Work to be performed in accordance with Items: _____

New or revised plan sheet(s) are attached and numbered: _____

New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No

New Special Provisions to Item N/A No. N/A. Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 3/5/2025

By Andrew Batten

Typed/Printed Name Andrew Batten

Typed/Printed Title Project Manager

The following information must be provided

Time Ext. #: N/A Days added on this CO: 0

Amount reduced by this change order: $13,499.83

Original Contract Amount: $1,058,999.75

Total Change Orders To-Date: 1

Percent Change in Original Contract: 1.27%

RECOMMENDED FOR EXECUTION:

3/10/25

Williamson County Construction Staff Date

Matt Wilson 3-10-25

Director of Road and Bridge Date

RECOMMENDED FOR EXECUTION:

3/10/25

Department of Infrastructure
Williamson County Date

APPROVED:

3rd Party Signature Date

Presiding Officer of the
Williamson County Commissioners Court Date

WILLIAMSON COUNTY, TEXAS

Change Order 1 *Project #* 24IFB32

TABLE B: Contract Items

			ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)		NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
100-6002	PREPARING ROW	STA	$1,050.00	93.00	$97,650.00	0.00	93.00	$97,650.00	$0.00
112-6004	SUBGRADE WIDENING (ORD COMP)	SY	$7.50	8,075.00	$60,562.50	249.30	8,324.30	$62,432.25	$1,869.75
132-6001	EMBANKMENT (FINAL)(ORD COMP)(TY A)	CY	$216.00	21.00	$4,536.00	0.00	21.00	$4,536.00	$0.00
160-6003	FURNISHING AND PLACING TOPSOIL (4")	SY	$4.00	6,057.00	$24,228.00	4,639.00	10,696.00	$42,784.00	$18,556.00
164-6033	DRILL SEEDING (PERM)(RURAL)(SANDY)	SY	$0.40	6,057.00	$2,422.80	4,639.00	10,696.00	$4,278.40	$1,855.60
166-6001	FERTILIZER	AC	$2,672.00	1.26	$3,366.72	0.94	2.20	$5,878.40	$2,511.68
168-6001	VEGETATIVE WATERING	MG	$29.00	751.00	$21,779.00	(614.90)	136.10	$3,946.90	($17,832.10)
340-6011	D-GR HMA(SQ) TY-B PG64-22	TON	$162.50	2,665.00	$433,062.50	205.75	2,870.76	$466,498.50	$33,436.00
340-6122	D-GR HMA(SQ) TY-D PG70-22	TON	$253.00	889.00	$224,917.00	0.00	889.00	$224,917.00	$0.00
340-6272	TACK COAT	GAL	$4.50	1,454.00	$6,543.00	0.00	1,454.00	$6,543.00	$0.00
500-6001	MOBILIZATION	LS	$95,837.33	1.00	$95,837.33	0.00	1.00	$95,837.33	$0.00
502-6001	BARRICADES,SIGNS AND TRAFFIC HANDLING	MO	$9,901.00	2.00	$19,802.00	0.00	2.00	$19,802.00	$0.00
506-6003	ROCK FILTER DAMS (INSTALL) (TY 3)	LF	$115.00	230.00	$26,450.00	0.00	230.00	$26,450.00	$0.00
666-6174	REFL PAV MRK TY II (W) 6" (SLD)	LF	$0.30	19,382.00	$5,814.60	(1,552.00)	17,830.00	$5,349.00	($465.60)
666-6210	REFL PAV MRK TY II (Y) 6" (SLD)	LF	$0.30	19,899.00	$5,969.70	(1,243.00)	18,656.00	$5,596.80	($372.90)
666-6308	RE PM W/RET REQ TY I (W)6"(SLD)(090MIL)	LF	$0.60	19,382.00	$11,629.20	(19,382.00)	0.00	$0.00	($11,629.20)
666-6320	RE PM W/RET REQ TY I (Y)6"(SLD)(090MIL)	LF	$0.60	19,899.00	$11,939.40	(19,899.00)	0.00	$0.00	($11,939.40)
672-6009	REFL PV MRKR TY II-AA	EA	$10.00	249.00	$2,490.00	(249.00)	0.00	$0.00	($2,490.00)
Approved Change Order									
					$1,058,999.75		0.00	$1,072,499.58	$13,499.83

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Commissioners Court - Regular Session **50.**

Meeting Date: 03/25/2025

Cobb Fendley 1811-273 R&B WA6 SA4 Utility Coordination for CR 201

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 4 to Work Authorization No 6 under Williamson County Contract between Cobb, Fendley & Associates, Inc. and Williamson County dated July 16, 2019 for Utility Coordination/SUE for CR 201 From Umbrella Sky to CR 200. Funding source: P499

Background

This supplemental is to increase the maximum amount payable to $239,401.50.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Cobb Fendley 1811-273 R&B WA6 SA4 Utility Coordination for CR 201

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	03/12/2025 09:52 AM
County Judge Exec Asst.	Andrea Schiele	03/12/2025 04:10 PM
Form Started By: Vicky Edwards		Started On: 03/11/2025 03:08 PM
Final Approval Date: 03/12/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. 4
TO
WORK AUTHORIZATION NO. 6

WILLIAMSON COUNTY CORRIDOR PROJECT:
Utility Coordination/SUE for CR 201 From Umbrella Sky to CR 200

This Supplemental Work Authorization No. 4 to Work Authorization No. 6 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated July 16, 2019 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Cobb, Fendley & Associates, Inc. (the "Firm").

WHEREAS, the County and the Engineer executed Work Authorization No. 6 dated effective November 03, 2021 (the "Work Authorization");

WHEREAS, pursuant to the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Work Authorization shall be amended, changed and modified as follows:

I. The maximum amount payable for services under the Work Authorization is hereby increased from $156,701.50 to $239,401.50.
II. Supplemental scope of services is attached hereto as Attachment "B" (must be attached).
III. Supplemental fee is attached hereto as Attachment "D" (must be attached)

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Supplemental Work Authorization. Firm understands and agrees that County's payment of amounts under this Supplemental Work Authorization 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 the Supplemental Work Authorization. It is further understood and agreed by Firm that County shall have the right to terminate this Supplemental Work Authorization at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Firm.

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

This Supplemental Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

IN WITNESS WHEREOF, the County and the Engineer have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.

FIRM:	**WILLIMASON COUNTY:**
By: Sandra G Khoury	By: _____
	Signature
Sandra G. Khoury, P.E.	_____
Printed Name	Printed Name
Executive Vice President	_____
Title	Title
March 7, 2025	_____
Date	Date

ATTACHMENT B

SERVICES TO BE PROVIDED BY ENGINEER

Scope of Services provided by Cobb, Fendley & Associates, Inc. (the Utility Coordinator), involves utility coordination and engineering services in Williamson County, Texas, (the County) for Williamson County Road and Bridge as described below:

This scope includes the following major tasks:

1. SUBSURFACE UTILITY ENGINEERING (SUE)

4. SUBSURFACE UTILITY ENGINEERING.

Subsurface Utility Engineering services includes utility investigations subsurface and above ground prepared in accordance with AASHTO standards and Utility Quality Levels as defined in the Utilities Section of the Design Criteria Manual.

Based on the review of existing utilities and proposed roadway design, bridge design, drainage design, and other potential conflicts for utilities, the Utility Coordinator will recommend required test holes after completion of 60% conflict assessment. The Utility Coordinator will coordinate with the appropriate Utility Owner to utilize internal work forces to perform required test holes for verification of its facilities.

If requested, the Utility Coordinator will coordinate with the County and/or its Designated Representative to provide the required test holes. A sketch of the area to be included for the proposed test hole locations “Level A” will be provided prior to the start of the work and must be approved by the County and/or its Designated Representative. The County or its Designated Representative will provide comments or approval of test hole plan within five (5) business days.

4.1. Subsurface Utility Designate Service (Quality Level B) up to 5,000 LF. Designate means to indicate the horizontal location of underground utilities by the application and interpretation of appropriate non-destructive surface geophysical techniques and reference to established survey control. Quality Level B is inclusive of Quality Levels C and D. The Utility Coordinator shall:

4.1.1. As requested by the County, compile "As Built" information from plans, plats and other location data as provided by the utility owners.

4.1.2. Coordinate with utility owner when utility owner's policy is to designate their own facilities at no cost for preliminary survey purposes. The Utility Coordinator will examine utility owner's work to ensure accuracy and completeness.

4.1.3. Designate, record and mark the horizontal location of the existing utility facilities and their service laterals to existing buildings using non-destructive surface geophysical techniques. No storm sewer facilities are to be designated unless authorized by the County. A non-water base paint, utilizing the APWA color code scheme, must be used on all surface markings of underground utilities.

4.1.4. Correlate utility owner records with designating data and resolve discrepancies using professional judgment. A color-coded composite utility facility plan with utility owner names, quality levels, line sizes and subsurface utility locate (test hole) locations, if applicable will be prepared and delivered to the County or its Designated Representative. It is understood by both the Utility Coordinator and the County that the line sizes of designated utility facilities detailed on the deliverable are from the best available records and that an actual line size is normally determined from a test hole vacuum excavation. A note must be placed on the designate deliverable only that states "lines sizes are from best available records". All above ground appurtenance locations must be included in the deliverable to the County. This information will be provided in OpenRoads Designer or other applicable County/County's Design Consultant CADD system. The electronic file will be uploaded to Project Wise. A hard copy is required and must be sealed and dated by the Utility Coordinator. When requested by the County or its Designated Representative, the designated utility information must be over laid on the County design plans.

4.1.5. Determine and inform the County of the approximate utility depths at critical locations as determined by the County or its Designated Representative. This depth indication is understood by both the Utility Coordinator and the County and its Designated Representative to be approximate only.

4.1.6. Clearly identify all utilities that were discovered from quality levels C and D investigation but cannot be depicted in quality level B standards. These utilities must have a unique line style and symbology in the designate (Quality Level B) deliverable.

4.2. Subsurface Utility Locate Service (Quality Level A) up to 20 Test Holes. Locate means to obtain precise horizontal and vertical position, material type, condition, size and other data that may be obtainable about the utility facility and its surrounding environment through exposure by nondestructive excavation techniques that ensures the integrity of the utility facility. All test holes will be tied to project survey control provided by the County or its Designated Representative.

Subsurface Utility Locate (Test Hole) Services (Quality Level A) are inclusive of Quality Levels B, C, and D. The Utility Coordinator shall:

4.2.1. Review requested test hole locations and advise the County and/or its Designated Representative in the development of an appropriate locate (test hole) work plan relative to the existing utility infrastructure and proposed highway design elements.

4.2.2. Coordinate with utility owner inspectors as may be required by law or utility owner policy

4.2.3. Neatly cut and remove existing pavement material, such that the cut not exceed 1 square foot unless unusual circumstances exist.

4.2.4. Measure and record the following data, as required, on an appropriately formatted test hole data sheet and upload to design project folder in ProjectWise.

4.2.4.1. Elevation of top and/or bottom of utility tied to the datum of the furnished plan.

4.2.4.2. Identify a minimum of two benchmarks utilized. Elevations shall be within an accuracy of 0.05 feet of utilized benchmarks.

4.2.4.3. Elevation of existing grade over utility at test hole location.

4.2.4.4. Horizontal location referenced to project coordinate datum.

4.2.4.5. Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems.

4.2.4.6. Utility facility material(s).

4.2.4.7. Utility facility condition.

4.2.4.8. Pavement thickness and type

4.2.4.9. Coating/Wrapping information and condition.

4.2.4.10. Unusual circumstances or field conditions.

4.2.4.11. Excavate test holes in such a manner as to prevent any damage to wrappings, coatings, cathodic protection or other protective coverings and features.

4.2.5. Be responsible for any damage to the utility during the locating process. In the event of damage, the Utility Coordinator shall stop work, notify the appropriate utility facility owner, the County, Designated Representative and appropriate regulatory agencies. The regulatory agencies include but are not limited to the Texas Railroad Commission and the Texas Commission on Environmental Quality. The Utility Coordinator will not resume work until the utility facility owner has determined the corrective action to be taken. The Utility Coordinator shall be liable for all costs involved in the repair or replacement of the utility facility.

4.2.6. Backfill all excavations with appropriate material, compact backfill by mechanical means and restore pavement and surface material. The Utility Coordinator shall be responsible for the integrity of the backfill and surface restoration for a period of three (3) years.

4.2.7. Provide complete restoration of work site and landscape to equal or better condition than before excavation. If a work site and landscape is not appropriately restored, the Utility Coordinator shall return to correct the condition at no extra charge to the County.

4.2.8. Plot utility location position information to scale and provide an updated Utility Layout. This information will be provided in PDF, OpenRoads Designer or other CADD System format used by the County.

Cobb, Fendley Associates, Inc.
Utility Coordination Engineering

ATTACHMENT D
FEE SCHEDULE

Work Authorization No. 6
Supplemental Work Authorization No. 4
Williamson County Road Bridge
CR 201

Utility Coordination & Engineering Services

Description of Work Task	Senior Project Manager	Senior Engineer	Project Engineer III	Project Engineer II	Project Engineer I	Senior Utility Specialist	Utility Specialist	Senior Technician	Technician III	Technician II	Technician I	Right-of-Way Project Manager	Right-of-Way Agent	Registered Professional Land Surveyor	2-Person Field Services Crew	1-Person Field Services Crew	Two-Man Designating Crew (4 hr min)	One-Man Designating Crew (4 hr min)	Vacuum Ex Truck w/ 2 Techs (Vac 3000 & 4000) (4 hr min)	Vacuum Ex Truck w/ 2 Techs (Vac 6000) (4 hr min)	Ground Penetrating Radar w/ 1 Tech (4 hr min)	Administrative	Clerical	Total Hours	Total Cost
	$235.00	$195.00	$170.00	$150.00	$125.00	$155.00	$125.00	$145.00	$125.00	$115.00	$95.00	$235.00	$140.00	$170.00	$145.00	$120.00	$170.00	$110.00	$295.00	$315.00	$260.00	$105.00	$80.00		
Quality Level B (Up to 5,000 LF)	8	0	0	0	0	9	0	60	20	20	0	0	0	0	65	0	30	0	0	0	0	0	0	**212**	$ 31,300.00
Quality Level A (Up to 20 Test Holes)	13	0	0	0	0	13	0	40	1	0	0	0	0	0	50	0	0	0	0	80	0	1	0	**198**	$ 43,550.00
Total Hours	**21**	**0**	**0**	**0**	**0**	**22**	**0**	**100**	**21**	**20**	**0**	**0**	**0**	**0**	**115**	**0**	**30**	**0**	**0**	**80**	**0**	**1**	**0**	**410**	
Cost	$4,935	$0	$0	$0	$0	$3,410	$0	$14,500	$2,625	$2,300	$0	$0	$0	$0	$16,675	$0	$5,100	$0	$0	$25,200	$0	$105	$0		**$ 74,850.00**

Other Direct Expenses

			CobbFendley	
Description	**Unit Cost**	**Units**	**Quantity**	**Total**
In-House Reproduction:				
Copies (up to 11"x17")	$ 0.15	each	0	$0.00
Color Prints (up to 11"x17")	$ 1.50	each	0	$0.00
Color Prints (Larger than 11"x17")	$ 3.00	sq. ft.	0	$0.00
Standard Postage	$ 0.50	each	0	$0.00
Express Mail (billed at cost - estimated cost shown)	$ 25.50	each	0	$0.00
Local Deliveries (billed at cost - estimated cost shown)	$ 25.00	each	0	$0.00
Mileage (billed at IRS approved rate - estimated cost shown)	$ 0.585	mile	0	$0.00
Designation & Traffic Control Vehicle	$ 3.50	mile	0	$0.00
Location Vehicle (Vac Truck)	$ 6.50	mile	0	$0.00
Traffic Control (Lane Closures, etc.) (billed at cost - estimated cost shown)	$ 1,500.00	each	5	$7,500.00
Permits (Local, State, etc.) (billed at cost - estimated cost shown)	$ 350.00	each	1	$350.00
				$7,850.00

Work Authorization Total **$ 82,700.00**

Commissioners Court - Regular Session **51.**

Meeting Date: 03/25/2025

Final plat for the Lopez Ponce subdivision – Pct 4

Submitted For: Adam Boatright **Submitted By:** Kamie Fitzgerald, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Lopez Ponce subdivision – Precinct 4.

Background

This subdivision consists of 1 lot and no new roads. It meets the requirements of a minor plat as defined in the subdivision regulations.

Timeline

2024-05-03 – initial submittal of the final plat
2024-05-31 – 1st review complete with comments
2024-10-06 – 2nd submittal of final plat
2024-10-21 – 2nd review complete with comments
2024-11-25 – 3rd submittal of final plat
2024-12-10 – 3rd review complete with comments
2025-01-12 – 4th submittal of final plat
2025-01-24 – 4th review complete with comments
2025-03-10 – 5th submittal of final plat
2025-03-11 – 5th review complete with comments clear
2025-03-20 – final plat placed on the March 25, 2025, Commissioners Court agenda for consideration

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Fiscal Impact

From/To	Acct No.	Description	Amount

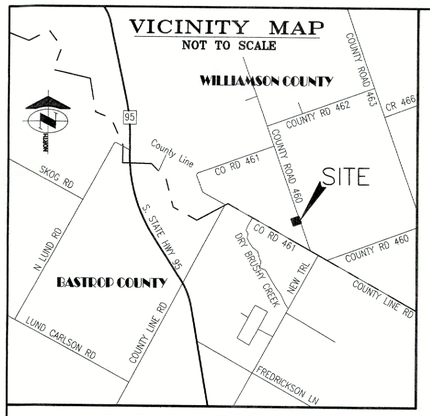
Attachments

final (minor) plat – Lopez Ponce

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/20/2025 08:59 AM
Form Started By: Kamie Fitzgerald		Started On: 03/14/2025 08:17 AM
Final Approval Date: 03/20/2025		

FINAL PLAT OF
LOPEZ PONCE SUBDIVISION



EDWARDS AQUIFER NOTE:
THIS SUBDIVISION DOES NOT LIE WITHIN THE EDWARDS AQUIFER RECHARGE ZONE. THIS SUBDIVISION DOES NOT LIE WITHIN THE BOUNDARIES OF THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER.

ETJ NOTE:
THIS SUBDIVISION DOES NOT LIE WITHIN THE BOUNDARIES OF ANY CITY OR EXTRA-TERRITORIAL JURISDICTION.

GENERAL NOTES

1. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY MANVILLE WATER SUPPLY CORPORATION (EXISTING)

2. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES.

3. ELECTRIC SERVICE FOR THIS SUBDIVISION WILL BE ONCOR ELECTRIC COMPANY.

4. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNERS.

5. NO PORTION OF THIS TRACT IS WITHIN THE BOUNDARIES OF THE 100-YEAR FLOOD PLAIN AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP PANEL NO. 48491C0725F, EFFECTIVE DATE OF DECEMBER 20, 2019.

6. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAYS SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.

7. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.

8. IN ACCORDANCE WITH THE WILLIAMSON COUNTY REGULATIONS, NO LOT SHALL EXCEED 20% IMPERVIOUS COVER IN ORDER TO AVOID ON-SITE STORM WATER DETENTION.

9. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING BUT NOT LIMITED TO LANDSCAPING, IRRIGATION, LIGHTING, CUSTOM SIGNS, ARE PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.

10. THE MINIMUM FINISHED FLOOR ELEVATION SHALL BE AT LEAST ONE FOOT ABOVE THE ADJACENT FINISHED GRADE AND BASE FLOOD ELEVATION. EXCEPTIONS CAN BE MADE AT ENTRANCE AND EGRESS POINTS, WHERE NECESSARY, TO MEET THE AMERICANS WITH DISABILITIES ACT (ADA). RECREATIONAL VEHICLE PARKING PADS MUST ALSO BE PLACED AT LEAST ONE FOOT ABOVE BASE FLOOD ELEVATION.

11. THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON-SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.1.2, WHICH STATES THAT A PROPOSED DEVELOPMENT MAY BE CONSIDERED EXEMPT FROM PROVIDING ON-SITE STORMWATER DETENTION IF THE PLAT HAS THREE OR LESS LOTS FOR SINGLE FAMILY RESIDENTIAL USE, WITH LESS THAN 20% IMPERVIOUS COVER PER LOT.

12. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

13. A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THE CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.

14. BLANKET-TYPE ELECTRIC AND TELEPHONE EASMENT RECORDED IN VOLUME 547, PAGE 109, DEED RECORDS, WILLIAMSON COUNTY, TEXAS AFFECTS THIS TRACT.

15. BLANKET-TYPE ELECTRIC EASEMENT RECORDED IN VOLUME 2031, PAGE 277, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS AFFECTS THIS TRACT.

16. MEMORANDUM OF WATERLINE EASEMENT RECORDED IN DOCUMENT NO. 2006093274, OFFICIAL PUBLIC RECORDS, ASSIGNED IN DOCUMENT NO. 2008077701, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AFFECTS THIS TRACT.

17. ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE AJACENT PROPERTY OWNERS.

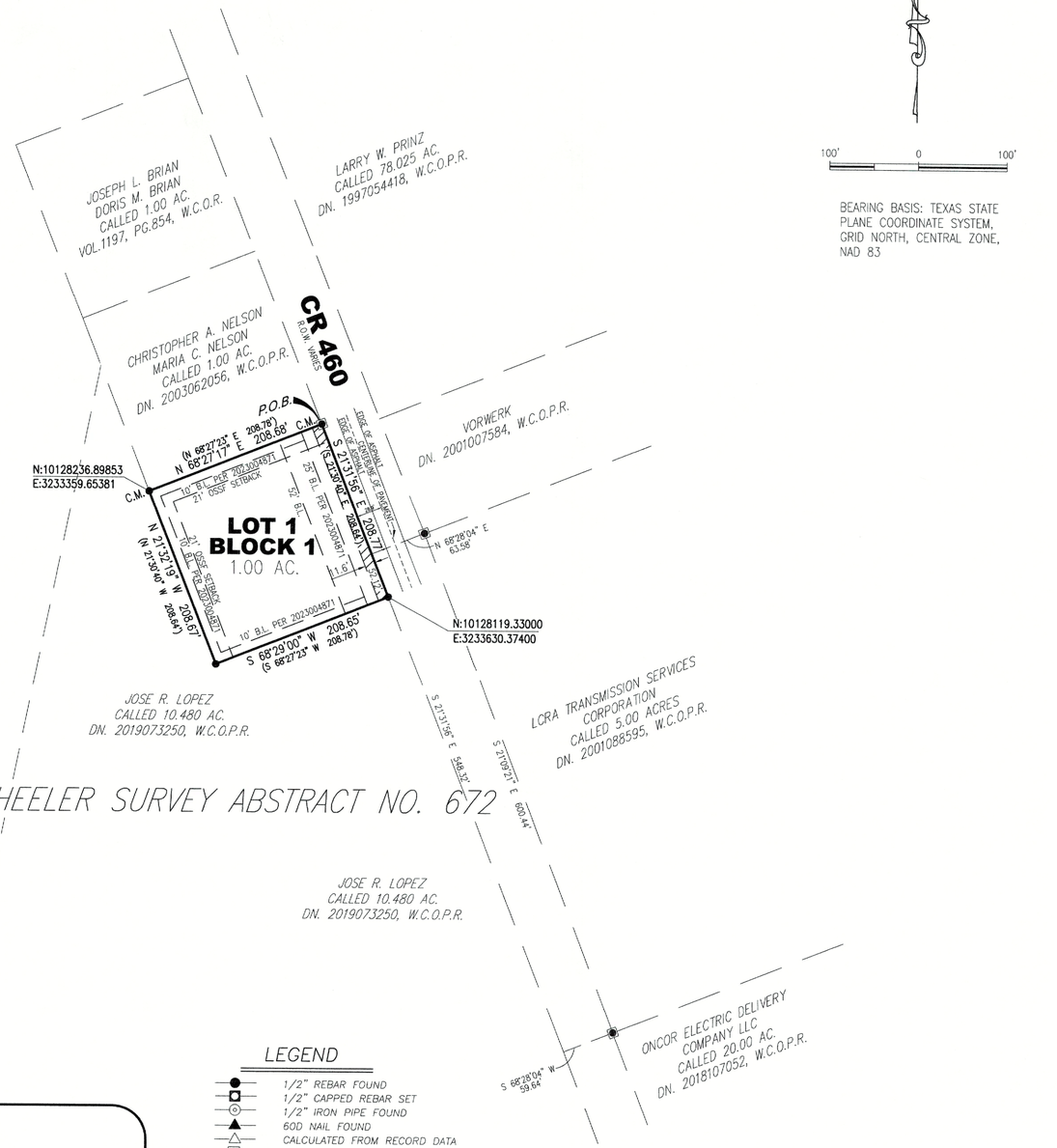
18. ONE-WAY CIRCULAR DRIVEWAYS SHALL BE PROHIBITED ONTO COUNTY ROAD 460.

19. DRIVEWAY MAINTENANCE WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. IF OBSTRUCTIONS OCCUR WITHIN THE DRIVEWAY CULVERT, THE COUNTY RESERVES THE RIGHT TO CLEAR OBSTRUCTIONS THAT ARE CAUSING ADVERSE IMPACTS TO THE ROADWAY.

20. LAND USE WITHIN THIS PLAT IS TERRACED FROM PRIOR AGRICULTURAL USE. THE TERRACING RETAINS RAINFALL RUNOFF AND DIRECTS IT THROUGH EXISTING DRAINAGE PATTERNS ON LOTS. EXISTING DRAINAGE PATTERNS SHALL REMAIN THE SAME. PROPERTY OWNERS SHALL NOT GRADE OR DEVELOP LAND ON PROPERTY IN A MANNER THAT WOULD ALTER THE EXISTING DRAINAGE PATTERNS. IN THE EVENT DRAINAGE PATTERNS ARE CHANGED AND ADJACENT PROPERTIES ARE ADVERSELY IMPACTED OR DAMAGED, THE PROPERTY OWNER MAY BE LIABLE PER TEXAS WATER CODE SECTION 11.086.

21. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.

22. ON-SITE SEWAGE FACILITIES (OSSF'S) INSTALLED AND OPERATED WITHIN WILLIAMSON COUNTY'S JURISDICTION MUST FOLLOW THE REQUIREMENT ESTABLISHED IN THE WILLIAMSON COUNTY ENGINEER'S ON-SITE SEWAGE FACILITY RULES.



BEARING BASIS: TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, NAD 83

OWNER: JOSE LOPEZ
ADDRESS: 6008 PARLIAMENT DR.
AUSTIN, TEXAS 78724

TOTAL ACREAGE: 1.00 ACRE
SURVEY: HENRY H. WHEELER SURVEY ABSTRACT NO. 672
NUMBER OF LOTS AND PROPOSED USE: 1 RESIDENTIAL LOTS
SUBMITTAL DATE: MAY 3, 2023

SURVEYOR: B & G SURVEYING, INC.
ADDRESS: 1404 WEST NORTH LOOP
AUSTIN, TEXAS 78756
PHONE: (512) 458-6969

LEGEND

●	1/2" REBAR FOUND
▣	1/2" CAPPED REBAR SET
⊙	1/2" IRON PIPE FOUND
▲	60D NAIL FOUND
△	CALCULATED FROM RECORD DATA
◉	CAPPED REBAR FOUND
⊠	"X" SET IN CONCRETE
⊗	"X" FOUND IN CONCRETE
◈	COTTON SPINDLE FOUND
( )	PER DN. 2023004871
//	BREAK IN SCALE
B.L.	BUILDING LINE
P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
C.M.	CONTROL MONUMENT
R.O.W.	RIGHT OF WAY
OSSF	ON-SITE SEWAGE FACILITY
▨	WATER LINE EASEMENT PER VOL. 581, PG. 723

B & G SURVEYING, LLC
FIRM REGISTRATION NO. 100363-00
WWW.BANDGSURVEY.COM
1404 West North Loop Blvd.
Austin, Texas 78756 – Office 512*458-6969

REVISED: 11/20/24
JOB #: B0511523_PLAT
DATE: 06/29/2023
SCALE: 1"= 100'

FINAL PLAT OF

LOPEZ PONCE SUBDIVISION

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, JOSE LOPEZ, being the owner of 1.00 acre of land out of the H. Wheeler Survey, Abstract No. 672 in Williamson County, Texas, being all of that tract called 1.00 acre of land conveyed in Document Number 2023004871 of the Official Public Records of Williamson County, Texas, do hereby state that there are no lien holders of the certain tract of land, do hereby subdivide a total of 1.00 acre of land as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby forever dedicate to the public the roads, alleys, rights-of-way, easements and public places shown hereon for such public purposes as Williamson County may deem appropriate, and do hereby state that all public roadways and easements as shown on this plat are free of liens. This subdivision is to be known as:

LOPEZ PONCE SUBDIVISION

Subject to any other easements and restrictions heretofore granted and not released.

To certify which, Witness my hand this 7 day of March, 2025.

Jose Lopez
JOSE LOPEZ
6008.
AUSTIN, TEXAS 78724

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

Before me, the undersigned authority, on this day personally appeared JOSE LOPEZ, known to me to be the person whose name is subscribed to the foregoing instrument, and that he executed the foregoing instrument as the owner of the property described herein.

Given under my hand and seal of office this 7 day of March, 2025.

Notary Public in and for the State of Texas

Tatiana Guevara
Printed Name of Notary

My Commission Expires: 09-29-2028

TATIANA GUEVARA NOTARY PUBLIC STATE OF TEXAS ID 13084525 EXP. 09-29-2028

FIELD NOTES DESCRIBING 1.00 ACRE OF LAND, MORE OR LESS, OUT OF THE HENRY H. WHEELER SURVEY ABSTRACT NO. 672. SITUATED IN WILLIAMSON COUNTY, TEXAS AND BEING ALL OF THAT CALLED 1.00 ACRE TRACT CONVEYED TO JOSE LOPEZ BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2023004871, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 1.00 ACRE OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a capped ½" iron rebar found in the west right-of-way line of County Road 460 (CR 460) at the northeast corner of said Lopez 1.00 acre tract, same being the southeast corner of that tract called 1.00 acre of land conveyed to Christopher A. Nelson and Maria C. Nelson by Gift Deed recorded in Document No. 2003062056, Official Public Records of Williamson County, Texas for the northeast corner hereof;

THENCE S 21°31'56" E, following said right-of-way line and the east line of said Lopez 1.00 acre tract, a distance of 208.77 feet to a ½" iron rebar found at the southeast corner of said Lopez 1.00 acre tract, same being the most easterly northeast corner of that tract called 10.480 acre of land conveyed to Jose R. Lopez by General Warranty Deed recorded in Document No. 2019073250, Official Public Records of Williamson County, Texas, for the southwest corner hereof;

THENCE with the south and west lines of said Lopez 1.00 acre tract, and the north line of said Lopez 10.480 acre tract, the following two (2) courses:

1. S 68°29'00" W, a distance of 208.65 feet to a ½" iron rebar found at an interior corner in the north line of said Lopez 10.480 acre tract and the southwest corner of said Lopez 1.00 acre tract, for the southwest corner hereof;
2. N 21°32'19" W, a distance of 208.67 feet to a ½" iron rebar found at the northwest corner of said Lopez 1.00 acre tract and the southwest corner of said 1.00 acre Nelson tract, for the northwest corner hereof;

THENCE N 68°27'17" E, with the common line of said Lopez 1.00 acre tract and said 1.00 acre Nelson tract, a distance of 208.68 feet to the PLACE OF BEGINNING and containing 1.00 acre of land, more or less.

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

I, VICTOR M. GARZA, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE WILLIAMSON COUNTY REGULATIONS.

THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE AND IS NOT ENCROACHED BY A SPECIAL FLOOD HAZARD AREA INUNDATED BY THE 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP), COMMUNITY PANEL NUMBER 48491C0725F, EFFECTIVE DATE OF DECEMBER 20, 2019.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL THIS 20th DAY OF November, 2024.

Victor M. Garza
Registered Professional Land Surveyor No. 4740
State of Texas
1404 West North Loop Blvd.
Austin, Texas 78756
Phone (512) 458-6969

STATE OF TEXAS REGISTERED VICTOR M. GARZA 4740 PROFESSIONAL LAND SURVEYOR

BASED UPON THE ABOVE REPRESENTATIONS OF THE SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE SURVEY AS REPRESENTED BY THE SAID SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY AND WILLIAMSON COUNTY ON-SITE SEWAGE FACILITY REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATION OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY ENGINEER'S OFFICE AND WILLIAMSON COUNTY DISCLAIM ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS: FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITH IT.

Adam D Boatright
ADAM D. BOATRIGHT, P.E.
COUNTY ENGINEER

03/17/2025
DATE

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 10th DAY OF March, 2025. A.D.

TeresaBak Teresa Baker
WILLIAMSON COUNTY ADDRESSING COORDINATOR

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

I, BILL GRAVELL JR., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

BILL GRAVELL JR., COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS

DATE

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

I NANCY E. RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ___ DAY OF _____, _____ A.D. AT _____ O'CLOCK __M., AND DULY RECORDED THIS THE ___ DAY OF _____, _____ A.D. AT _____ O'CLOCK __M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY AND STATE IN INSTRUMENT NO. _____.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY. AT MY OFFICE IN GEORGETOWN, TEXAS THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY E. RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____, DEPUTY

PRINTED NAME_____

B&G

B & G SURVEYING, LLC
FIRM REGISTRATION NO. 100363-00
WWW.BANDGSURVEY.COM
1404 West North Loop Blvd.
Austin, Texas 78756 - Office 512*458-6969

REVISED: 11/20/24
JOB #: B0511523_PLAT
DATE: 06/29/2023
SCALE: 1"= 100'

Commissioners Court - Regular Session **52.**

Meeting Date: 03/25/2025

Final Plat for the Saddleback at Santa Rita Ranch Phase 1 Section 3 subdivision – Pct 2

Submitted For: Adam Boatright **Submitted By:** Mithila Chaudhari, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the final plat for the Saddleback at Santa Rita Ranch Phase 1 Section 3 subdivision – Precinct 2.

Background

This is the next section of the Saddleback at Santa Rita Ranch Phase 1 development. It consists of 154 single-family lots, 3 landscape/PUE lots, 1 drainage/open space/water quality/landscape/PUE lot and 6,301 linear feet of new public roads. Roadway and drainage construction is not yet complete, but a performance bond in the amount of $6,687,471.00 has been posted with the County to cover the cost of the remaining construction.

Timeline

2024-07-30 – initial submittal of the final plat
2024-08-30 – 1st review complete with comments
2025-02-13 – 2nd submittal of final plat
2025-02-28 – 2nd review complete with comments
2025-03-10 – 3rd submittal of final plat with signatures
2025-03-14 – 3rd review complete with comments clear
2025-03-20 – final plat placed on the March 25, 2025, Commissioners Court agenda for consideration

---

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

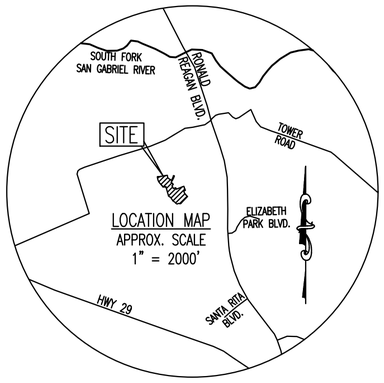
final plat – Saddleback at Santa Rita Ranch Ph 1 Sec 3

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/20/2025 12:45 PM
Form Started By: Mithila Chaudhari		Started On: 03/19/2025 02:18 PM
Final Approval Date: 03/20/2025		

SADDLEBACK AT SANTA RITA RANCH PHASE 1, SECTION 3

FINAL PLAT



TOTAL ACREAGE: 37.018 ACRES
SURVEY: B. MANLOVE SURVEY,
ABSTRACT NO. 417

ORIGINAL SUBMITTAL DATE: JULY 30, 2024

DATE: MARCH 10, 2025

OWNER AND DEVELOPER:
PULTE HOMES OF TEXAS, L.P.
9401 AMBERGLEN BLVD.,
BLDG. I, SUITE 150
AUSTIN, TEXAS 78729
PHONE: (512) 532-3300

ENGINEER & SURVEYOR:
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE
AUSTIN, TEXAS 78749
(512) 280-5160 PHONE

TOTAL LOTS	158
NO. OF SINGLE FAMILY LOTS:	154
NO. OF P.U.E. & L.S.E. LOTS:	3
NO. OF D.E., O.S., W.Q.E. P.U.E. & L.S.E. LOTS:	1

BASIS OF BEARINGS – TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203)

ELEVATION DATUM – NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD '88)

F.E.M.A. MAP NO. 48491C0275E
WILLIAMSON COUNTY, TEXAS AND INCORPORATED AREAS.
DATED: SEPTEMBER 26, 2008

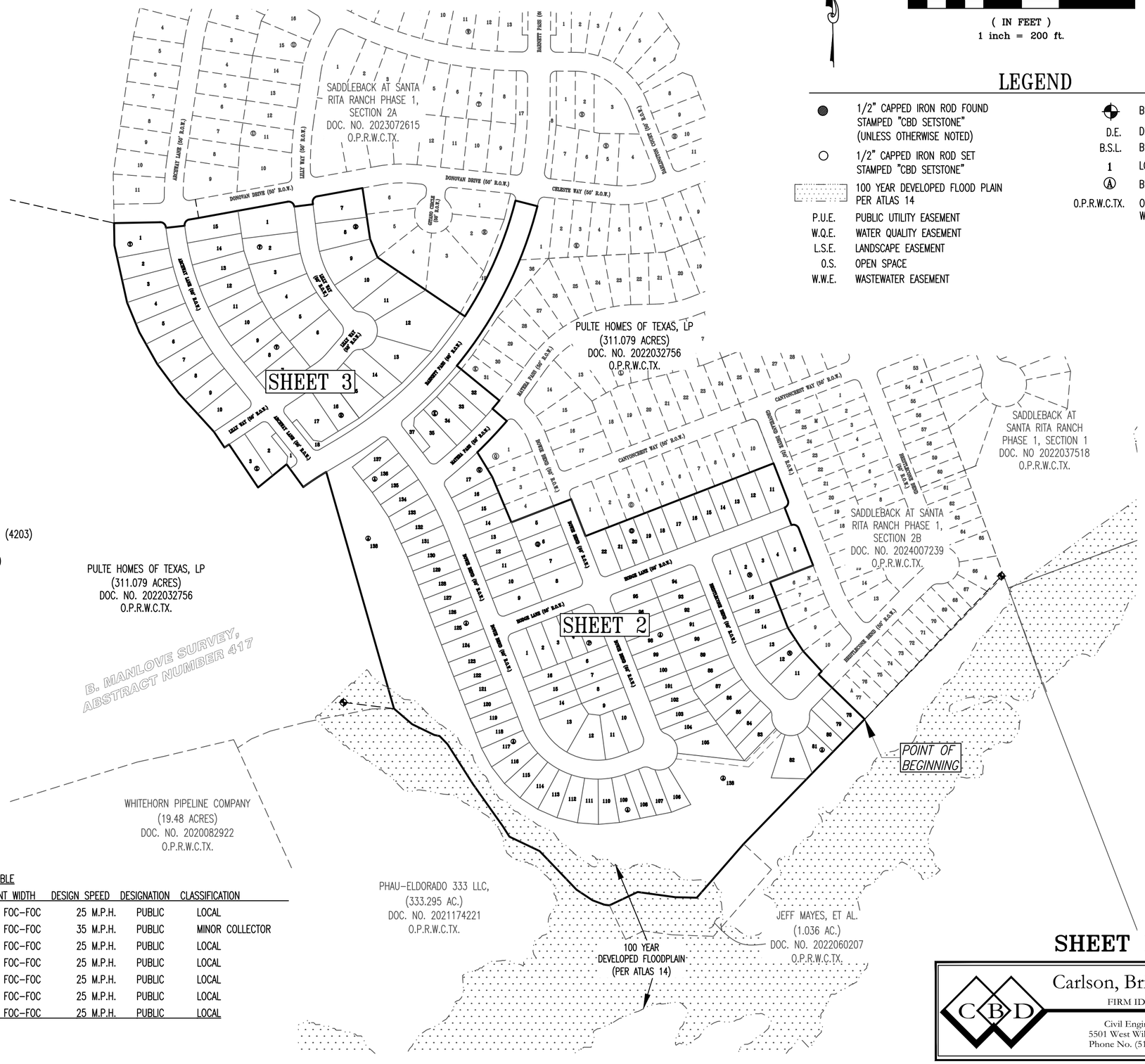
BENCHMARKS:

TBM–1:
CAPPED 1/2 INCH IRON ROD WITH CAP STAMPED "CONTROL POINT".
APPROXIMATELY N82°57'38"W, A DISTANCE OF 134.88 FEET FROM THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED PLAT.
N: 10216364.27
E: 3076201.78
ELEV: 934.95' (NAVD '88)

TBM–2:
CAPPED 1/2 INCH IRON ROD WITH CAP STAMPED "CONTROL POINT".
APPROXIMATELY N43°40'55"W, A DISTANCE OF 524.52 FEET FROM THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED PLAT.
N: 10216699.04
E: 3077944.93
ELEV: 912.76' (NAVD '88)

ROAD TABLE

STREET NAMES	LINEAR FOOTAGE	R.O.W. WIDTH	PAVEMENT WIDTH	DESIGN SPEED	DESIGNATION	CLASSIFICATION
ARCHWAY LANE	746'	50' R.O.W.	33' FOC–FOC	25 M.P.H.	PUBLIC	LOCAL
BARNETT PASS	978'	60' R.O.W.	40' FOC–FOC	35 M.P.H.	PUBLIC	MINOR COLLECTOR
BOWIE BEND	2,003'	50' R.O.W.	33' FOC–FOC	25 M.P.H.	PUBLIC	LOCAL
BRISTLECONE BEND	643'	50' R.O.W.	33' FOC–FOC	25 M.P.H.	PUBLIC	LOCAL
HODGE LANE	834'	50' R.O.W.	33' FOC–FOC	25 M.P.H.	PUBLIC	LOCAL
LILLY WAY	844'	50' R.O.W.	33' FOC–FOC	25 M.P.H.	PUBLIC	LOCAL
MATERA PASS	253'	50' R.O.W.	33' FOC–FOC	25 M.P.H.	PUBLIC	LOCAL
TOTAL	6,301'					



GRAPHIC SCALE

200 0 100 200 400

(IN FEET)
1 inch = 200 ft.

LEGEND

●	1/2" CAPPED IRON ROD FOUND STAMPED "CBD SETSTONE" (UNLESS OTHERWISE NOTED)
○	1/2" CAPPED IRON ROD SET STAMPED "CBD SETSTONE"
	100 YEAR DEVELOPED FLOOD PLAIN PER ATLAS 14
P.U.E.	PUBLIC UTILITY EASEMENT
W.Q.E.	WATER QUALITY EASEMENT
L.S.E.	LANDSCAPE EASEMENT
O.S.	OPEN SPACE
W.W.E.	WASTEWATER EASEMENT
⊕	BENCHMARK
D.E.	DRAINAGE EASEMENT
B.S.L.	BUILDING SETBACK LINE
1	LOT NUMBER
Ⓐ	BLOCK DESIGNATION
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

Minimum Finished Floor Elevation (NAVD '88)

Block	Lot	Min FFE
A	78	915.1'
A	79	915.3'
A	80	915.8'
A	81	916.0'
A	82	916.2'
A	106	926.8'
A	107	926.8'
A	108	926.8'
A	109	926.8'
A	110	926.8'
A	111	926.8'
A	112	925.6'
A	113	925.7'
A	114	925.8'
A	115	925.9'
A	116	928.0'
A	117	930.0'
A	118	930.4'
A	119	930.5'
A	120	931.5'
A	121	934.2'
A	122	934.3'
A	123	935.1
A	124	935.8'
A	125	936.0'

SHEET NO. 1 OF 6

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

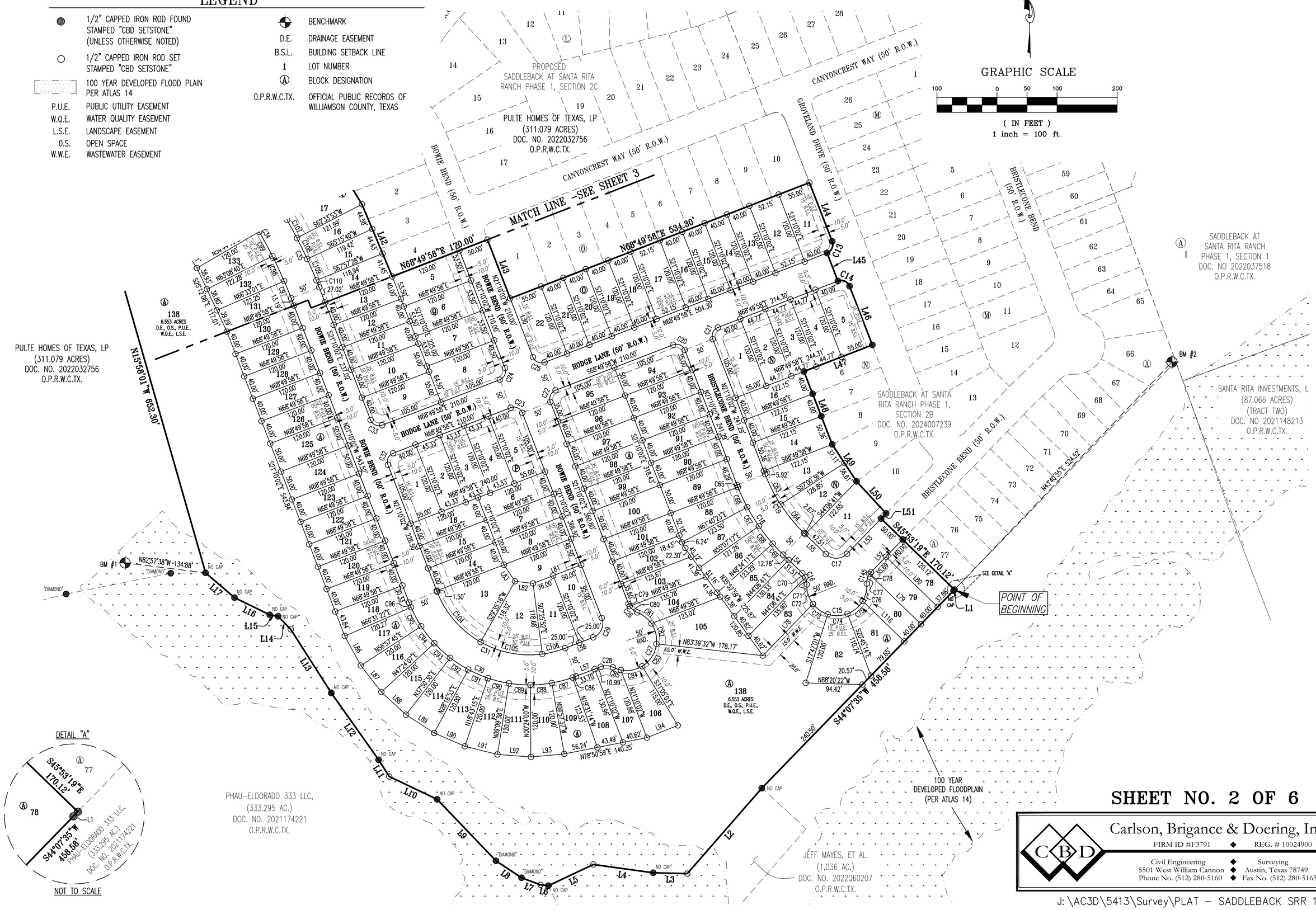
J:\AC3D\5413\Survey\PLAT – SADDLEBACK SRR 1–3

SADDLEBACK AT SANTA RITA RANCH PHASE 1, SECTION 3

FINAL PLAT

LEGEND

●	1/2" CAPPED IRON ROD FOUND STAMPED "CBD SETSTONE" (UNLESS OTHERWISE NOTED)
○	1/2" CAPPED IRON ROD SET STAMPED "CBD SETSTONE"
	100 YEAR DEVELOPED FLOOD PLAIN PER ATLAS 14
P.U.E.	PUBLIC UTILITY EASEMENT
W.Q.E.	WATER QUALITY EASEMENT
L.S.E.	LANDSCAPE EASEMENT
O.S.	OPEN SPACE
W.W.E.	WASTEWATER EASEMENT
	BENCHMARK
D.E.	DRAINAGE EASEMENT
B.S.L.	BUILDING SETBACK LINE
1	LOT NUMBER
Ⓐ	BLOCK DESIGNATION
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS



SHEET NO. 2 OF 6

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

J:\AC3D\5413\Survey\PLAT – SADDLEBACK SRR 1–3

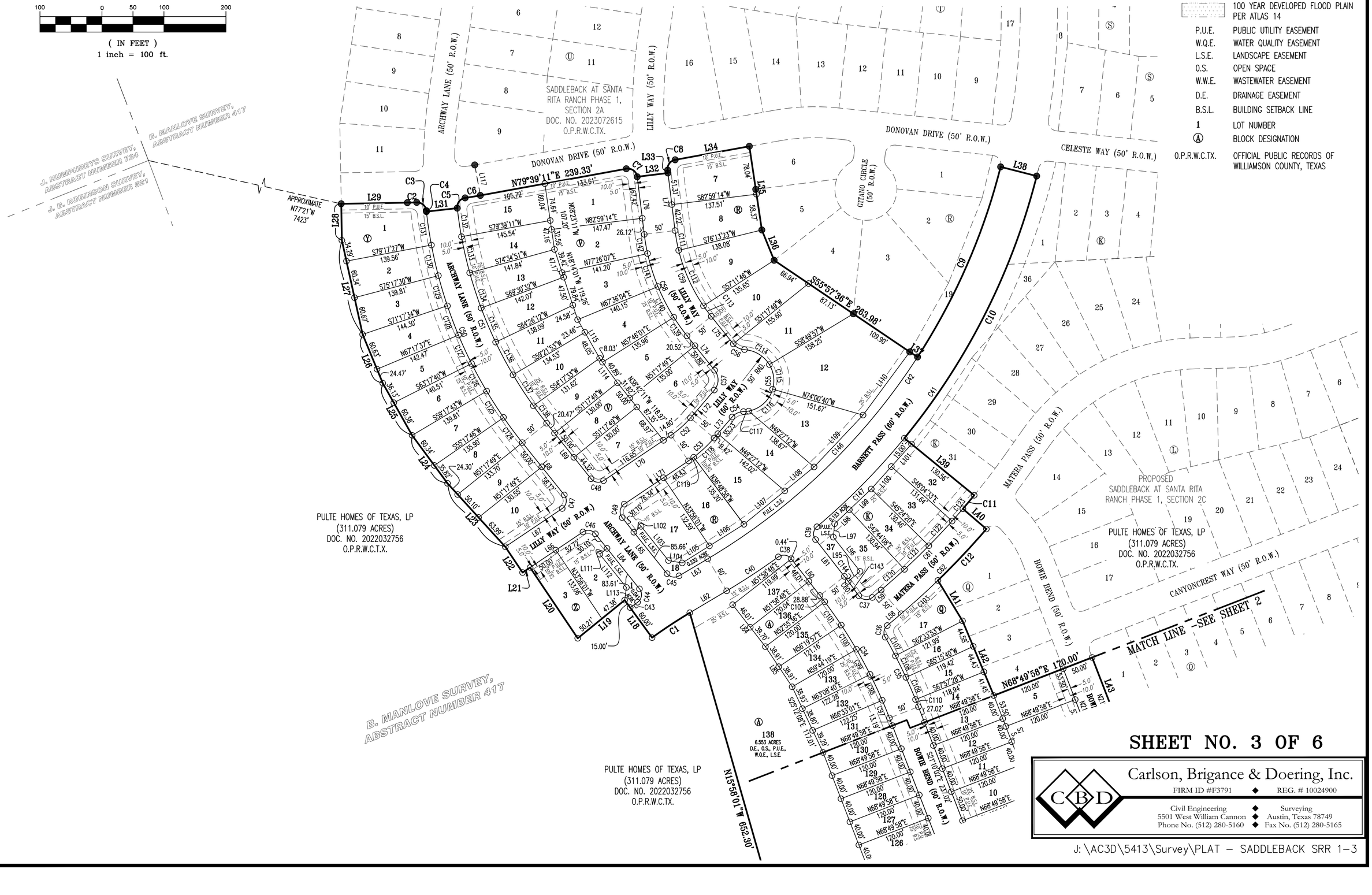
SADDLEBACK AT SANTA RITA RANCH PHASE 1, SECTION 3

FINAL PLAT

GRAPHIC SCALE

100 0 50 100 200

(IN FEET)
1 inch = 100 ft.



LEGEND

●	1/2" CAPPED IRON ROD FOUND STAMPED "CBD SETSTONE" (UNLESS OTHERWISE NOTED)
○	1/2" CAPPED IRON ROD SET STAMPED "CBD SETSTONE"
	100 YEAR DEVELOPED FLOOD PLAIN PER ATLAS 14
P.U.E.	PUBLIC UTILITY EASEMENT
W.Q.E.	WATER QUALITY EASEMENT
L.S.E.	LANDSCAPE EASEMENT
O.S.	OPEN SPACE
W.W.E.	WASTEWATER EASEMENT
D.E.	DRAINAGE EASEMENT
B.S.L.	BUILDING SETBACK LINE
1	LOT NUMBER
Ⓐ	BLOCK DESIGNATION
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

SHEET NO. 3 OF 6

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

J:\AC3D\5413\Survey\PLAT - SADDLEBACK SRR 1-3

SADDLEBACK AT SANTA RITA RANCH PHASE 1, SECTION 3

FINAL PLAT

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	72.90	770.00	S56°35'05"W	72.87	36.48	5°25'28"
C2	15.14	725.00	N88°24'32"E	15.13	7.57	1°11'46"
C3	22.49	15.00	S49°14'04"E	20.44	13.97	85°54'34"
C4	1.52	725.00	S06°20'23"E	1.52	0.76	0°07'13"
C5	23.04	15.00	N37°36'23"E	20.84	14.49	88°00'45"
C6	24.80	725.00	N80°37'58"E	24.80	12.40	1°57'35"
C7	24.43	15.00	S53°40'48"E	21.82	15.90	93°20'03"
C8	22.69	15.00	N36°19'12"E	20.59	14.15	86°39'57"
C9	336.04	1030.00	N23°35'50"E	334.56	169.53	18°41'35"
C10	477.35	1090.00	S26°47'47"W	473.54	242.56	25°05'30"
C11	28.51	1175.00	S39°56'57"W	28.50	14.25	1°23'24"
C12	113.94	1225.00	S43°18'31"W	113.90	57.01	5°19'45"
C13	23.56	15.00	S23°49'58"W	21.21	15.00	90°00'00"
C14	23.56	15.00	S66°10'02"E	21.21	15.00	90°00'00"
C15	162.65	50.00	S89°06'41"W	99.85	897.21	186°22'46"
C16	21.03	25.00	N21°47'38"W	20.41	11.18	48°11'23"
C17	39.27	25.00	S89°06'41"W	35.36	25.00	90°00'00"
C18	140.23	325.00	N33°31'40"W	139.14	71.22	24°43'17"
C19	118.65	275.00	N33°31'40"W	117.74	60.27	24°43'17"
C20	23.56	15.00	N66°10'02"W	21.21	15.00	90°00'00"
C21	23.56	15.00	N23°49'58"E	21.21	15.00	90°00'00"
C22	23.56	15.00	S23°49'58"W	21.21	15.00	90°00'00"
C23	23.56	15.00	S66°10'02"E	21.21	15.00	90°00'00"
C24	23.56	15.00	N23°49'58"E	21.21	15.00	90°00'00"
C25	23.56	15.00	S66°10'02"E	21.21	15.00	90°00'00"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C26	21.03	25.00	S45°15'43"E	20.41	11.18	48°11'23"
C27	162.65	50.00	S23°49'58"W	99.85	897.21	186°22'46"
C28	21.03	25.00	N87°04'20"W	20.41	11.18	48°11'23"
C29	39.27	25.00	S23°49'58"W	35.36	25.00	90°00'00"
C30	337.72	215.00	N66°10'02"W	304.06	215.00	90°00'00"
C31	259.18	165.00	N66°10'02"W	233.35	165.00	90°00'00"
C32	23.56	15.00	N23°49'58"E	21.21	15.00	90°00'00"
C33	23.56	15.00	S66°10'02"E	21.21	15.00	90°00'00"
C34	227.96	775.00	N29°35'37"W	227.13	114.81	16°51'10"
C35	124.38	825.00	S25°29'10"E	124.26	62.31	8°38'17"
C36	20.82	15.00	S09°57'18"W	19.19	12.48	79°31'15"
C37	24.86	15.00	S82°47'58"E	22.11	16.36	94°58'13"
C38	23.02	15.00	N81°58'58"W	20.83	14.47	87°55'32"
C39	23.02	15.00	S05°56'34"W	20.83	14.47	87°55'32"
C40	99.73	1090.00	S56°40'33"W	99.70	49.90	5°14'33"
C41	678.30	1090.00	S32°04'41"W	667.41	350.54	35°39'18"
C42	809.79	1030.00	N36°46'26"E	789.10	427.13	45°02'47"
C43	14.73	830.00	N54°22'52"E	14.73	7.37	1°01'02"
C44	24.50	15.00	N08°05'36"E	21.87	15.97	93°35'34"
C45	21.47	15.00	S79°42'11"E	19.68	13.04	82°00'00"
C46	22.31	15.00	N81°19'06"W	20.31	13.80	85°13'51"
C47	24.81	15.00	N08°40'54"E	22.08	16.30	94°46'09"
C48	22.31	15.00	S81°19'06"E	20.31	13.80	85°13'51"
C49	24.81	15.00	S08°40'54"W	22.08	16.30	94°46'09"
C50	408.75	725.00	N22°33'05"W	403.36	209.97	32°18'11"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C51	380.56	675.00	S22°33'05"E	375.54	195.49	32°18'11"
C52	41.98	155.00	N48°18'23"E	41.86	21.12	15°31'11"
C53	55.53	205.00	S48°18'23"W	55.36	27.94	15°31'11"
C54	21.03	25.00	S64°38'30"W	20.41	11.18	48°11'23"
C55	153.27	50.00	S00°55'19"W	99.93	1310.19	175°37'45"
C56	21.03	25.00	S62°47'52"E	20.41	11.18	48°11'23"
C57	34.58	25.00	N00°55'19"E	31.89	20.70	79°14'59"
C58	179.76	325.00	N22°51'28"W	177.47	92.24	31°41'25"
C59	152.10	275.00	S22°51'28"E	150.17	78.05	31°41'25"
C60	38.96	825.00	S36°40'01"E	38.96	19.48	2°42'21"
C61	186.03	1175.00	N45°10'47"E	185.84	93.21	9°04'17"
C62	193.95	1225.00	S45°10'47"W	193.75	97.18	9°04'17"
C63	56.75	275.00	S27°04'43"E	56.65	28.47	11°49'22"
C64	61.91	275.00	S39°26'22"E	61.78	31.09	12°53'55"
C65	3.71	325.00	N21°29'41"W	3.71	1.86	0°39'17"
C66	36.90	325.00	N25°04'28"W	36.88	18.47	6°30'18"
C67	37.16	325.00	N31°36'10"W	37.14	18.60	6°33'06"
C68	37.16	325.00	N38°09'16"W	37.14	18.60	6°33'06"
C69	25.29	325.00	N43°39'34"W	25.28	12.65	4°27'30"
C70	8.67	25.00	N35°57'23"W	8.62	4.38	19°51'52"
C71	12.36	25.00	N11°51'42"W	12.23	6.31	28°19'31"
C72	34.62	50.00	N17°32'03"W	33.93	18.04	39°40'15"
C73	30.41	50.00	N54°47'35"W	29.94	15.69	34°50'48"
C74	33.63	50.00	S88°30'54"W	33.00	17.48	38°32'15"
C75	33.63	50.00	S49°58'38"W	33.00	17.48	38°32'15"

Line Table		
Line #	Length	Direction
L1	2.14	S44°05'54"W
L2	188.82	S41°05'34"W
L3	56.67	N88°33'40"W
L4	100.69	N82°07'43"W
L5	82.79	S64°42'43"W
L6	13.21	N83°26'54"W
L7	33.73	N69°40'35"W
L8	51.09	N56°27'14"W
L9	141.67	N43°43'20"W
L10	88.32	N64°31'04"W
L11	33.04	N32°28'33"W
L12	136.30	N35°17'25"W
L13	125.80	N32°29'26"W
L14	30.26	N44°11'59"W
L15	14.13	N79°36'23"W
L16	65.25	N64°03'32"W
L17	63.48	N49°22'38"W
L18	75.00	N36°07'38"W
L19	97.59	S50°51'37"W
L20	137.62	N33°56'01"W
L21	14.62	S56°03'59"W
L22	50.00	N33°56'01"W
L23	138.39	N42°18'28"W
L24	96.16	N36°25'01"W
L25	96.51	N29°22'09"W

Line Table		
Line #	Length	Direction
L26	85.10	N22°25'52"W
L27	155.30	N12°28'09"W
L28	58.96	N00°59'35"W
L29	106.68	N89°00'25"E
L30	105.00	N21°10'02"W
L31	50.00	N83°36'01"E
L32	50.00	N82°59'14"E
L33	4.66	N07°00'46"W
L34	121.54	N79°39'11"E
L35	136.41	S08°30'46"E
L36	52.80	S22°05'23"E
L37	15.00	S57°03'22"E
L38	60.00	S75°44'58"E
L39	145.56	S50°44'45"E
L40	50.00	S49°21'21"E
L41	76.38	S31°14'15"E
L42	130.46	S22°46'52"E
L43	105.00	S21°10'02"E
L44	105.00	S21°10'02"E
L45	50.00	S21°10'02"E
L46	105.00	S21°10'02"E
L47	122.15	S68°49'58"W
L48	130.36	S21°10'02"E
L49	73.73	S33°22'08"E
L50	72.63	S42°38'16"E

Line Table		
Line #	Length	Direction
L51	11.94	S44°06'41"W
L52	75.69	S44°06'41"W
L53	81.59	S44°06'41"W
L54	44.28	N45°53'19"W
L55	50.19	N45°53'19"W
L56	50.00	S68°49'58"W
L57	44.10	S68°49'58"W
L58	29.34	S49°42'56"W
L59	18.49	N49°42'56"E
L60	75.33	N38°01'12"W
L61	75.33	S38°01'12"E
L62	69.22	S59°17'49"W
L63	53.72	N59°17'49"E
L64	113.71	N38°42'11"W
L65	115.76	S38°42'11"E
L66	117.34	S56°03'59"W
L67	110.66	N56°03'59"E
L68	108.12	N38°42'11"W
L69	114.79	S38°42'11"E
L70	131.45	N56°03'59"E
L71	124.78	S56°03'59"W
L72	59.15	N40°32'48"E
L73	44.65	S40°32'48"W
L74	71.32	N38°42'11"W
L75	56.82	S38°42'11"E

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C76	30.36	50.00	S13°18'54"W	29.89	15.66	34°47'13"
C77	16.69	25.00	S15°03'02"W	16.38	8.67	38°15'28"
C78	4.33	25.00	S39°08'44"W	4.33	2.17	9°55'55"
C79	4.42	25.00	S26°14'13"E	4.42	2.22	10°08'22"
C80	16.60	25.00	S50°19'54"E	16.30	8.62	38°03'01"
C81	30.45	50.00	S51°54'39"E	29.98	15.71	34°53'31"
C82	35.61	50.00	S14°03'43"E	34.86	18.60	40°48'21"
C83	45.88	50.00	S32°37'43"W	44.29	24.70	52°34'30"
C84	37.05	50.00	S80°08'44"W	36.21	19.42	42°27'33"
C85	13.65	50.00	N70°48'04"W	13.61	6.87	15°38'51"
C86	6.18	215.00	S69°39'22"W	6.18	3.09	1°38'47"
C87	35.87	215.00	S75°15'34"W	35.83	17.98	9°33'37"
C88	35.87	215.00	S84°49'12"W	35.83	17.98	9°33'37"
C89	35.87	215.00	N85°37'11"W	35.83	17.98	9°33'37"
C90	35.87	215.00	N76°03'34"W	35.83	17.98	9°33'37"
C91	35.87	215.00	N66°29'56"W	35.83	17.98	9°33'37"
C92	35.87	215.00	N56°56'19"W	35.83	17.98	9°33'37"
C93	35.87	215.00	N47°22'41"W	35.83	17.98	9°33'37"
C94	35.87	215.00	N37°49'04"W	35.83	17.98	9°33'37"
C95	35.87	215.00	N28°15'27"W	35.83	17.98	9°33'37"
C96	8.67	215.00	N22°19'20"W	8.67	4.33	2°18'36"
C97	30.87	775.00	N22°18'30"W	30.87	15.44	2°16'57"
C98	46.07	775.00	N25°09'10"W	46.06	23.04	3°24'21"
C99	46.07	775.00	N28°33'31"W	46.06	23.04	3°24'21"
C100	46.07	775.00	N31°57'52"W	46.06	23.04	3°24'21"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C101	46.07	775.00	N35°22'13"W	46.06	23.04	3°24'21"
C102	12.80	775.00	N37°32'48"W	12.80	6.40	0°56'48"
C103	80.01	1225.00	N47°50'40"E	80.00	40.02	3°44'32"
C104	113.02	165.00	S40°47'23"E	110.82	58.83	39°14'42"
C105	106.61	165.00	S78°55'18"E	104.76	55.24	37°01'08"
C106	39.56	165.00	N75°42'03"E	39.46	19.87	13°44'10"
C107	34.13	825.00	S28°37'13"E	34.12	17.07	2°22'12"
C108	38.83	825.00	S26°05'13"E	38.82	19.42	2°41'47"
C109	38.83	825.00	S23°23'26"E	38.82	19.42	2°41'47"
C110	12.60	825.00	S21°36'17"E	12.60	6.30	0°52'30"
C111	32.47	275.00	S10°23'41"E	32.45	16.25	6°45'51"
C112	98.57	275.00	S24°02'42"E	98.04	49.82	20°32'10"
C113	21.07	275.00	S36°30'29"E	21.07	10.54	4°23'24"
C114	48.63	50.00	S59°01'48"E	46.74	26.43	55°43'31"
C115	41.15	50.00	S07°35'21"E	40.00	21.82	47°09'23"
C116	55.04	50.00	S47°31'23"W	52.30	30.68	63°04'05"
C117	8.45	50.00	S83°53'48"W	8.44	4.23	9°40'46"
C118	45.22	205.00	S46°51'55"W	45.12	22.70	12°38'14"
C119	10.31	205.00	S54°37'30"W	10.31	5.16	2°52'57"
C120	50.26	1175.00	N48°29'24"E	50.26	25.14	2°27'04"
C121	54.76	1175.00	N45°55'46"E	54.75	27.38	2°40'12"
C122	54.76	1175.00	N43°15'33"E	54.75	27.38	2°40'12"
C123	54.76	1175.00	N40°35'21"E	54.75	27.38	2°40'12"
C124	50.60	725.00	N36°42'12"W	50.59	25.31	3°59'56"
C125	50.60	725.00	N32°42'15"W	50.59	25.31	3°59'57"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C126	50.60	725.00	N28°42'19"W	50.59	25.31	3°59'57"
C127	50.60	725.00	N24°42'22"W	50.59	25.31	3°59'57"
C128	50.60	725.00	N20°42'25"W	50.59	25.31	3°59'57"
C129	50.60	725.00	N16°42'28"W	50.59	25.31	3°59'57"
C130	50.60	725.00	N12°42'31"W	50.59	25.31	3°59'57"
C131	54.53	725.00	N08°33'16"W	54.52	27.28	4°18'34"
C132	46.50	675.00	S08°22'24"E	46.49	23.26	3°56'50"
C133	59.75	675.00	S12°52'59"E	59.73	29.90	5°04'20"
C134	59.75	675.00	S17°57'18"E	59.73	29.90	5°04'20"
C135	59.75	675.00	S23°01'38"E	59.73	29.90	5°04'20"
C136	59.75	675.00	S28°05'58"E	59.73	29.90	5°04'20"
C137	59.75	675.00	S33°10'17"E	59.73	29.90	5°04'20"
C138	35.29	675.00	S37°12'19"E	35.29	17.65	2°59'44"
C139	36.70	325.00	N35°28'05"W	36.68	18.37	6°28'11"
C140	55.78	325.00	N27°18'58"W	55.71	27.96	9°50'03"
C141	55.78	325.00	N17°28'55"W	55.71	27.96	9°50'03"
C142	31.49	325.00	N09°47'20"W	31.48	15.76	5°33'07"
C143	28.77	825.00	N36°18'48"W	28.77	14.39	1°59'53"
C144	10.19	825.00	N37°39'58"W	10.19	5.09	0°42'28"
C145	21.03	25.00	S20°00'59"W	20.41	11.18	48°11'23"
C146	473.75	1030.00	N46°07'13"E	469.58	241.14	26°21'12"
C147	200.96	1090.00	N44°37'26"E	200.67	100.76	10°33'47"

Line Table		
Line #	Length	Direction
L76	93.53	N07°00'46"W
L77	93.53	S07°00'46"E
L78	120.00	N44°06'41"E
L79	119.73	N45°53'19"W
L80	120.11	N45°53'19"W
L81	86.00	N68°49'58"E
L82	30.24	N83°09'34"W
L83	33.11	N33°54'02"W
L84	85.71	N37°57'20"W
L85	77.83	S33°40'03"E
L86	55.86	S28°32'09"E
L87	55.83	S37°49'04"E
L88	55.83	S47°22'41"E
L89	55.83	S56°56'19"E
L90	55.83	S66°29'56"E
L91	55.83	S76°03'34"E
L92	55.83	S85°37'11"E
L93	55.83	N84°49'12"E
L94	55.31	N68°19'30"E
L95	25.08	S49°42'56"W
L96	69.94	S38°01'12"E
L97	21.76	S05°29'20"W
L98	32.70	S46°29'56"W
L99	48.67	S46°29'56"W
L100	48.66	S41°51'54"W

Line Table		
Line #	Length	Direction
L101	48.66	S41°51'54"W
L102	15.00	N51°17'49"E
L103	70.66	S38°42'11"E
L104	22.41	S80°21'45"E
L105	51.75	N57°58'41"E
L106	65.58	N57°58'41"E
L107	85.19	N50°43'42"E
L108	60.96	N50°43'42"E
L109	115.09	N43°20'59"E
L110	126.68	N36°31'18"E
L111	15.00	N51°17'49"E
L112	68.61	N38°42'11"W
L113	20.63	N07°50'21"E
L114	48.92	N35°56'22"W
L115	71.51	S29°41'43"E
L116	96.45	N45°53'19"W
L117	50.00	N10°20'49"W

SHEET NO. 4 OF 6

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J:\AC3D\5413\Survey\PLAT – SADDLEBACK SRR 1–3

SADDLEBACK AT SANTA RITA RANCH PHASE 1, SECTION 3

FINAL PLAT

METES AND BOUNDS

BEING ALL OF THAT CERTAIN 37.018 ACRES OF LAND, SITUATED IN THE B. MANLOVE SURVEY, ABSTRACT NUMBER 417, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 311.079 ACRE TRACT OF LAND CONVEYED TO PULTE HOMES OF TEXAS, L.P. BY DEED RECORDED IN DOCUMENT NUMBER 2022032756 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), SAID 37.018 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" ON THE NORTH LINE OF A CALLED 333.295 ACRE TRACT OF LAND CONVEYED TO PHAU – ELDORADO 333, LLC BY DEED RECORDED IN DOCUMENT NUMBER 2021174221, O.P.R.W.C.TX., BEING ON THE SOUTH LINE OF SAID 311.079 ACRE TRACT, SAME BEING AT THE SOUTHWEST CORNER OF LOT 77, BLOCK A OF SADDLEBACK AT SANTA RITA RANCH PHASE 1, SECTION 2B, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2024007239, O.P.R.W.C.TX., FOR THE SOUTHEAST CORNER AND POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, WITH THE COMMON LINE OF SAID 311.079 ACRE TRACT AND SAID 333.295 ACRE TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES, NUMBERED 1 AND 2,

1. S44°05'54"W, A DISTANCE OF 2.14 FEET TO A 1/2 INCH IRON ROD FOUND, AND
2. S44°07'35"W, A DISTANCE OF 458.58 FEET TO A 1/2 INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF A CALLED 1.036 ACRE TRACT OF LAND CONVEYED TO JEFF MAYES, ET AL. BY DEED RECORDED IN DOCUMENT NUMBER 2022060207, O.P.R.W.C.TX.,

THENCE, WITH THE COMMON LINE OF SAID 311.079 ACRE TRACT AND SAID 1.036 ACRE TRACT, THE FOLLOWING FOUR (4) COURSES AND DISTANCES, NUMBERED 1 THROUGH 4,

1. S41°05'34"W, A DISTANCE OF 188.82 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
2. N88°33'40"W, A DISTANCE OF 56.67 FEET TO A 1/2 INCH IRON ROD FOUND,
3. N82°07'43"W, A DISTANCE OF 100.69 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", AND
4. S64°42'43"W, A DISTANCE OF 82.79 FEET TO A 1/2 INCH IRON ROD FOUND AT THE NORTHWEST CORNER OF SAID 1.036 ACRE TRACT, BEING ON THE NORTH LINE OF SAID 333.295 ACRE TRACT,

THENCE, WITH THE COMMON LINE OF SAID 311.079 ACRE TRACT AND SAID 333.295 ACRE TRACT, THE FOLLOWING TWELVE (12) COURSES AND DISTANCES, NUMBERED 1 THROUGH 12,

1. N83°26'54"W, A DISTANCE OF 13.21 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
2. N69°40'35"W, A DISTANCE OF 33.73 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "DIAMOND",
3. N56°27'14"W, A DISTANCE OF 51.09 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "DIAMOND",
4. N43°43'20"W, A DISTANCE OF 141.67 FEET TO A 1/2 INCH IRON ROD FOUND,
5. N64°31'04"W, A DISTANCE OF 88.32 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
6. N32°28'33"W, A DISTANCE OF 33.04 FEET TO A 1/2 INCH IRON ROD FOUND,
7. N35°17'25"W, A DISTANCE OF 136.30 FEET TO A 1/2 INCH IRON ROD FOUND,
8. N32°29'26"W, A DISTANCE OF 125.80 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
9. N44°11'59"W, A DISTANCE OF 30.26 FEET TO A 1/2 INCH IRON ROD FOUND,
10. N79°36'23"W, A DISTANCE OF 14.13 FEET TO A 1/2 INCH IRON ROD FOUND,
11. N64°03'32"W, A DISTANCE OF 65.25 FEET TO A 1/2 INCH IRON ROD FOUND, AND
12. N49°22'38"W, A DISTANCE OF 63.48 FEET TO A 1/2 INCH IRON ROD FOUND AT A CORNER ON THE NORTH LINE OF SAID 333.295 ACRE TRACT, BEING A CORNER ON THE SOUTH LINE OF SAID 311.079 ACRE TRACT,

THENCE, OVER AND ACROSS SAID 311.079 ACRE TRACT OF LAND, THE FOLLOWING THIRTEEN (13) COURSES AND DISTANCES, NUMBERED 1 THROUGH 13,

1. N15°58'01"W, A DISTANCE OF 652.30 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", AT THE BEGINNING OF A CURVE TO THE LEFT,
2. ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 770.00 FEET, AN ARC LENGTH OF 72.90 FEET, AND A CHORD THAT BEARS S56°35'05"W, A DISTANCE OF 72.87 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
3. N36°07'38"W, A DISTANCE OF 75.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
4. S50°51'37"W, A DISTANCE OF 97.59 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
5. N33°56'01"W, A DISTANCE OF 137.62 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
6. S56°03'59"W, A DISTANCE OF 14.62 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
7. N33°56'01"W, A DISTANCE OF 50.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
8. N42°18'28"W, A DISTANCE OF 138.39 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
9. N36°25'01"W, A DISTANCE OF 96.16 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
10. N29°22'09"W, A DISTANCE OF 96.51 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
11. N22°25'52"W, A DISTANCE OF 85.10 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
12. N12°28'09"W, A DISTANCE OF 155.30 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", AND
13. N00°59'35"W, A DISTANCE OF 58.96 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" ON THE SOUTH LINE OF DONOVAN DRIVE (50' R.O.W.), BEING THE SOUTHWEST CORNER OF SADDLEBACK AT SANTA RITA RANCH PHASE 1, SECTION 2A, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2023072615, O.P.R.W.C.TX.,

THENCE, OVER AND ACROSS SAID 311.079 ACRE TRACT OF LAND AND WITH THE SOUTH LINE OF SAID SADDLEBACK AT SANTA RITA RANCH PHASE 1, SECTION 2A, THE FOLLOWING NINETEEN (19) COURSES AND DISTANCES, NUMBERED 1 THROUGH 19,

1. N89°00'25"E, A DISTANCE OF 106.68 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", AT THE BEGINNING OF A CURVE TO THE LEFT,
2. ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 725.00 FEET, AN ARC LENGTH OF 15.14 FEET, AND A CHORD THAT BEARS N88°24'32"E, A DISTANCE OF 15.13 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", AT THE BEGINNING OF A CURVE TO THE RIGHT,
3. ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 22.49 FEET, AND A CHORD THAT BEARS S49°14'04"E, A DISTANCE OF 20.44 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", AT THE BEGINNING OF A CURVE TO THE LEFT,
4. ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 725.00 FEET, AN ARC LENGTH OF 1.52 FEET, AND A CHORD THAT BEARS S06°20'23"E, A DISTANCE OF 1.52 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE",
5. N83°36'01"E, A DISTANCE OF 50.00 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", AT THE BEGINNING OF A CURVE TO THE RIGHT,
6. ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.04 FEET, AND A CHORD THAT BEARS N37°36'23"E, A DISTANCE OF 20.84 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", AT THE BEGINNING OF A CURVE TO THE LEFT,
7. ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 725.00 FEET, AN ARC LENGTH OF 24.80 FEET, AND A CHORD THAT BEARS N80°37'58"E, A DISTANCE OF 24.80 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE",
8. N79°39'11"E, A DISTANCE OF 239.33 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", AT THE BEGINNING OF A CURVE TO THE RIGHT,
9. ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 24.43 FEET, AND A CHORD THAT BEARS S53°40'48"E, A DISTANCE OF 21.82 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE",
10. N82°59'14"E, A DISTANCE OF 50.00 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE",
11. N07°00'46"W, A DISTANCE OF 4.66 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", AT THE BEGINNING OF A CURVE TO THE RIGHT,
12. ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 22.69 FEET, AND A CHORD THAT BEARS N36°19'12"E, A DISTANCE OF 20.59 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE",
13. N79°39'11"E, A DISTANCE OF 121.54 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE",
14. S08°30'46"E, A DISTANCE OF 136.41 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE",
15. S22°05'23"E, A DISTANCE OF 52.80 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE",
16. S55°57'36"E, A DISTANCE OF 263.98 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE",
17. S57°03'22"E, A DISTANCE OF 15.00 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", AT THE BEGINNING OF A CURVE TO THE LEFT,
18. ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1,030.00 FEET, AN ARC LENGTH OF 336.04 FEET, AND A CHORD THAT BEARS N23°35'50"E, A DISTANCE OF 334.56 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", AND
19. S75°44'58"E, A DISTANCE OF 60.00 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" AT THE SOUTHEAST TERMINUS CORNER OF BARNETT PASS (60' R.O.W.) AS DEDICATED IN SAID SADDLEBACK AT SANTA RITA RANCH PHASE 1, SECTION 2A, AT THE BEGINNING OF A CURVE TO THE RIGHT,

THENCE, PARTIALLY WITH THE SOUTH LINE OF SAID SADDLEBACK AT SANTA RITA RANCH PHASE 1, SECTION 2A, AND CROSSING SAID 311.079 ACRE TRACT OF LAND, ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1090.00 FEET, AN ARC LENGTH OF 477.35 FEET, AND A CHORD THAT BEARS S26°47'47"W, A DISTANCE OF 473.54 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",

THENCE, CONTINUING OVER AND ACROSS SAID 311.079 ACRE TRACT, THE FOLLOWING NINE (9) COURSES AND DISTANCES, NUMBERED 1 THROUGH 9,

1. S50°44'45"E, A DISTANCE OF 145.56 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", AT THE BEGINNING OF A CURVE TO THE RIGHT,
2. ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1,175.00 FEET, AN ARC LENGTH OF 28.51 FEET, AND A CHORD THAT BEARS S39°56'57"W, A DISTANCE OF 28.50 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
3. S49°21'21"E, A DISTANCE OF 50.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", AT THE BEGINNING OF A CURVE TO THE RIGHT,
4. ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1,225.00 FEET, AN ARC LENGTH OF 113.94 FEET, AND A CHORD THAT BEARS S43°18'31"W, A DISTANCE OF 113.90 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
5. S31°14'15"E, A DISTANCE OF 76.38 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
6. S22°46'52"E, A DISTANCE OF 130.46 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
7. N68°49'58"E, A DISTANCE OF 170.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
8. S21°10'02"E, A DISTANCE OF 105.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", AND
9. N68°49'58"E, A DISTANCE OF 534.30 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" ON THE WEST LINE OF SAID SADDLEBACK AT SANTA RITA RANCH PHASE 1, SECTION 2B, BEING THE WEST LINE OF GROVELAND DRIVE (50' R.O.W.),

THENCE, OVER AND ACROSS SAID 311.079 ACRE TRACT OF LAND AND WITH THE WEST LINE OF SAID SADDLEBACK AT SANTA RITA RANCH PHASE 1, SECTION 2B, THE FOLLOWING ELEVEN (11) COURSES AND DISTANCES, NUMBERED 1 THROUGH 11,

1. S21°10'02"E, A DISTANCE OF 105.00 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", AT THE BEGINNING OF A CURVE TO THE RIGHT,
2. ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.56 FEET, AND A CHORD THAT BEARS S23°49'58"W, A DISTANCE OF 21.21 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE",
3. S21°10'02"E, A DISTANCE OF 50.00 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", AT THE BEGINNING OF A CURVE TO THE RIGHT,
4. ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.56 FEET, AND A CHORD THAT BEARS S66°10'02"E, A DISTANCE OF 21.21 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE",
5. S21°10'02"E, A DISTANCE OF 105.00 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE",
6. S68°49'58"W, A DISTANCE OF 122.15 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE",
7. S21°10'02"E, A DISTANCE OF 130.36 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE",
8. S33°22'08"E, A DISTANCE OF 73.73 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE",
9. S42°38'16"E, A DISTANCE OF 72.63 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE",
10. S44°06'41"W, A DISTANCE OF 11.94 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", AND
11. S45°53'19"E, A DISTANCE OF 170.12 FEET TO THE POINT OF BEGINNING AND CONTAINING 37.018 ACRES OF LAND.

GENERAL:

1. BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203). ALL ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD '88).
2. THIS SUBDIVISION LIES WITHIN THE CITY OF LIBERTY HILL EXTRA-TERRITORIAL JURISDICTION.
3. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS, AND REGULATIONS RELATING TO PLATTING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
4. ALL PROPOSED ROADWAY AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.

DRAINAGE AND FLOODPLAIN:

1. EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
2. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION EXCEPT LOTS 78-82 AND 106-125, BLOCK A. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
3. THE MINIMUM FINISHED FLOOR ELEVATIONS (MIN. F.F.E.) SHOWN ON THIS PLAT WERE DETERMINED BY ADDING ONE (1) FOOT TO THE BASE FLOOD ELEVATION (BFE) AS DETERMINED BY A STUDY PREPARED BY CARLSON BRIGANCE, & DOERING, INC., DATED MAY 26, 2021.
4. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
5. FOR LOTS 78-82 AND 106-125, BLOCK A, NO STRUCTURE OR LAND SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A CERTIFICATE OF COMPLIANCE OR FLOODPLAIN DEVELOPMENT PERMIT FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR.
6. ANY PROPOSED DEVELOPMENT THAT OBSTRUCTS OR DIVERTS FLOW WITHIN A DRAINAGE EASEMENT MAY NOT BE PERMITTED AND IS AT THE DISCRETION OF THE FLOODPLAIN ADMINISTRATOR.
7. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.

WATER AND WASTEWATER:

1. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY.
3. WATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19H/GEORGETOWN UTILITY SYSTEMS.
4. WASTEWATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19H/CITY OF LIBERTY HILL.
5. ELECTRIC SERVICE IS PROVIDED BY: PEC

ROADWAY AND RIGHT-OF-WAY:

1. IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.
2. SIDEWALKS SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION.
3. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
4. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO LANDSCAPING, IRRIGATION, LIGHTING, CUSTOM SIGNS, ARE PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
5. NO CONSTRUCTION, PLANTING OR GRADING SHALL BE PERMITTED TO INTERFERE WITH SIGHT EASEMENTS BETWEEN THE HEIGHTS OF THREE AND EIGHT FEET AS MEASURED FROM THE CROWNS OF THE ADJACENT STREETS.
6. THE OWNER SHALL CREATE A MANDATORY HOMEOWNERS' ASSOCIATION THAT SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND LIABILITY OF ANY LANDSCAPING, IRRIGATION, SIDEWALKS, ILLUMINATION, SUBDIVISION IDENTIFICATION SIGNS, WATER QUALITY FEATURES, ETC. PLACED WITHIN THE WILLIAMSON COUNTY RIGHT-OF-WAY. THIS ASSOCIATION SHALL HAVE ASSESSMENT AUTHORITY TO ENSURE THE PROPER FUNDING FOR MAINTENANCE.

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

J:\AC3D\5413\Survey\PLAT – SADDLEBACK SRR 1-3

SADDLEBACK AT SANTA RITA RANCH PHASE 1, SECTION 3

FINAL PLAT

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON §

I, STEPHEN ASHLOCK, VICE PRESIDENT, PULTE HOMES OF TEXAS, L.P., OWNER OF THAT CALLED 311.079 ACRE TRACT OF LAND CONVEYED IN DOCUMENT NUMBER 2022032756, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE 37.018 ACRES OUT OF SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS,

"SADDLEBACK AT SANTA RITA RANCH PHASE 1, SECTION 3 FINAL PLAT"

BY: STEPHEN ASHLOCK, VICE PRESIDENT
PULTE HOMES OF TEXAS, L.P.
9401 AMBERGLEN BLVD., BLDG. I, SUITE 150
AUSTIN, TEXAS 78729
PHONE: (512) 532-3300

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED STEPHEN ASHLOCK, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 11th DAY OF March, 2025, A.D.

NOTARY PUBLIC IN AND FOR TRAVIS COUNTY, TEXAS

Ashley Cuellar Sousa
PRINTED NAME

May 16, 2026
MY COMMISSON ENDS

ASHLEY CUELLAR SOUSA
Notary Public, State of Texas
My Commission Expires
May 16, 2026
NOTARY ID 13376154-3

THIS FLOOD STATEMENT, AS DETERMINED BY A H.U.D.-F.I.A. FLOOD INSURANCE RATE MAP, DOES NOT IMPLY THAT THE PROPERTY OR THE IMPROVEMENTS THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR, AND FLOOD HEIGHTS MAY INCREASE BY MAN-MADE OR NATURAL CAUSES.

THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF ENGINEER OR SURVEYOR.

STATE OF TEXAS: §

COUNTY OF TRAVIS: §

NO PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL #48491C0275E, EFFECTIVE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.

I, STEVEN P. CATES, P.E., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE REQUIREMENTS OF WILLIAMSON COUNTY.

ENGINEERING BY: Steven P. Cates 3/11/25
STEVEN P. CATES, P.E. NO. 93648 DATE
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749

STATE OF TEXAS
STEVEN P. CATES
93648
LICENSED PROFESSIONAL ENGINEER

CARLSON, BRIGANCE, & DOERING, INC.
ID # F3791

STATE OF TEXAS: §

COUNTY OF TRAVIS: §

I, ERIC J. DANNHEIM, R.P.L.S., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE WILLIAMSON COUNTY SUBDIVISION ORDINANCE. ALL EASEMENTS LISTED ON TITLE REPORT ISSUED BY TITLE RESOURCES GUARANTY COMPANY, G.F. NO. 2160726-COM, EFFECTIVE DATE SEPTEMBER 17, 2021, WHICH AFFECT THE SUBJECT PLAT ARE SHOWN OR NOTED ON THE PLAT.

SURVEYED BY: 3/11/25
ERIC J. DANNHEIM, R.P.L.S. NO. 6075 DATE
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749
edannheim@cbdeng.com

STATE OF TEXAS
REGISTERED
ERIC J. DANNHEIM
6075
PROFESSIONAL
LAND SURVEYOR

BY: MCKENZI HICKS 3/11/2025
DIRECTOR OF PLANNING DATE

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 11 DAY OF March, 2025 AD.

WILLIAMSON COUNTY ADDRESSING COORDINATOR
WILLIAMSON COUNTY, TEXAS
PRINTED NAME: Cindy Bridges

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON §

I, BILL GRAVELL, JR., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, THAT A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

BILL GRAVELL, JR., COUNTY JUDGE DATE
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON §

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE DAY OF _____, 20___, A.D., AT _____ O'CLOCK, ___.M., AND DULY RECORDED THIS THE _____ DAY OF _____, 20___, A.D., AT _____ O'CLOCK, __.M., IN THE PLAT RECORDS OF SAID COUNTY IN INSTRUMENT NUMBER _____.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____ DEPUTY

SHEET NO. 6 OF 6

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

J:\AC3D\5413\Survey\PLAT - SADDLEBACK SRR 1-3

Commissioners Court - Regular Session **53.**

Meeting Date: 03/25/2025

Proclamation - National Crime Victims' Rights Week

Submitted For: D. Hobbs **Submitted By:** Stephanie Lloyd, County Attorney

Department: County Attorney

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a Proclamation recognizing April 6-12, 2025 as Crime Victims' Rights Week.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Proclamation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/19/2025 03:16 PM
Form Started By: Stephanie Lloyd		Started On: 03/18/2025 02:38 PM
Final Approval Date: 03/19/2025		

NATIONAL CRIME VICTIMS' RIGHTS WEEK

WHEREAS crime affects individuals, families, and communities in profound and varied ways, often leaving lasting physical, emotional, and social challenges;

WHEREAS, every survivor deserves access to justice, compassionate care, and services that prioritize their dignity and healing;

WHEREAS, it is essential to raise awareness about the rights of crime victims, educate the public on available resources, and strengthen community efforts to support those affected by crime;

WHEREAS, advocacy organizations, law enforcement, and local governments play a crucial role in upholding crime victims' rights and ensuring they are empowered to navigate the justice system;

WHEREAS the concept of kinship underscores the connections that build bridges to support, bridges to services, and bridges to shared strength among and between survivors, advocates, and communities;

WHEREAS kinship is the foundation of victim advocacy, inspiring trauma-informed care that meets survivors where they are;

WHEREAS through kinship, we build peer networks and community alliances that empower survivors, foster resilience, and offer pathways to healing;

WHEREAS kinship reminds us of the strength that comes from connection, the importance of listening to every voice, and the power we have to create lasting change when we work together;

NOW, THEREFORE, the WILLIAMSON COUNTY COMMISSIONERS COURT does hereby proclaim the week of April 6-12, 2025 as

CRIME VICTIMS' RIGHTS WEEK

And reaffirm our dedication in WILLIAMSON COUNTY to building connections, standing in kinship with survivors, and creating a future where healing and hope are within reach for everyone.

THIS THE 25TH DAY OF MARCH, 2025

_____

PRESIDING OFFICER

KINSHIP: CONNECTING & HEALING

Commissioners Court - Regular Session **54.**

Meeting Date: 03/25/2025

Receive update and insights into Purchasing Department, Recognize March 2025 as Public Procurement Month, and Recognize Award of 2024 National Procurement Institute Achievement of Excellence Award for Williamson County Purchasing Department

Submitted For: Joy Simonton **Submitted By:** Joy Simonton, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive report with update and insights into Purchasing Department, discuss and take appropriate action on proclaiming the month of March 2025 as Procurement Month and recognize the Purchasing Department as a recipient of the 2024 Achievement of Excellence in Public Procurement Award by the National Procurement Institute (NPI).

Background

The National Institute of Governmental Purchasing (NIGP) has proclaimed the month of March as Procurement Month for the awareness of the purchasing professional's role in supporting government officials. Please see the proclamation as attached. In addition, the Williamson County Purchasing Department received the Achievement of Excellence in Procurement Award for 2024, recognizing the Department as one of the top organizations at all levels of public purchasing (city, county, school district, state, higher education, and non-profits) in the country, being one of 48 agencies in Texas and one of 45 counties in the nation. The Achievement of Excellence in Procurement Award is nationally and internationally recognized as the gold standard for the achievement of customer service, innovation and best practices in the profession of public procurement. The 2024 award represents the 25th consecutive year that Williamson County has achieved this prestigious honor and recognition. In 1995, the National Procurement Institute, Inc. (NPI) established this program designed to recognize organizational excellence in public procurement. The Achievement of Excellence in Procurement® (AEP) is awarded annually. This award is earned by those organizations that demonstrate excellence by obtaining a high score based on standardized criteria measuring innovation, professionalism, productivity, e-procurement, and leadership attributes of the procurement organization. National and international sponsors include: the National Procurement Institute (NPI), the Institute for Supply Management (ISM), the National Institute for Public Procurement (NIGP), the National Association of State Procurement Officials (NASPO), the National Association of Educational Procurement (NAEP), the Texas Public Purchasing Association (TxPPA), and the Canadian Public Procurement Council (CPPC).

Additionally, the Purchasing Department takes this moment to recognize those county employees who went the extra mile this past year and strive to uphold the integrity and trust in local government by demonstrating due diligence in all aspects of the Local Government Code’s purchasing requirements.

The Purchasing Department is also hosting its fourth annual Vendor Forum on May 1st, 2025, from 2:00 – 3:00 PM. This year’s session will be hosted virtually and will inform vendors on How to Do Business with Williamson County. Flyer is attached.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Purchasing Month Proclamation

AEP Award Letter 2024

Vendor Forum 2025 Flyer

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/20/2025 12:44 PM
Form Started By: Joy Simonton		Started On: 03/18/2025 02:27 PM
Final Approval Date: 03/20/2025		

Williamson County Purchasing Department
100 Wilco Way, Suite P101, Georgetown, TX 78626
512.943.3553
Wilco.org
Log in or Register (bonfirehub.com)

PROCUREMENT MONTH PROCLAMATION MARCH 2025

WHEREAS the Williamson County procurement professionals help make it possible for the county to provide maximum use of available resources in support of county residents and county departments by obtaining the goods and services needed to provide services in an efficient and economical manner; and

WHEREAS in addition to the purchase of goods and services, procurement teams add value to the organization by performing functions such as executing and administering contracts, developing procurement strategies, and cultivating working relationships with suppliers and departments within the organization.

NOW THEREFORE BE IT RESOLVED that the Commissioners Court of Williamson County, Texas hereby proclaims the month of March 2025 as Purchasing Month.

IN WITNESS WHEROF, I have hereunto set my hand and caused the SEAL of Williamson County to be affixed this 25th day of March 2025.

_____ _____

Williamson County Judge or Presiding Officer Date

August 5, 2024

Ms. Joy Simonton, MPO, CPPO
Purchasing Agent
Williamson County
100 Wilco Way, Ste. P101
Georgetown, TX 78626

Subject: 2024 Achievement of Excellence in Procurement® Award

Dear Ms. Joy Simonton,

Congratulations! I am pleased to inform you that your agency's procurement department has earned the 2024 Achievement of Excellence in Procurement® Award!

We have attached your copy of the formal announcement letter sent to the organization official identified in your application.

Don't forget to visit the "AEP Webinar and Media" tab for graphics and a sample press release, and the "AEP by the Numbers" tab for detailed statistics and history!

The prestigious Achievement of Excellence in Procurement® Award will be shipped to your organization soon.

Please join us October 13-16 for our 56th Annual Conference, and the 29th Annual Achievement of Excellence in Procurement® Gala in Denver, CO. Your entire staff is now eligible to receive the member's registration rate. Just enter the code NPI2024AEP at checkout.

Sincerely,

Brian P. Garrity, CPSM, C.P.M., CPPB
Achievement of Excellence in Procurement® Award Officer

The Achievement of Excellence in Procurement® recognizes organizational excellence in public and non-profit procurement. The award criteria are designed to measure innovation, professionalism, e-procurement, productivity, and leadership attributes of the procurement function. In addition to the National Procurement Institute, Inc. (NPI), the AEP is sponsored by the California Association of Public Procurement Officials (CAPPO), Canadian Public Procurement Council / Conseil canadien des marchés publics (CPPC), Florida Association of Public Procurement Officials (FAPPO), Government Finance Officers Association (GFOA), National Association of Educational Procurement (NAEP), NIGP: The Institute for Public Procurement and the Texas Public Purchasing Association (TxPPA).

WILCO TEXAS

May 1, 2025 • 2 p.m. - 3 p.m.

VENDOR FORUM

DOING BUSINESS WITH WILLIAMSON COUNTY!

INFO WILL INCLUDE:

- Competetive bidding
- Joining vendor databases
- Ethics and standards
- Billing and payments
- Types of goods & services



MICROSOFT TEAMS VIRTUAL MEETING

Meeting ID: 294 675 652 591
Passcode: PU6xy3fR
Call in (audio only):
+1 940-304-2814
Conference ID:
143 159 225#

Commissioners Court - Regular Session **55.**

Meeting Date: 03/25/2025

Williamson County Burn Ban

Submitted For: Mike Lugo **Submitted By:** Adrienne Seal, Fire Marshal Spec Ops-Hazmat

Department: Fire Marshal Spec Ops-Hazmat

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the issuance of a county-wide burn ban for a period not to exceed 90 days and to authorize the Commissioners Court, and/or the County Judge the authority to lift the order banning outdoor burning if conditions improve.

Background

Williamson County has been seeing elevated fire weather conditions throughout the past two weeks. There is minimal rain in the forecast. I recommend that our county goes into a Burn Ban until our area receives an adequate amount of rain to add fuel moisture to the vegetation, and humidity levels increase. Our area fire departments have been doing an outstanding job controlling the wildfires that do start. Multiple fire departments in our county have also been contributing fire vehicles with staff to stage a Wildland Task Force in the centralized area of our county to readily respond anywhere in our county with multiple wildland (brush) trucks, a water tender truck, a Type-1 Fire Engine (Fire Engine), and a command vehicle (Taskforce Leader). By having these teams on standby the past few days, mainly on High Fire Weather, Fire Danger days, have been instrumental in ensuring our county is safer and resilient with wildfires that do occur.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Wildland preparedness levels

Forecast Fuel Moisture

Forecast Fire Danger

Forecast Fuel Moisture 1

Burn Ban Matrix

Burn Ban Background Information

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/20/2025 06:24 PM
Form Started By: Adrienne Seal		Started On: 03/20/2025 05:55 PM
Final Approval Date: 03/20/2025		

As the lead agency for wildfire response in the state, Texas A&M Forest Service establishes Wildland Fire Preparedness Levels throughout the year to ensure resource availability for wildfire incidents across the state.

TEXAS WILDLAND FIRE PREPAREDNESS LEVELS



Preparedness Levels 1-5 are planning assumptions and actions dictated by fuel and weather conditions, current and expected wildfire activity, regional preparedness levels and fire suppression resource availability in state.



LEVEL 1

Minimal drought and normal fuel moisture allow local resources to suppress wildfires without issue. Fire activity is minimal.



LEVEL 2

Elevated fire danger is observed in some regions of the state. Additional resources may be requested to assist, and aircraft may be staged in state for response.



LEVEL 3

Wildfire activity is impacting several regions of the state as the result of drought, dry vegetation or frequent fire weather events. Texas A&M Forest Service strategically positions personnel, equipment and aircraft in areas at risk. Additional resources, including those from other regions, agencies or states, may be necessary.



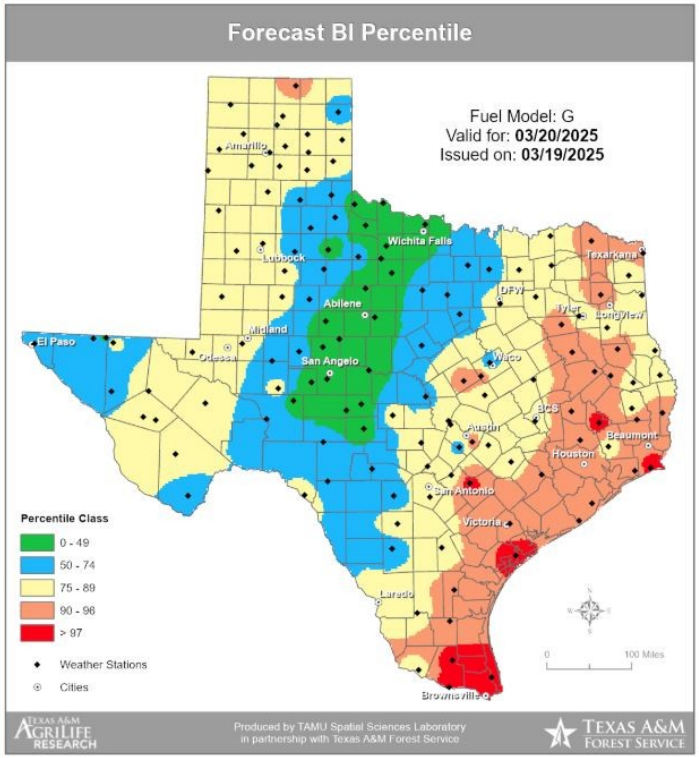
LEVEL 4

A very high volume of wildfires, including large fires and fires that are resistant to control, is reported daily across the state. The fire environment will support increased wildfire activity and a heavy commitment of state and local resources for long durations is likely required. Continued mobilization of interagency resources and the activation of incident management teams may occur.

LEVEL 5

The highest level of wildland fire activity and indicates heavy resource commitment to fires locally and across the state. Conditions will support large, complex wildfire incidents across the state.

TEXAS A&M FOREST SERVICE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Issued on: 03/19/2025
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DFW
Abilene
Tyler
Longview
Midland
El Paso
Odessa
San Angelo
Waco
BCS
Austin
Beaumont
Houston
San Antonio
Victoria
Laredo
Brownsville
Percentile Class
0 - 49
50 - 74
75 - 89
90 - 96
> 97
Weather Stations
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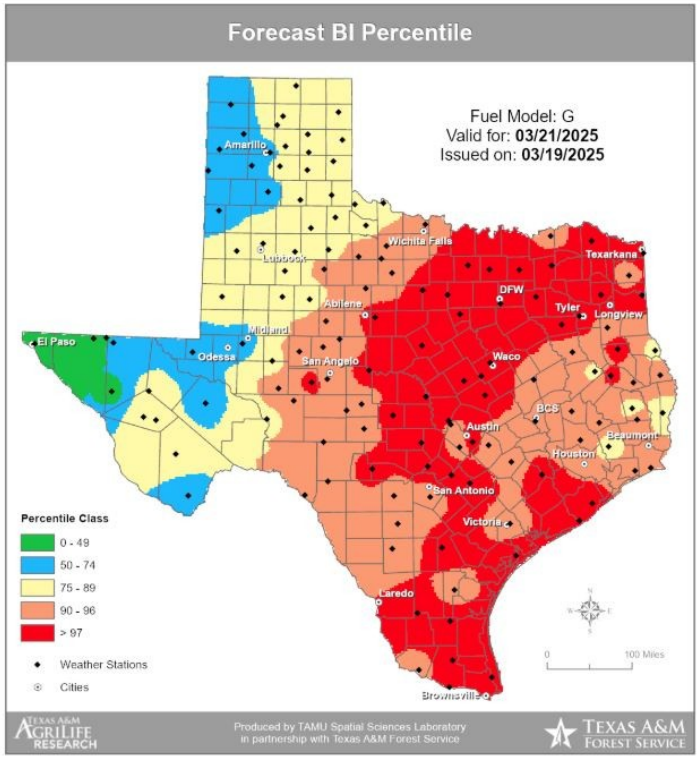
Produced by TAMU Spatial Sciences Laboratory
in partnership with Texas A&M Forest Service
Texas A&M AgriLife Research
Texas A&M Forest Service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San Angelo
Waco
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San Antonio
Victoria
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Brownsville
Percentile Class
0 - 49
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Weather Stations
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Produced by TAMU Spatial Sciences Laboratory
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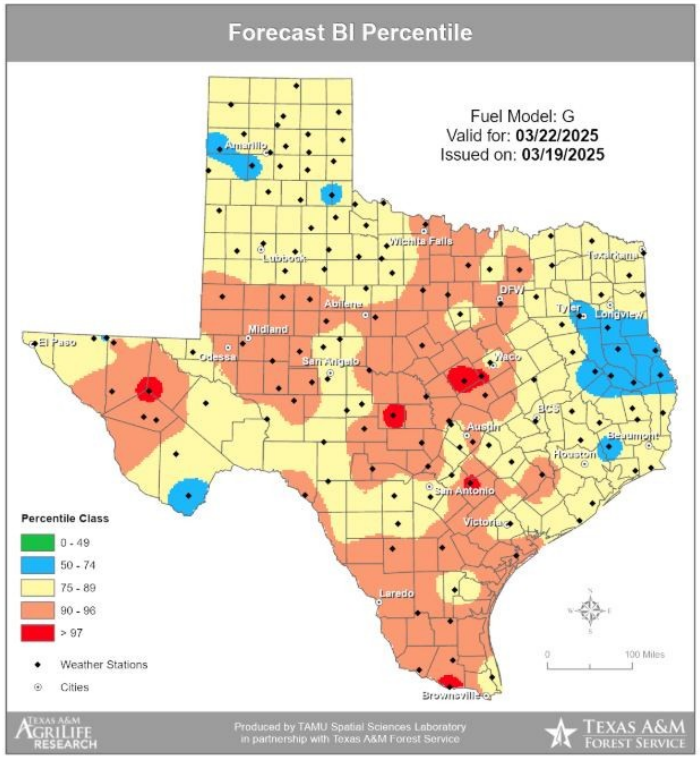
Texas A&M Forest Service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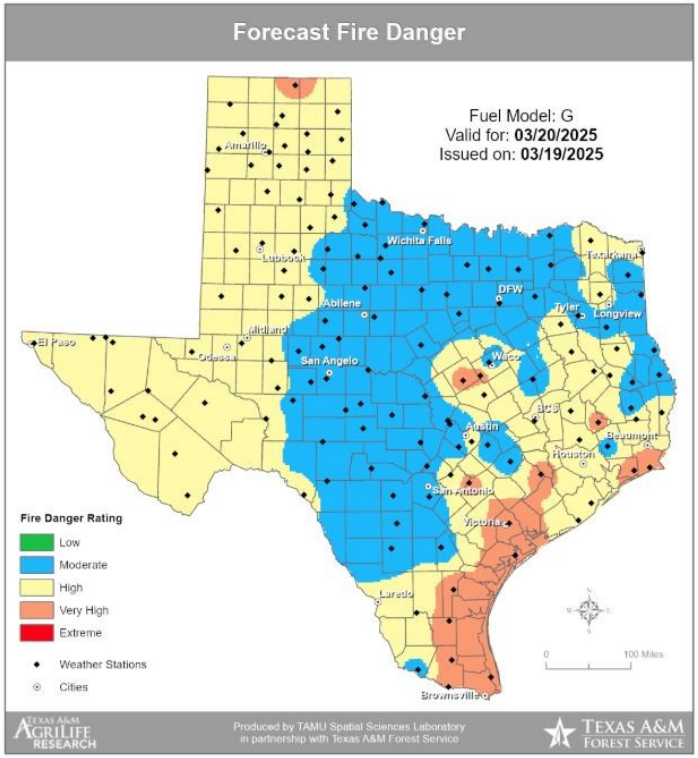
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Fuel Model: G
Valid for: 03/20/2025
Issued on: 03/19/2025
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Brownsville
Fire Danger Rating
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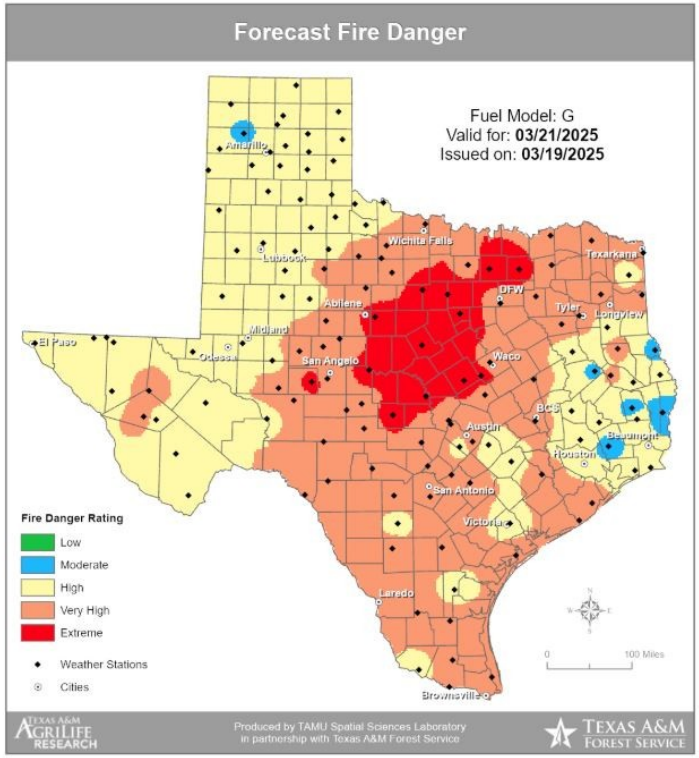
Produced by TAMU Spatial Sciences Laboratory
in partnership with Texas A&M Forest Service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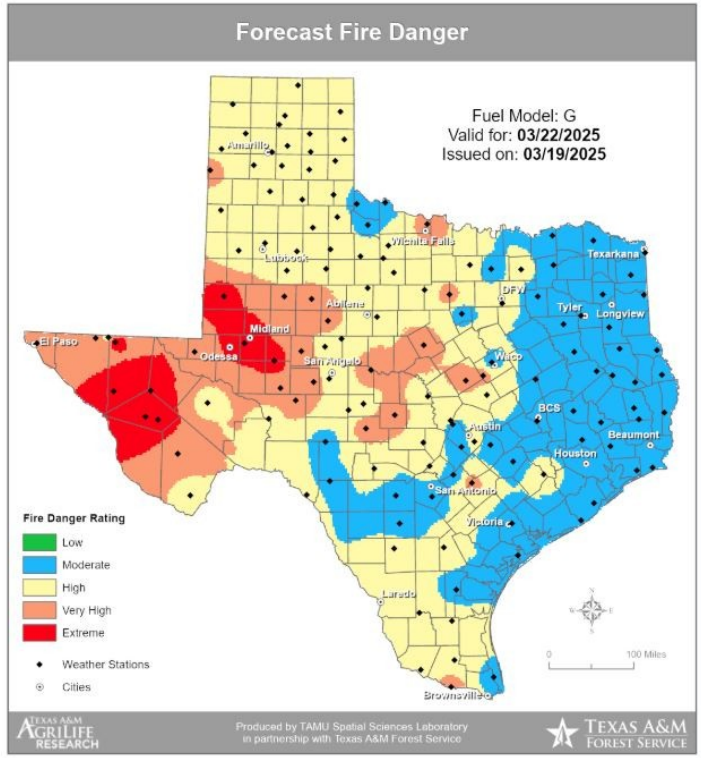
Forecast Fire Danger
Fuel Model: G
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Fire Danger Rating
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Weather Stations
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Produced by TAMU Spatial Sciences Laboratory
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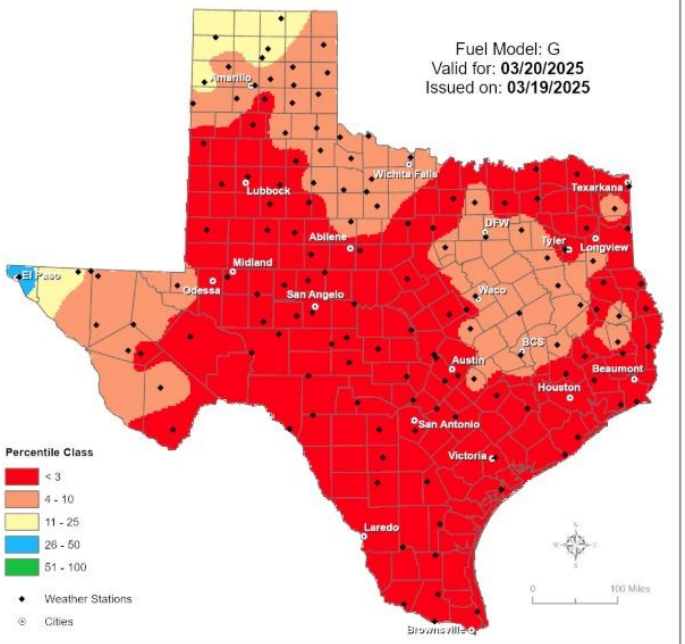
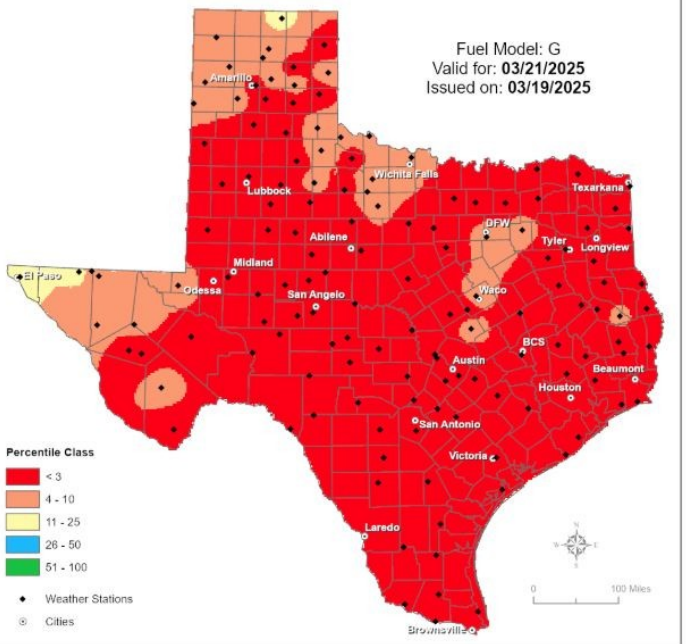
Forecast 100 Hour Fuel Moisture Percentile



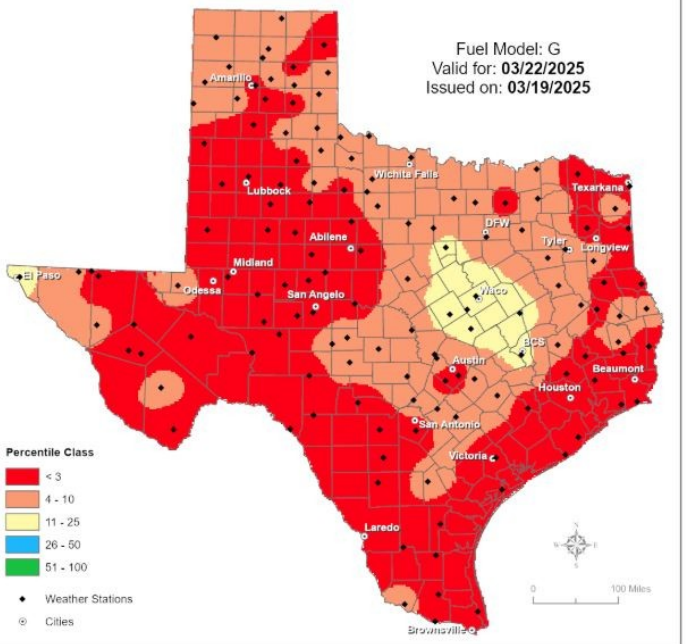
Produced by TAMU Spatial Sciences Laboratory in partnership with Texas A&M Forest Service

Forecast 100 Hour Fuel Moisture Percentile



Produced by TAMU Spatial Sciences Laboratory in partnership with Texas A&M Forest Service

Forecast 100 Hour Fuel Moisture Percentile



Produced by TAMU Spatial Sciences Laboratory in partnership with Texas A&M Forest Service

Williamson County Fire Marshal's Office

3189 SE Inner Loop, Georgetown, Texas 78626
Phone: (512) 943-3679

Burn Ban Evaluation Matrix March 20, 2025

Evaluation Factor	***Source(s)***	***Comment***	***Supports Burn Ban***
Relative Humidity Values - NWS	Short Term Forecast	Midday values have been dropping into the Lower Teens stripping moisture with sunny days	YES
KBDI Texas A&M	Current Condition	Williamson Counties average KBDI value is 512 with portions of the county experiencing a higher value.	NO
KBDI (Change) Texas A&M	Current Condition	+5 daily changes observed for past 7 days	NO
Forecast 10 Hour Fuel Moisture (Percentile) Nelson Model	Current Condition	< 3% Fine dry grasses will readily ignite. Conditions would support extensive fire spread	YES
Average Temperature (Fahrenheit) NWS	Current Condition	The week of March 17, 2025 starts with daytime temperatures in the 70's – 80's	NO
U.S. Drought Monitor	Drought.gov	"Severe Drought" status. 90.86%	YES

Recommendation: BURN BAN

March 20, 2025 – March 26, 2025, Discussion

The fire environment will continue to support a very high volume of wildfire response across Texas through Saturday as dry to extremely dry fuel is subjected to additional accelerated drying. The diminished threat for widespread critical to extreme fire weather should keep the threat for new large wildfires low to moderate through the middle of next week. A slow pattern change may set the stage for increased precipitation chances and improving fuel moisture for eastern portions of Texas Sunday with more regions of Texas forecast to observe a slow moistening of surface fuel by early next week. The addition of more gulf surface moisture in the fire environment should decrease the rate of initial attack fire activity for the eastern tow third of the state.

A dry and warm environment may support moderate potential for small initial attack fires statewide Monday and Tuesday with dry to critically dry fuel still present. The lack of a widespread fire weather trigger should keep the potential for large fires with high resistance to control low.

*Source TICC.TAMU.EDU

Soil Moisture

90.86% of Williamson County is classified by the U.S. Drought Monitor as D2 Severe Drought. There is minimum forecasted rain that would deliver adequate amounts to reverse the drying trend. Currently, Williamson County has an average KBDI value of 512.

Relative Humidity levels have been dropping into the Teens during the afternoon hours. Humidity levels are supposed to increase; however, the fuels will remain dry, and there is a substantial amount of built-up dry vegetation that will make fire control and spreading increasingly difficult.

Summary

Williamson County will have been seeing elevated fire weather conditions throughout the past two weeks. There is minimal rain in the forecast. I recommend that our county goes into a Burn Ban until our area receives an adequate amount of rain to add fuel moisture to the vegetation, and humidity levels increase. Our area fire departments have been doing an outstanding job controlling the wildfires that do start. Multiple fire departments in our county have also been contributing fire vehicles with staff to stage a Wildland Task Force in the centralized area of our county to readily respond anywhere in our county with multiple wildland (brush) trucks, a water tender truck, a Type-1 Fire Engine (Fire Engine), and a command vehicle (Taskforce Leader). By having these teams on standby the past few days, mainly on High Fire Weather, Fire Danger days, have been instrumental in ensuring our county is safer and resilient with wildfires that do occur.

Recommendation: BURN BAN

Mike Lugo
Williamson County Fire Marshal

Williamson County Fire Marshal's Office

3189 SE Inner Loop, Georgetown, Texas 78626
Phone: (512) 943-3679

AGENDA PLACEMENT MEMO

DATE: **March 20, 2025**

TO: **Commissioners Court**

FROM: **Chief Mike Lugo**

SUBJECT: **Burn Ban**

REQUESTED ACTION/RECOMMENDATION

Discuss, consider, and take appropriate action on the issuance of a county-wide burn ban for a period not to exceed 90 days and to authorize the Commissioners Court, and/or the County Judge the authority to lift the order banning outdoor burning if conditions improve

BACKGROUND

Williamson County has been seeing elevated fire weather conditions throughout the past two weeks. There is minimal rain in the forecast. I recommend that our county goes into a Burn Ban until our area receives an adequate amount of rain to add fuel moisture to the vegetation, and humidity levels increase. Our area fire departments have been doing an outstanding job controlling the wildfires that do start. Multiple fire departments in our county have also been contributing fire vehicles with staff to stage a Wildland Task Force in the centralized area of our county to readily respond anywhere in our county with multiple wildland (brush) trucks, a water tender truck, a Type-1 Fire Engine (Fire Engine), and a command vehicle (Taskforce Leader). By having these teams on standby the past few days, mainly on High Fire Weather, Fire Danger days, have been instrumental in ensuring our county is safer and resilient with wildfires that do occur.

OPERATIONS AND MAINTENANCE

Increased Level of staff responses to potential violations and wildfires.

PROJECT SCHEDULE

This order shall remain in effect until the Burn Ban is terminated by Williamson County Commissioners Court or the County Judge determines that drought conditions have reduced due to sufficient precipitation.

Commissioners Court - Regular Session **56.**

Meeting Date: 03/25/2025

Request to apply for the FEMA Hazard Mitigation Grant Program to fund Expo Center Generators

Submitted For: Bruce Clements **Submitted By:** Bruce Clements, Emergency Services Dept.

Department: Emergency Services Dept.

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a request for the Office of Emergency Management to apply for a grant through the FEMA Hazard Mitigation Grant Program to fund Expo Center Emergency Generators.

Background

The project will provide 4 fixed emergency generators for the Expo Center that will allow the County to provide emergency shelter and services to our citizens in the event of a prolonged power outage. This includes allowing the facility to be used for sheltering people, small and large animals; providing a staging area for response teams and assets; providing a space for establishing a large Point of Distribution for emergency supplies or Point of Dispensing (PODs) for medical supplies. The generator power will not only allow the facility to be used as a response and recovery hub for the county but will also allow the Expo Center to sustain operations for scheduled events (Fair and Rodeo, etc.) during power loss, making it a safer venue overall.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Questionnaire

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/20/2025 03:18 PM
Form Started By: Bruce Clements		Started On: 03/20/2025 11:41 AM
Final Approval Date: 03/20/2025		

*By default, the security validation time-out value in Windows SharePoint Services is set to 30 minutes. That is, if 30 minutes pass before the user clicks **Save and Close** to submit data to the server, the user must reenter the data and then resubmit that data to the server.*

Grants Management Request Questionnaire

BackGround Information

Please note: The county's acceptance of a grant will generally form a contract and; therefore, the application for a grant must be considered and approved by the Commissioners Court prior to making such application.

All grant applications must be approved by the Commissioners Court prior to the submittal of an application to a funding agency. The completed Grants Management Request Form located on the Budget Sharepoint site and any required resolutions or forms must be attached to the agenda item for consideration or approval of the program and/or funding request to the Commissioners Court. The request for approval to apply for grant funding must identify the purpose or need of the funding, current metrics, and data points to be collected by the department to show performance measures and/or improved services provided. All sections and questions on the Grants Management Request Form must be completed.

Programs or projects that are currently funded by a granting source must receive approval of the Commissioners Court to re-apply for the grant funding opportunity. Requests to re-apply must identify known decreasing funding policies by the granting agency and a sustainability plan for the grant funded program or personnel moving forward. This includes requests for full or partial funding. Should dollars be needed to fund a position and/or assets (or maintenance of) from the general fund or road and bridge fund due to grant expiration, non-renewal or a change in the percentage of funding received or percentage of allocation, the process would be as follows:

1. Notification of grant expiration will be sent out via the Auditor's Office 90 days prior to the expiration date
2. The department is responsible for placing an item on the agenda to request funding no later than July 1st of each year for the following year's budget. Agenda item placement MUST include the completed "Grant Questionnaire" form located in SharePoint
3. Should funding be approved by the Commissioners Court, funds will be added as applicable to the budget prior to adoption for the next fiscal year

This process applies to but is not limited to the following examples:

- Grant has covered 100% of costs in the past and will now cover 80%. The remaining 20% must be requested from the Court
- The grant has expired, renewal is no longer an option, and the department would like to fund the position and/or program beyond the expiration date

- The grant covers the person but not the assets (or vice versa) to go with the position; a request for funding of the assets must be made
- The grant does not cover merit/COLA increases that may be awarded by the Court for the following year
- Any situation in which funds, or an increase in funds, are being requested from the general fund or road and bridge fund

DIRECTIONS

Please complete the answers to the best of your ability. If a question does not relate to your request, please mark it N/A (Not Applicable). If your answer requires further research, please mark it as N/R (Needing Research) and give an estimated date such information will be obtained. When finished, please print and upload the form to the Agenda.

Grant Title/Project Name: *

FEMA Hazard Mitigation Grant Program/Expo Center Emergency Ge

Department: *

Office of Emergency Management

Requestor: *

Bruce Clements x

Contact Email: *

bruce.clements@wilco.org

Contact Phone Number: *

512-591-4973

Start Date: *

3/28/2025

End Date: *

3/28/2028

Please select request category: *

- [x] Asset
- [ ] Personnel
- [ ] Service
- [ ] Specify your own value:

If other, please specify category

Describe the purpose of the grant in detail to include all requirements.

The project will provide 4 fixed emergency generators that will allow the Expo Center to provide emergency shelter and services to our citizens in the event of a prolonged power outage. This includes allowing the facility to be used for sheltering people, small and large animals; providing a staging area for response teams and assets; and providing a space for establishing a large Point of Distribution for emergency supplies or Point of Dispensing (PODs) for medical supplies. The project will consist of final design, bidding and project award, construction, startup, and closeout phases. It is anticipated that the final design will be completed within 6 months of award. The bidding and award phases will take 3 months with construction, startup and closeout being completed with 15 months. The total project will be completed within 24 months (based on extended lead times for generators) of the award of the design contract. The generator power will not only allow

the facility to be used as a response and recovery hub for the county but will also allow the Expo Center to sustain operations for scheduled events (Fair and Rodeo, etc.) during power loss, making it a safer and more resilient venue.

Select the type of grant your department is applying for:

- [x] Federal
- [ ] State
- [ ] Local
- [ ] Federal Pass-thru
- [ ] Private Foundation

What is the amount of the grant?

$1,500,000

Please provide a breakdown of the total cost above.

Location	KW	Generator Cost	Total Cost (incl. Maintenance Share)
Main Building	850	746,096$	**747,046$**
RV Park	350	307,216$	**308,166$**
West Arena	250	219,440$	**220,390$**
Tarmac	250	219,440$	**220,390$**
Total	**1,700**	**$1,492,200**	**$1,500,000**

Is there a match requirement?

- (•) Yes
- ( ) No

Does the grant cover the cost of the request 100%?

- ( ) Yes
- (•) No

Asset Request Questions Only

Personnel Request Questions Only

Please attach or provide any metrics, data, etc. to substantiate this request to include an org chart for your department with request included

Other Request Questions Only

List other similar items in the County and/or region and if they are available for use?

There are no other facilities in the county able to provide the space and functionality as a hub for emergency response and disaster recovery operations. There are also no portable generators available to power te facility.

How is this item request different from any similar assets currently in the County and/or region?

These are fixed generators capable of powering the entire Expo Center complex.

What types of events/purpose would this item be used for that cannot be accomplished with a current County asset?

The generators will provide a large multi-functional emergency response and disaster recovery venue. No other facility exists in the county with the scalability and capacity to support County-wide emergency operations.

Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?

Depends upon the needs of the emergency or disaster and facility u

Please explain how this item will create the need for more or less personnel (or mark n/a for no change)?

N/A There will be no additional staffing needed. A variety of local, state, and federal emergency response assets could be staged and managed at the facility.

Where will the item be stored?

No, they will be fixed locations.

What is the useful life of the item?

20 to 40 years, depending upon the hours used annually.

Will a replacement be requested from general funds when useful life has been exhausted? (OR)

- ○ Yes
- ◉ No

OR = category Other Request

Does this item require insurance coverage?

- ○ Yes
- ◉ No

Will this item require any form of licensing?

- ○ Yes
- ◉ No

Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs?

There will be annual preventive maintenance and monthly tests of the generators.

How will this item be funded when the grant ends?

The upkeep and maintenance will be part of the Expo Center's facility budget.

Budgetary Impact

What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)

$375,000 initial cost to the county
$1,125,000 costs covered by FEMA
$7,000 per year for annual maintenance

Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.

N/A

What is the cost and frequency to maintain/update the additional equipment?

Annual preventive maintenace and testing; $7,000 annually

What is the impact of this grant application on other internal/county departments?

Adds periodic maintenance and testing to the Expo Center facilities staff.

Also provide reliable power for ongoing daily operations and special events.

Please identify any known decrease in funding at this time.

N/A

Performance Measures

Is this a new program to your department/office?

- (●) Yes
- ( ) No

Please provide data points to be collected to show program success

FEMA Hazard Mitigaiton Grant Program participation success is measured by the selection and funding of the submitted application, and the completion and close-out of the generator installation.

Save Cancel

When finished, please print and upload the form to the Agenda.

This document(s) may contain personal or privileged information and should be treated with due care. If you are not the intended recipient or believe that you have received this document(s) in error, do not copy, disseminate or otherwise use the information and contact the owner/creator or your Privacy Act officer regarding the document(s).

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RESOLUTION

A RESOLUTION OF THE COUNTY OF WILLIAMSON, TEXAS, APPOINTING THE COUNTY JUDGE OR PRESIDING OFFICER AS THE CHIEF EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE TO ACT IN ALL MATTERS IN CONNECTION WITH THE FEMA HAZARD MITIGATION ASSISTANCE (HMA) GRANT PROJECT AND COMMITTING THE COUNTY OF WILLIAMSON TO PROVIDE MATCHING FUNDS TO SECURE AND COMPLETE THE FEMA HAZARD MITIGATION GRANT.

WHEREAS, the County of Williamson, Texas is developing applications for FEMA Hazard Mitigation Assistance (HMA) funds to protect public and or private property within the County to prevent or reduce future loss of lives or property;

WHEREAS, FEMA Mitigation Fund applicants are required to appoint an official to act as the Authorized Representative in all matters in connection with the Mitigation Grant;

WHEREAS, FEMA Mitigation Fund applicants are required to commit 25% or more matching funds to secure and complete the FEMA Mitigation Grant.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF THE COUNTY OF WILLAIMSON, Texas:

Section 1. That the County of Williamson, Texas is authorized to submit an application for FEMA Hazard Mitigation Assistance Grant Funds.

Section 2. That the County Judge OR Presiding Officer be appointed the Chief Executive Officer and Authorized Representative to act on behalf of the county in all matters in connection with the FEMA Mitigation Project.

Section 3. That the County is committing to provide 25% or more matching funds in contribution to the FEMA Mitigation Project.

Resolved this _____ day of _____, 2025.

_____
Valerie Covey
Presiding Officer
Williamson County

ATTEST:

_____
Nancy E. Rister
County Clerk

Commissioners Court - Regular Session **57.**

Meeting Date: 03/25/2025

March 2025 Wellness Updates

Submitted For: Allen Frederick **Submitted By:** Shelley Loughrey, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate actions regarding the March 2025 Wellness updates.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

March 2025 Wellness Updates

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/19/2025 03:13 PM
Form Started By: Shelley Loughrey		Started On: 03/18/2025 11:55 AM
Final Approval Date: 03/19/2025		

WELLNESS UPDATE

03/25/2025

WILCO ONE

one body one mind one you one place

March 2025 Updates

- Wellness Actions must show as complete in the Personify Health system no later than 12/01/25
- Must either complete the 3 actions (Health Survey, Wellness Exam, Biometric Form)

  or reach 30,000 points
- No exceptions for missing items or not reaching the point level
- We encourage employees to get items done early in the year

WILCO WELL CARE: ONSITE WELLNESS

- On-site Wellness Screenings will return for 2025
- We will be offering Bexa, Dexa, and Harbor Health for wellness exams
  Emails have been sent to employees, leadership and wellness leaders with more scheduling information
- Department Leaders may schedule wellness activities, e.g. yoga class, Benefit Plan/Wellness Program education, or other topics such as Stress Management.
- Please contact the benefits team for more information

NEW PROGRAMS

- Total Health Population through Personify – Offers Coaching on a variety of topics and needs
- SmartDollar - Financial well-being program offering help on any financial goal, also offers free coaching, free tax and will preparation, and more.
- Both programs give points in the Personify Health System

Commissioners Court - Regular Session **58.**

Meeting Date: 03/25/2025

Employee Policy Manual mid-year review

Submitted By: Kayla Marek, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on mid-year changes to the FY2025 Employee Policy Manual.

Background

See attachments for summary of proposed changes and redlined version of the policy manual.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

EPM overview of proposed changes

EPM draft

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Allen Frederick	03/20/2025 09:50 AM
County Judge Exec Asst.	Andrea Schiele	03/20/2025 03:13 PM
Form Started By: Kayla Marek		Started On: 03/20/2025 09:25 AM
Final Approval Date: 03/20/2025		

Williamson County Human Resources
FY2025 Midyear Policy Manual Review
Overview of Proposed Updates Effective 03/25/2025

Page	Description of Updates
1	Update to Policy Manual Disclaimer regarding scope of revisions, approval requirements, posting & acknowledgements
9	Bereavement Leave: removal of referenced to Basic FMLA for familial relationships.
10	PQL: Update legislative reference to Texas Government Code which contains more detail of requirements.
11	Paid Military Leave: update of leave accrual terminology to align with USERRA and internal practices.
12	Basic FMLA: Update of verbiage regarding application of leave accruals for clarity.
12	FMLA Entitlement: Breakout regarding FMLA Leave Tracking Accruals to include non-standard work schedules.
14	FMLA Military Caregiver: added listing of Comp Time accruals to align with policy and practice.
15	FMLA Info: Removal of redundant direction to contact HR regarding FMLA Leave questions.
16	Admin Leave With Pay: Removal of reference to suspended accruals.
16	Admin Leave/Other Information: update to accrual adjustments to align with general practice.
23	Pay discrepancies: Update of verbiage regarding corrective action that can be taken to resolve.
26	Certification Pay: Addition of eligible Fire Marshal employees.
29	Filling a Vacancy: update terminology to be inclusive of US Law Enforcement State Licenses.
30	Prior Service Credit: update terminology to be inclusive of US Law Enforcement State Licenses, interdepartmental transfers; process regarding prior service credit salary adjustment when receipt of out-of-state documentation is delayed.
32	USERRA: Update of Paid Military Leave Activation form title.
34	Drug/Alcohol Testing Positive Results: update for clarification on disciplinary action.
35	Second Chance Program: update on implementation for first offenses.
36	Outside employment: updated verbiage for clarity
40	Grievance Policy: update regarding grievance reporting for civil service employees within the Sheriff's Office.

Williamson County
Employee Policy Manual
Effective October 1, 2024

DRAFT:
PROPOSED FY25 MIDYEAR EDITS

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Policy Manual Disclaimer

This employee policy manual constitutes the general personnel policies for all Williamson County employees. It does not constitute a contract or provide a guarantee of employment. Policies may be altered, deleted, or amended at any time by action of the Commissioners Court. If any provision or part of a provision of these policies is held invalid, unlawful, or unenforceable, it will not affect the validity of the remaining provisions or parts of provisions, which will remain in effect. In cases where federal or state laws or regulations supersede local guidelines, such laws or regulations will substitute for these personnel guidelines only insofar as necessary for compliance. Specific departments may have additional policies unique to their operations.

Policies within this manual may be revised by Human Resources as necessary to add, delete, and modify procedural or administrative elements, as well as typographical corrections, without reapproval from the Commissioner's Court. All material changes to Policy scope, responsibilities, roles, intent, or other substantive changes must be formally approved by the Commissioner's Court. The Employee Policy Manual, and any changes therein, will be posted to the County's Policy Management System and issued for electronic employee acknowledgement signature.

Elected official's rights and responsibilities as defined by Texas law supersede these policies where conflicts may occur. Elected officials are encouraged to follow all policies contained herein in order to provide uniform application across the County and to protect the County against potential employment related issues.

About Williamson County Government

Williamson County's government organization is established by the Constitution of the State of Texas and by state statutes. Its operations are governed by state and federal law and by actions of the Commissioners Court.

Commissioners Court

The Commissioners Court consists of four County Commissioners; each elected by the voters of a Commissioners precinct, and a County Judge, elected by all of the voters of the County. Officials are elected for a four-year term. The Commissioners Court is the chief policy, administrative, and executive branch of County government.

County Operations

County operations are conducted through departments and offices; each administered by an elected public official or an appointed department head.

Employment

At Will Employment

Employment with Williamson County is on an at-will basis*:

- An employee may resign at any time, with or without notice.
- Williamson County may terminate the employment relationship at any time, with or without cause or notice.
- Williamson County may change the terms and conditions of employment at any time, with or without notice.

*Excluding employees under Civil Service within the Sheriff's Office.

Equal Employment Opportunity & ADA Compliance

Williamson County is committed to providing a workplace free of discrimination. All employment decisions (hiring, compensation, promotions, terminations, etc.) are made without regard to any covered or protected class as defined by law and applicable statements of the law by the Equal Employment Opportunity Commission (EEOC) or disability as defined by the Americans with Disabilities Act and applicable state laws, including those enforced by the Texas Workforce Commission. If an employee requires an accommodation due to a disability, contact the Human Resources Department.

Employment Status

- Full-time: Full-time positions are scheduled to work consistently 30 or more hours in a pay week.
- Part-time: Part-time positions are scheduled to work no more than 29 hours in a pay week and are not eligible for benefits or longevity pay.
- Temporary: Temporary employees are limited to working 130 days in a rolling calendar year. They are not eligible for TCDRS retirement, benefits, holidays, leave time, or County longevity pay. They are limited to no more than 29 hours in a pay week, unless they fall under the subcategory of a Seasonal Employee.
    - Seasonal: Temporary employees may be classified as seasonal and customary and work up to 40 hours in a pay week if they meet the following criteria: (i) by the nature of the position an employee typically works for a period of six months or less, and (ii) the period of employment should begin each calendar year in approximately the same part of the year, such as summer or winter. Please contact your HR Generalist to determine the parameters for any temporary employees.

Position Classification

Positions are classified as exempt or non-exempt based on the definitions and requirements of the Federal Labor Standards Act (FLSA).

- Exempt: Exempt positions are salaried positions which are not eligible for overtime or compensatory time.
- Non-Exempt: Non-exempt positions are hourly positions which are eligible for overtime pay or compensatory time as determined by County policy.

*All full-time, part-time, and temporary employees must reside within the State of Texas during the scope of their employment.

Employment

Overtime		
Classification	**Eligibility**	**Accrual**
Exempt	**NO**	Exempt employees are not eligible for overtime compensation.
Non-Exempt	**YES**	• Time-and-a-half pay or compensatory time after 40 hours actually worked in a work week. • Determination of pay vs. comp time is based on departmental budget.
Non-Exempt: Department of Infrastructure	**YES**	• Time-and-a-half compensatory time after 40 hours actually worked. • In the event of a public safety emergency, the Senior Director has the discretion to grant overtime pay at time and a half to those employees performing emergency response duties at the request of their supervisor.
Non-Exempt: Public Safety Positions	**YES**	Time-and-a-half overtime pay or compensatory time after 40 hours actually worked.
Non-Exempt: Law Enforcement Positions	**YES**	Time-and-a-half overtime pay or compensatory time after 86 hours worked in a 14-day pay period. The hours worked between 80 and 86 hours, for this period, are compensated at straight overtime pay or compensatory time.
Non-Exempt: Catastrophic Event Pay	**YES**	Upon EOC activation and/or declaration of a local, state or federal disaster, non-exempt essential personnel (EP) may receive time and one-half pay in lieu of compensatory time, once the normal hours required before overtime eligibility have been exceeded.

All overtime must be preapproved by the Elected Official or Department Head. Policy infractions involving abuse of unapproved overtime may result in disciplinary action, up to and including termination. Only hours actually worked are included in the determination of overtime. Sick leave, vacation, holidays, bad weather, and other uses of leave accruals do not count toward the accrual of overtime and will be reduced to balance the timecard to 40 hours per week (or 80 hours per pay period for Law Enforcement employees).* As used above, overtime may refer to accruals of compensatory time or payments.

Compensatory time is limited to 240 hours, all hours above this limit will be paid at time and one-half.

*EMS and Emergency Communications use leave based on scheduled shift hours, rather than the pay period.

Employment

Recruitment

When a position becomes vacant, the position may be posted externally through Human Resources, internally (within the department) by the Elected Official or Department Head or the position may be filled by an applicant that has previously applied for a like position within the past 180 days. The Elected Official, Department Head or their designee will make the final selection in the recruitment process. The chart below generally defines the processes:

Job Posting Options			
Type	**Description**	**Documentation**	**Process**
External Job Posting	Vacant position is posted online through Human Resources.	A request to post must be sent to Human Resources.	Position will be posted through online hiring system for a minimum of five calendar days.
Internal Job Posting	Vacant position is posted internally through email or other written communication method within the hiring department only.	An email or ~~manual~~ written posting may be used to notify employees of the vacancy.	• Notify internal employees of the opportunity and provide instructions on how they must apply (i.e. via resume, email response, etc.). • Applications should be accepted for a minimum of 5 calendar days.
Applicant Pool	Candidate applications submitted in response to job posting.	Contact Human Resources to request applications from a previous posting for a position with the same title and grade within the past 180 days.	Applications will be provided through the online hiring system for the hiring manager to review.

Candidate Selection Process

All candidates being considered should meet the minimum requirements for the position and should go through a consistent screening and interviewing process. Once a candidate is selected, the hiring manager must notify Human Resources to complete the final steps in the hiring process.

Nepotism

Nepotism is the hiring or influencing others to hire relatives without regard to merit. The County and the Texas Government Code Chapter 573 outline specific rules prohibiting the appointment, confirmation of appointment, or voting for the appointment (or confirmation of appointment) of a relative. Refer to the Texas Government Code Chapter 573 (Relationships by Consanguinity or by Affinity) for additional clarification. The Commissioners Court will not affirm any employee who is related to another employee within their chain of command or reporting structure.

Changes in relationships which may violate this policy must be immediately reported to Human Resources

Employment

Hiring Post TCDRS Retirement

Williamson County elected officials, department heads, or other agents of the County may not make any prior commitments, agreements, or arrangements to rehire a Williamson County TCDRS retiree. Any retiree selected for a position with Williamson County will require pre-approval from the Human Resources Department due to TCDRS rules. If the retiree is on Williamson County retiree health benefits, the benefit-enrollment waiting period still applies.

Pre-Employment Screening

Potential employees of Williamson County may be required to submit to a criminal history check, physical exam, drug screening or other job-specific screening prior to employment. Any job offer is contingent upon successfully completing and meeting the requirements of these screenings. If additional information is received after employment begins which fails to meet the screening requirements, the employment relationship may be terminated. False information provided by an applicant will disqualify the applicant from consideration, or if discovered after employment begins may result in termination.

Post Hire

New Employee Orientation

All new employees must complete new employee orientation before the end of the pay period in which they are hired.

Direct Deposit

Direct Deposit is strongly recommended. The first paycheck will be mailed to the address of record, as could the first paycheck whenever changing banking institutions or account information. Pay remittance slips can be viewed and printed online located on the Wilco Self Service site in Oracle.

Texas County and District Retirement System (TCDRS) Contributions

All officials, part-time and full-time employees are required to participate in the Texas County and District Retirement System (TCDRS) as a condition of employment. Temporary employees are exempt from participation as specified by Retirement System regulations. The required contribution is deducted from an employees pay each pay period.

Employment

Transfers

Employees transferring from one County office or department to another should give at least a two-week written notice to their current official/department head. The current official/department head may waive the two-week period. If an employee status changes from a non-exempt to an exempt position, the employee's current compensatory time balance will be paid out as of the last day in the non-exempt position and at the hourly rate for the non-exempt position. Compensatory time will also be paid out when a non-exempt employee transfers from one County department to another. If an employee transfers from a position that allows for a higher vacation or sick leave balance, the amount that is in excess of the limit for the new position will be forfeited.

Transfers to and from WCCHD, Museum or CSCD are considered employment separations.

Separation of Employment

Employees are encouraged to provide at least a two-week written notice in order to resign in good standing. The last day of employment is the last day the employee is present at work. Leave time cannot be used on the last day of employment, with the exception of USERRA leave, administrative leave or medical leave covered under or at the conclusion of FMLA. In some cases, the last day of employment may be adjusted after a review and approval process involving the department, Human Resources, and the County Auditor's Office. At the discretion of the Elected Official or Department Head, the resignation may be accepted immediately or at any time within the resignation notice period. In the event that an employee passes away, the last date of employment will be the last date worked or the last day on approved leave with the exception of vacation leave. Employees must return all Williamson County property immediately upon request or upon termination of employment. Any items not returned may be deducted from the final paycheck for certain eligible employees.

The following will be paid on the final paycheck or when County assets have been disabled/returned to the County:

- Eligible accrued vacation time
- Comp time
- Unused holiday time banked prior to October 1, 2014

Adjusted Service Dates for Rehired Employees (Non-retirement)

Employees rehired into a full-time position within 90 days from his/her last employment within a full-time position, will be reinstated with service time based on a calculated adjusted service date. The adjusted service date is the original date of full-time employment minus the number of break in service days either not employed with the County or working in a part-time capacity. The adjusted service date will also be used for determining vacation and County longevity accrual rates. Employees rehired 91 or more days after separation of employment will not receive service credit for previous employment, unless a one-time exception, that cannot exceed a one-year break in service, is awarded based on review and approval by Human Resources (factors considered include high turnover positions, knowledge, skills and abilities of a former employee or other special circumstances). Request for the one-time exception must be received by Human Resources within 30 days following rehire date. Any resulting change to longevity amount paid will not be effective until budget funds are available. Retroactive payments will not be made for payments missed pending budget funds availability.

Refer to the Uniformed Services Employment and Re-employment Rights Act (USERRA) for reemployment rights if the break in service is related to active military leave. Contact the Human Resource Department for assistance.

Work Environment

Communications to Employees

All employees are assigned a County email address. County email is the official communication tool for employee communications. All employees are responsible for accessing and reviewing their County email on a regular basis.

PowerDMS, a document management system, will be utilized to disseminate County policy documents and informational memos. Employees will be responsible for the review and electronic receipt acknowledgement of County communications in PowerDMS.

Breaks

Supervisors may schedule breaks to accommodate operating requirements. County offices are encouraged to stay open during the noon hour to better serve the public. Supervisors will inform employees of breaks, if any, and the break schedule. The Fair Labor Standards Act (FLSA) does not require employers to provide breaks or meal periods to employees.

- Breaks of less than 20 minutes will not require the employee to clock out and will be considered compensable time while on County property.
- Breaks of more than 20 minutes (i.e. errands) or offsite will require non-exempt employees to clock out and not perform any work during that time.
- Lunch breaks will be for a period of not less than 30 minutes, during which non-exempt employees clock out and may not perform any work.

Lactation breaks

For up to one year after a child's birth, any employee who is breastfeeding her child will be provided reasonable break times as needed with the same rules for breaks. During lactation breaks in which non-exempt employees clock out, they may not perform any work. Williamson County has designated certain rooms for this purpose. Employees who work off-site or in other locations will be accommodated with a private area as necessary.

Reporting Time Worked and Leave Time

Timesheets must be approved and signed off, by the employee and department designee, on the day indicated on the payroll calendar by the time indicated by the Auditor Payroll Department. Employee timesheets must be balanced to their regularly scheduled hours for the work week.

- Nonexempt: Employees must report all hours worked and leave time taken in the timekeeping system.
- Exempt: Employees do not enter the hours worked, but must record leave time such as sick or vacation in the timekeeping system. Holiday time is preloaded for all exempt employees. Payroll must be contacted to adjust holiday time if an exempt employee works on the holiday.

Time records are a governmental record and according to Texas Penal Code Section 37.10 you are tampering with a government record if you knowingly submit your time record inaccurately.

Employee Leave Policies

Employees accrue vacation and sick leave on the last day of each pay period. The leave accrual will be adjusted when employees have any unpaid leave, with the exception of workers compensation. The leave chart within this section provides the policies related to the various leave types authorized by the County.

Leave Chart

Use of leave accruals must be approved by the Elected Official or Department Head

**Employees are encouraged to take leave throughout the year, as business needs can change and leave approval is not guaranteed.*

Type	Rate of Accrual	Max Accrual / Payout	Policy
VACATION	< 5 years = 3 Hours 5 minutes per pay period	80 hours	• Changes in work schedules may result in adjustments to leave balances & accruals. • Part-time employees earn 1.5 hours per pay period with the same max accrual as full-time employees. • Proration may occur for full-time employees who work less than 30 hours per week. • Contact Human Resources for more information.
	5 to < 10 Years = 4 hours 37 minutes per pay period	120 hours	
	10 + years = 6 Hours 10 minutes per pay period	160 hours	
VACATION (EMS Paramedics on 48-hour shifts)	< 10 years = 5 Hours 32 minutes per pay period	144 hours (6 shifts)	
	10+ years = 6 Hours 27 minutes per pay period	168 hours (7 shifts)	
SICK LEAVE 480 hours accrual max	4 hours per pay period	N/A (Not paid at termination)	• May only be used for illness, or mental health, medical and preventive appointments for employee or qualifying family member, as defined by FMLA. • May not be used to care for a newborn child or the placement of a child with the employee for adoption or foster care without certification from the treating physician of the child having a serious medical condition. • May be required to provide documentation. • Not a substitute for vacation. • Part-time employees earn 1.5 hours per pay period with the same max accrual as full-time employee (Effective 10/1/16).
SICK LEAVE (EMS Paramedics on 48-hour Shifts) 672 hours accrual max	6 hours per pay period	N/A (Not paid at termination)	
FLOATING HOLIDAY*	2 (8-hour) days per fiscal year (Effective October 1, 2017) Does not roll over	N/A (Not paid at termination)	• Only available to full-time employees. • Available to new hires as of start date. • Must be used by end of fiscal year. • EMS Paramedics will receive up to 12 hours per day based on regular shift assignment.
HOLIDAY*	• Part-time employees receive 4 hours • Full-time employees receive 8 hours	N/A (Not paid at termination)	• Dates are established by Commissioners Court and are subject to change annually. • Employee must work or be on approved paid leave the day before and after the holiday. • EMS Paramedics will receive up to 12 hours per day based on regular shift assignment. • Holiday hours may not be applied before earned on the actual holiday date. • For information on application of holidays during FMLA leave, contact HR.

***Refer to Public Safety Adjustment policy details within this table.**

Leave Chart

Use of leave accruals must be approved by the Elected Official or Department Head

**Employees are encouraged to take leave throughout the year, as business needs can change and leave approval is not guaranteed.*

Type	Rate of Accrual	Max Accrual	Policy
BANKED HOLIDAY LEAVE*	Up to eight (8) hours per occurrence, determined by number of hours worked on the holiday.	200 hours	• Holiday hours may be banked when an employee works on the actual holiday and will match the hours worked, up to a maximum of eight (8) hours. • Will not be paid upon termination if earned after 10/1/14. • Banked Holiday accruals earned before 10/1/14 will no longer be paid out upon termination after 10/1/24.
BEREAVEMENT LEAVE*	2 (8-hour) days per fiscal year; does not roll over	N/A (Not paid at termination)	• May be granted to full-time employees following the death of a friend or family member at the discretion of your department's leadership. • Documentation may be required. • EMS Paramedics will receive up to 12 hours per day based on regular shift assignment. • Up to two (2) additional days may be approved by HR for the death of an immediate family member (spouse, child, sibling, parent, legal guardian, spouse's parent, child's spouse, or other individual for whom the employee stands "in loco parentis.") ~~See Basic FMLA policy or c~~Contact HR for further information.~~).~~ • The additional bereavement leave may be requested via online form submission and upload of required documentation.
PUBLIC SAFETY ADJUSTMENT	4 hours per paid holiday, floating holiday, and bereavement day allotted; does not roll over	N/A (Not paid at termination)	• Includes positions in Law Enforcement, Corrections and Emergency Services with some exceptions. • Max of 4 hours per shift and must be used with 8 hours of holiday, floating holiday, or bereavement to cover shift as scheduled. • Contact Human Resources regarding application of Public Safety Adjustment accruals within FMLA.
BAD WEATHER	As determined by order of the County Judge	N/A	• Employee must be at work or scheduled and ready for work on the day of office closure. • Employees on approved leave of any type are not eligible. • If office closure continues beyond five (5) consecutive days, employees must use vacation pay, compensatory time, personal holiday or unpaid leave unless otherwise determined by Commissioners Court.
CIVIL LEAVE	Includes jury duty, voting, work related court summons, USERRA (Uniformed Services Employment & Re-employment Rights Act)	N/A	• Employee must show jury duty summons to their supervisor and must return to work if time permits. County employees will be paid if they are required to miss their regularly scheduled work shift, in addition to the jury pay from the court. • Time off to vote may be approved due to unusual circumstances, please refer to State of Texas Regulations. • Civil Leave may be approved when an employee is summoned to testify for a case that is work related only. • Paid military leave will be granted for eligible military service in accordance with Government Code Section 437.202 and as defined in the Military Leave Policy section within this manual. • Contact HR for further information related to USERRA leave and benefit continuation.

***Refer to Public Safety Adjustment policy details within this table.**

Leave Chart

Use of leave accruals must be approved by the Elected Official or Department Head

**Employees are encouraged to take leave throughout the year, as business needs can change and leave approval is not guaranteed.*

Type	Rate of Accrual	Max Accrual	Policy
COMPENSATORY LEAVE	Refer to Overtime Policies for accrual.	240 hours	• Must be used before vacation time.
ESSENTIAL PERSONNEL LEAVE	As determined by order of the County Judge	N/A	• Essential Personnel Leave is granted when exempt employees must work outside their regular schedule during an office closure that has been declared by the County Judge. • FEMA reimbursement is possible. • Essential Personnel leave must be used before the end of the current fiscal year.
PAID QUARANTINE LEAVE	Used by eligible employees who are ordered by their supervisor or the Local Health Authority to quarantine or isolate due to a possible or known exposure to a communicable disease while on duty.	N/A	• As defined by ~~HB 2073~~Texas Government Code 180.009, eligible County employees include peace officers, corrections officers, paramedics, and emergency medical technicians employed by, appointed by, or elected for a political subdivision. • Covers all employee benefits, including compensation for all regularly-scheduled shift hours, leave accruals, retirement benefits, and health plan benefits for the duration of the leave. • Quarantine reimbursement requests may also be submitted for reasonable related costs. • Contact HR for more information.
WORKERS COMPENSATION LEAVE	Used by employees who must miss work due to an on-the-job injury. Contact HR for more information	N/A	• Any on-the-job injury must be reported immediately. Failure to report within 30 days of the injury may result in a denial of benefits including leave (Texas labor code Sec.409.001). • Workers' Compensation is administered by Risk Management. In cases requiring FMLA, leave time will be administered in ~~Kronos~~ the County timekeeping system by Human Resources. • Medical expense coverage is dependent upon compliance with the contracted workers' compensation network of providers and facilities. A signed network acknowledgement is required at time of hire. • FMLA can run concurrently with lost time under workers' compensation and may provide for medical insurance continuation if you are receiving workers' compensation income benefits.

Wilco PTO leave time is applied in the following order:
1) Compensatory time 2) Vacation leave

Note: *All leave accruals are based on time actually worked by the employee. Leave accrues at the end of the pay period and will be adjusted or removed if the employee has any unpaid leave, other than workers compensation, in the pay week.*

Military Leave

Paid Military Leave	• The first 15 business days (per fiscal year) of Military Leave will be paid without the requirement of leave usage by the employee. Beyond the first 15 days the employee may choose to use ~~vacation~~ available leave accruals (excluding sick accruals) or be placed on leave without pay (LWOP). • Up to seven additional paid military leave days may be applied in accordance with Government Code Section 437.202, as required relating to Emergency Orders issued by the Governor.	
Uniformed Services Employment and Reemployment Rights Act (USERRA)	**Definition**	The Uniformed Services Employment and Reemployment Rights Act (USERRA) provides employment protections for service members, subject to rules and exceptions as defined by the U.S. Department of Labor's Veterans' Employment and Training Service (VETS).
	Eligibility	USERRA applies to employees who perform duty, voluntarily or involuntarily, in the "uniformed services," which include the Army, Navy, Marine Corps, Air Force, Coast Guard, and Public Health Service commissioned corps, as well as the reserve components of each of these services. Federal training or service in the Army National Guard and Air National Guard also qualify for rights under USERRA.
	Provisions	USERRA prohibits employment discrimination against a person because of past military service, current military obligations, or intent to serve. USERRA provides rights related to reemployment upon conclusion of military service, and medical benefit coverage continuation during, or reinstatement after, leave for military service.

Employee Responsibilities	**Activation**	• Notify your supervisor and HR of need for military leave
		• Submit online Paid Military Leave Activation form, including:
		  ○ Dates of military service
		  ▪ Electronic upload available for supporting documentation
		  ○ Contact information
		  ○ Elect usage of vacation accruals or Military LWOP after paid military leave hours are exhausted.
		  ○ Elect whether to retain benefit coverage during leave (benefit premiums will apply).

	During Leave	• Provide notification of any change in duration to HR.
	Return To Work	• Notify your supervisor and HR of your intent to return to work within the allowable timeframe following end of military orders. • Provide your discharge documents to HR. ○ Return-to-work scheduling will not be impeded by any delay in government issuance of discharge paperwork. • Contact Benefits department to reinstate your benefit coverage if not maintained during leave. • Contact TCDRS to restore your service time credit and the opportunity to contribute missed deposits.
Resources	• Wilco HR Military Leave site page • Paid Military Leave Activation form • Department of Labor USERRA website • USERRA Rights Poster • Contact HR for further information	

Family Medical Leave Chart

As required by law, Williamson County will permit eligible employees to take family or medical leave ("FMLA leave"), in accordance with the terms of this policy. If this policy conflicts with the Family and Medical Leave Act (FMLA), eligible employees will be afforded the rights required by law.

Eligibility	• Worked for the County for at least 12 months. • Worked a minimum of 1250 hours in the last 12 months.

Basic FMLA

The Family and Medical Leave Act (FMLA) entitles eligible employees to take job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave.

The FMLA only requires that employers provide unpaid leave, however employees' ~~may use~~ accrued paid leave will be applied throughout the duration of their leave until accruals are exhausted, in accordance with this policy (see section on concurrent application of available leave accruals, below). Either continuous or intermittent FMLA leave may be granted to meet the needs of the employee, as medically certified by the healthcare provider. Employees are allotted a period of 15 calendar days for completion of certification forms by the healthcare provider. Therefore, the certification may be received by Human Resources after an employee is already taking leave for an unscheduled medical necessity. Work shall not be performed during continuous FMLA leave. All time worked by non-exempt staff during intermittent leave shall be reported in ~~Kronos~~the County timekeeping system. All unworked time during intermittent leave, for either exempt or non-exempt employees, shall be reported via online form and FMLA-coded leave entries will be administered by HR. FMLA fraud or abuse will be investigated and may result in disciplinary action, up to and including termination.

Entitlement	**Qualifying Reasons/Policy**

• 12 weeks ~~(480 hours)~~ job-protected leave per rolling calendar year; if eligibility and qualifying reasons are met, including relationship rules.
• 12 weeks of FMLA leave accrual tracking will be recorded as follows:
  • Eligible Part-Time employees: 240 hours
  • Eligible Full-Time employees: 480 hours
  • Eligible EMS Paramedics: 504/672 hours, based on work schedule
	Specified family and medical reasons:
	• Employee's own serious health condition, defined as an illness, injury, impairment, or physical or mental condition that involves either inpatient care or continuing treatment by a health care provider. An FMLA serious health condition generally involves a period of incapacity.
	• To care for employee's spouse, child, or parent who has a serious health condition.
	  • Employees requesting leave to care for an immediate family member with a serious health condition may be required to submit proof of the familial relationship, such as a birth certificate or marriage license.
	  • An affidavit will be required for cases in which:
	  ○ An employee stands "in loco parentis," acting in the role of a parent for a child under the age of 18, or 18 years-old or older and incapable of self-care because of a mental or physical disability; or
	  ○ An employee serves as Attorney-in-Fact for an otherwise non-covered family member who is incapable of self-care because of a mental or physical disability.
	• The birth of a child.
	• To care for a newborn child within one year from birth. *
	• The placement of a child with the employee for adoption or foster care within one year of placement. *
	*Employees are not eligible to utilize sick leave without certification of the child having a serious medical condition. See Baby Bonding policy for additional details.

	Concurrent application of available leave accruals: • Eligible employees with accrued leave will have the leave applied in the following order when the leave is related to a serious medical condition: sick, PTO, essential pay, banked holiday, floating holiday. • Eligible employees with accrued leave will have the leave applied in the following order when the leave is not related to a serious medical condition: PTO, essential pay, banked holiday, floating holiday. • Holiday leave will not bank, it will be utilized in the week earned. • In the event that all available time-off accruals become exhausted during FMLA leave, the employee will enter an unpaid leave status. Contact HR regarding possible Sick Leave Pool eligibility, benefit premium deduction repayment schedule, and any other leave questions.

Family and Medical Leave Chart

As required by law, Williamson County will permit eligible employees to take family or medical leave ("FMLA Leave"), in accordance with the terms of this policy. If this policy conflicts with the Family and Medical Leave Act ("FMLA"), eligible employees will be afforded the rights required by law.

Military Family Leave – Qualifying Exigency Leave

Eligible employees can take up to 12 weeks of FMLA Leave (with or without pay) for a "qualifying exigency" arising out of the deployment of the employee's spouse, son, daughter, or parent ("Military Member") who is a member of the Armed Forces (including the National Guard and Reserves) and who is on covered active duty or has been notified of an impending call or order to covered active duty.

Williamson County requires eligible employees to use accrued paid leave concurrently with Qualifying Exigency Leave and it will be applied in the following order: PTO, essential pay, banked holiday, floating holiday.

Military Member:

1. Employee's Spouse:
   - Includes husband or wife as defined or recognized in the state where the individual was married, including common law marriage or same-sex marriage.
2. Employee's Son or Daughter:
   - Includes biological, adoptive, step or foster child, a legal ward, or a child for whom you stood in loco parentis, and who is of any age.
3. Employee's Parent:
   - Includes biological, adoptive, step or foster parent or any other individual who stood in loco parentis to you when you were a child.
   - Excludes parents "in law."

Covered Active Duty:

1. Regular Armed Forces:
   - Duty during deployment of the military member with the Armed Forces to a foreign country.
2. Reserve Components of Armed Forces (National Guard and Reserves):
   - Duty during deployment of the military member with the Armed Forces to a foreign country under a call or order to active duty in support of a contingency operation.
3. "Foreign Country" means an area outside of the United States, the District of Columbia, or any Territory or possession of the United States. It also includes deployment to international waters.

Qualifying Exigency Categories:

1. Short-notice deployment (limited to 7 days of leave),
2. Military events and related activities,
3. Childcare and related activities,
4. Financial and legal arrangements,
5. Counseling,
6. Rest and recuperation (limited to 15 days of leave),
7. Post-deployment activities,
8. Care for a military member's parent,
9. Additional activities that the County agrees are qualifying exigencies.

If you have any questions regarding whether your situation is a qualifying exigency under the FMLA, please contact Human Resources.

Certification Requirements:

The County may require certification providing the appropriate facts related to the qualifying exigency sought, including, but not limited to:

- Military member's active-duty orders;
- Rest and Recuperation orders;
- Third-party contact information; and/or
- Other documentation confirming the dates of the military member's leave or support for the qualifying exigency sought.

The County may also contact the Department of Defense to verify a military member's active-duty status.

Family and Medical Leave Chart

As required by law, Williamson County will permit eligible employees to take family or medical leave ("FMLA leave"), in accordance with the terms of this policy. If this policy conflicts with the Family and Medical Leave Act ("FMLA"), eligible employees will be afforded the rights required by law.

Military Family Leave – Military Caregiver Leave

An eligible employee, who is the spouse, son, daughter, parent, or next of kin of a covered service member or covered veteran, can take up to 26 workweeks of FMLA Leave (with or without pay) to care for the covered service member's or covered veteran's serious injury or illness ("Military Caregiver Leave").

Williamson County requires eligible employees to use accrued paid leave concurrently with Military Caregiver Leave and have it applied in the following order: sick leave, compensatory time, PTO, essential pay, banked holiday, floating holiday.

Eligible spouses who both work for the County must split the 26 workweeks for a shared service member or veteran. If an eligible employee takes both Military Caregiver Leave and any other FMLA Leave, the total combined leave may not exceed 26 workweeks during a single 12-month period.

Covered Service Member:

1. A "covered service member" is a current member of the Armed Forces (including the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, or is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.
2. A "serious injury or illness" means an injury or illness that was incurred by the member in the line of duty on covered active duty in the Armed Forces (or existed before the beginning of the member's covered active duty and was aggravated by service in the line of duty on covered active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating.

Covered Veteran:

- A "covered veteran" is a veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the Armed Forces (including the National Guard or Reserves) who was discharged or released under conditions other than dishonorable and was discharged within the five-year period before the eligible employee takes Military Caregiver Leave.
- A "serious injury or illness" means an injury or illness that was incurred by the veteran in the line of duty or that existed before the veteran's active duty and was aggravated by service in the line of duty and that is either:
  (1) a continuation of a serious injury or illness that rendered the service member unable to perform the member's military duties; or
  (2) a physical or mental condition that qualifies the veteran for certain benefits from the Department of Veterans Affairs; or
  (3) a physical or mental condition that substantially impairs the veteran's ability to work.

Relationship to service member/veteran:

1. Spouse, Son, Daughter, Parent – *see* Qualified Exigency Leave Chart
2. Next of Kin:
   - Nearest blood relative, other than current spouse, parent, son, or daughter in following order of priority:
     - Blood relative designated in writing by service member/veteran as NOK for FMLA purposes;
     - Blood relative who has been granted legal custody of service member/veteran;
     - Brothers and sisters;
     - Grandparents;
     - Aunts and uncles;
     - First cousins.

Certification Requirements:

Certification for the serious injury or illness of the covered service member or covered veteran may be required. The employee must respond to such request within 15 days or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. Such certification must be supported and completed by (1) an authorized health care provider, or (2) for service members, by submitting a copy of an Invitational Travel Order (ITO) or Invitational Travel Authorization (ITA), or (3) for veterans, by submitting a copy of a Veterans Affair Service-Related Disability Rating (VASRD). In addition to the certification documents, the employee may be required to provide confirmation of family relationship and documentation of discharge date and status.

Family and Medical Leave Chart

Information and Resources

Please contact Human Resources for additional information on the following:

~~Since the laws and regulations governing basic FMLA, military leave, and military family leave frequently change, if you have any military related leave request, please check with Human Resources to determine eligibility under the then current applicable rules.~~

• Restoration of Employment • Employee Benefits • Group Health Benefits	• Certification of Health • Relationship to PTO • Notification • Status Reports	• Leave Without Pay (LWOP) • Intermittent Leave • Failure to Return from FMLA Leave • Baby Bonding FMLA Leave

[Informational resource links inserted here in published version.]

Administrative Leave

Occurrences of administrative (admin) leave with or without pay are rare, but may be appropriate when the Department Head believes immediate action is necessary to protect an employee, the Department, the public, and/or needs additional time to investigate an employee's performance or behavior. Admin leave, with or without pay, temporarily suspends employees job duties.

Type	Department	Policy
Administrative Leave (with pay)	Non-Elected & Elected Offices	• May not be used during or to extend FMLA. • Paid admin leave lasting more than ten days will require approval of the County Judge for non-elected offices only. • If the County Judge denies a request to grant admin leave with pay in excess of ten days, the non-elected office may appeal such denial to Commissioners Court. • The employee will be paid base wages, this will not count as hours worked for overtime purposes. • Medical benefits will continue at active employee rates. • The employee must contact his/her supervisor weekly and remain available to return to duty with 12 hours' notice. • If the employee returns to work, he/she shall receive full credit for any ~~suspended accruals/~~County longevity/supplemental pay, unless determined otherwise.
Administrative Leave (without pay)	Non-Elected & Elected Offices	• Employees may only be placed on admin leave without pay for serious infractions of workplace conduct policies. • Full days/full week periods are administered for exempt employees on admin leave without pay (partial days will not be granted). • Employees may not substitute accrued paid leave during unpaid admin leave. • Employees must coordinate payment of medical and dental benefits with the HR Department. • Employees may be required to periodically contact their supervisor.
Administrative Leave (with or without pay)	Non-Elected Offices	• Department heads and appointed positions who are direct reports to Commissioners Court may place an employee on admin leave with or without pay with HR consultation. • Subject to the oversight of Commissioners Court. • HR will provide proper notices/estimated time duration to the employee that is placed on admin leave with or without pay.
Administrative Leave (with or without pay)	Elected Offices County Auditor's Office Juvenile Services	• Must provide the ~~Senior Director of HR~~Chief People Officer with written notice that sets forth: the name of the employee being placed on admin leave, whether admin leave is with pay or without pay, and the estimated duration of the leave. • If the employee is reinstated or terminated the Elected Official/Appointed Official must provide the ~~Sr. Director of HR~~Chief People Officer with the time and date of the employee's reinstatement/termination.
Reinstatement	Non-Elected & Elected Offices	• The County does not guarantee the reinstatement of an employee on admin leave, unless reinstatement is required by some other protected leave.
Other Information	Non-Elected & Elected Offices	• Requests for admin leave with pay for any grant-funded position must be preapproved by HR and Audit prior to leave usage. • Paid leave will not be accrued for any pay week in which an ~~while~~ employee is on ~~any~~ admin leave without pay ~~for one or more full pay periods~~. • County longevity or supplemental pay ~~shall~~ may not be paid while employee is on any admin leave for one or more pay periods. • Supplemental pay is defined in the budget order. • If paid or unpaid admin leave exceeds 13 weeks, the employee will no longer be eligible for county benefits under the Affordable Care Act (ACA).

Elected Officials are strongly encouraged to comply with all administrative leave policies that are applicable to employees in non-elected offices. As a part of the Commissioners Court budgetary responsibilities and fiduciary oversight of public funds, the Commissioners Court will consider the amount of time that an Elected Official has granted in administrative leave during the prior fiscal year. Elected Officials will continue to maintain the right to terminate employees under their sphere of authority or provide harsher penalties, within applicable legal rules, than those that are set out and encouraged herein. Elected Officials are strongly encouraged to consult with the ~~Sr. Director of the Williamson County Human Resources Department~~Chief People Officer prior to placing employees on administrative leave and prior to making reinstatement and termination of employment decisions.

Sick Leave Pool

Membership	Policy
BENEFIT SUMMARY	• Per Texas Local Government Code Sec.157.075: A participating enrolled employee is eligible to use time contributed to the County sick leave pool if: because of a catastrophic injury or illness and the employee has exhausted all the accrued paid leave and compensatory time to which the employee is otherwise entitled. • Provides sick leave to an eligible employee once the employee has exhausted all accrued/ banked paid leave. • The maximum amount of Sick Leave Pool (SLP) time that may be granted per benefit year will not exceed 1/3 of the total amount in the SLP, or 240 hours, whichever is less, at the time of the request for SLP.
ENROLLMENT	• One continuous year of full-time employment must be completed as of first day of open enrollment. • A minimum of 8 Hours and no more than 40 hours must be contributed. • Must enroll each year during benefits open enrollment. • Contributed sick leave hours will be deducted on the first day of the pay period which includes January 1st. • Sick leave balance must meet or exceed employee's selected contribution amount.
QUALIFICATION	• An employee with an illness or injury that makes them unable to perform their job while on approved FMLA for their own catastrophic injury or illness. • SLP time will not be granted to an employee when they are receiving workers' compensation income benefits under the Texas Workers Compensation Act. • SLP time will not be granted beyond the end date of approved FMLA leave (12 week max). • There is no guarantee that an employee will receive or be eligible to be reimbursed for any time that they contribute. • All withdrawal requests must go through an approval process. • Employees cannot receive time from the SLP if they are placed on temporary suspension, administrative leave, authorized non-medical leave without pay or are otherwise terminated.
PROCEDURE	• Employees must apply for permission to receive SLP benefits. (Contact the Human Resources Department for more information) • Upon receipt of the completed SLP benefit request, Human Resources will review the request and FMLA documentation to determine whether the request is approved.
UTILIZATION	• The number of hours granted through the SLP will be based on the FMLA documentation or report of catastrophic illness or injury. • SLP time may only be used for approved workdays and for holidays. • SLP time may not be used to supplement reduced work schedule during Light Duty Assignments outside of FMLA. • SLP benefits end when the employee returns to work, exhausts the SLP benefit, exhausts eligible FMLA leave time, upon separation, suspension, or administrative leave.
CONTRIBUTIONS	• Employee contributions of sick leave hours are irrevocable. • Sick leave hours that are contributed become the property of the SLP and cannot be returned. • Time contributed to the SLP cannot be designated to a particular employee. • If, at any time, the SLP balance falls below two times the number of members, each member will be required to contribute eight additional hours to maintain membership. • An employee separating from employment may contribute up to 80 hours of sick leave to the SLP. • All unused time that was granted to an employee from the SLP shall be returned to the pool.
DISCLAIMER	• The County may discontinue and/or terminate the SLP program without cause, legal repercussions, or ramifications with 120 day written notice to all participating employees. • If any provision of this SLP is determined to be invalid or unenforceable, it is the intention of the County that the provision will be reformed to the best extent possible in its sole discretion. • The guidelines, terms, and conditions of this SLP program may be amended at any time. The Commissioners Court must approve any recommended amendment.

Benefits

Benefits

Williamson County offers an excellent comprehensive benefits package to all full-time employees. Benefits are administered by the Benefits Administration team, which is a division of the Human Resources Department. Benefit plans are reviewed annually by the Benefits Committee, which has the responsibility to make final recommendations to the Commissioners Court for approval. Additional benefit information is provided in the chart below. Click to see the Benefits Guide or go to the **Benefits Portal** for more details.

Benefits

- Full-time employees are eligible for medical, vision, dental, group term life, voluntary term life, FSA and voluntary supplemental benefits coverage on the first of the month following the completion of 30 days of employment.
- The new-hire benefit enrollment period is 10 calendar days starting from the date of hire.
- Current employees can make changes to benefits only during open enrollment or due to a qualified life event.
- If an employee is on leave under USERRA, it is the employee's responsibility to cancel benefits if they are no longer needed.

Type	Policy	Premium Payment
Medical, Vision, Dental	• Full-time employees must enroll during new-hire enrollment period, open-enrollment period, or due to a qualified life event.	• Employees are responsible for the employee portion of all benefit premiums. If an employee is on leave without pay (LWOP), for any reason, unpaid premiums must be paid through payroll deductions upon return to work. • Employees who do not return to work, after LWOP, are responsible for unpaid premiums. • Failure to pay premiums will result in termination of benefits. Benefits termination will be determined based on the last payroll deduction. • Upon retirement, the retiree benefit premiums must be paid prior to the month of coverage.
Voluntary Term Life	• Full-time employees may purchase additional voluntary life insurance for themselves and their dependents during the above-mentioned enrollment periods. If not selected during initial new-hire enrollment, or if there is a gap in coverage, Evidence of Insurability will be required by the insurance carrier at enrollment, and coverage will be dependent upon carrier approval.	
Short Term Long Term Disability (STD/LTD)	• Full-time employees may select STD/LTD during the above-mentioned enrollment periods. If not selected during initial new-hire enrollment, or if there is a gap in coverage, Evidence of Insurability will be required by the insurance carrier at enrollment, and coverage will be dependent upon carrier approval.	
Flex Spending Account (FSA) Health & Dependent Care	• Full-time employees may elect FSA during the above-mentioned enrollment periods. Maximums may apply.	• If an employee is on leave without pay, for any reason, the employee is responsible for the elected benefit deduction to be paid within the same elected tax plan year as the elected benefit. • Upon return from leave, benefit deductions will be recalculated based upon the number of the remaining pay periods within the tax year. • If contributions are unpaid, benefits may be terminated back to the last date of the pay period in which premiums are paid.
Health Spending Account (HSA)	• May only be elected in conjunction with enrollment in the High Deductible Health Plan. • Full-time employees may elect HSA during the above-mentioned enrollment periods. • Maximums may apply.	• Contributions may be made by both the County and the employee. See the benefit guide for details.
Group Term Life	• Full-time employees receive group life insurance for themselves and covered spouse/children at no cost. • Dependents must be added by employee at time of enrollment.	• Premiums paid by employer regardless of active employee status.
Voluntary Supplemental Benefits	• Full-time employees may purchase these additional offerings during the above-mentioned enrollment periods. • Evidence of Insurability may be required. Coverage is dependent upon carrier approval.	• If an employee is on leave without pay, premiums must be paid directly to vendors to avoid cancellation. • Once the employee returns to work, premiums will be deducted from paycheck as previously scheduled
Employee Assistance Program (EAP)	• EAP is provided to all full-time and part-time employees and offers 24/7/365 access to short-term counseling, WorkLife services, legal and financial consultations, ID theft and fraud resolution, wellness tools, and much more.	• EAP is provided at no cost to all full-time and part-time employees regardless of enrollment status in medical benefits. • EAP extends to household members. • The benefit waiting period does not apply to EAP, which is available on start date.

Retirement	• Williamson County has a very generous retirement plan which all full-time and part-time employees are required to contribute to every pay period.	• See additional information on TCDRS in the Employment section. • Visit TCDRS at www.tcdrs.org

Compensation

Compensation Philosophy

Williamson County strives to be an employer of choice and demonstrates the honor and value we place on working in public service. Accordingly, the County's total compensation policy is to be competitive within the relevant, comparable labor markets by:

- Basing our B pay chart positions' minimum salaries on the market median
- Basing our L and C pay chart minimum salaries on the market median plus 2%
- Recognizing outstanding performance and organizational contributions through the use of the merit pay policy
- Maintaining the public trust in the County's financial stewardship
- Ensuring accountability for compliance with all Federal, State, and local laws, as well as County policies

Salary Study

It is the intention of the Commissioners Court that a comprehensive salary study be conducted for every position classification at least once every three fiscal years. Some positions may be reviewed externally or more often based on factors including high turnover, recruitment difficulty or market demand.

**Changes will not be made outside of the salary study process unless the position fits the reclassification/conversion criteria or there is a change in senior leadership.*

Participant	Role and Responsibility	Policy/Process
Commissioners Court	• The Commissioners Court shall set the amount of compensation, office and travel expenses, and all other allowances for County and precinct offices and employees who are paid wholly from the County funds.	• Sec. 152.011, Texas Local Government Code
Human Resources	• Maintains all official job descriptions. • Works closely with departments/offices to clearly understand structure & how each position fits within the organization. • Identifies positions to be reviewed during the current salary study. • Gathers & analyzes market data. • Provides recommendations to the Commissioners Court.	• The position classifications that have been identified for the study will be presented to Commissioners Court. • An initial presentation & other meetings, as necessary, will occur between HR & participating departments/offices throughout the salary study. • Job descriptions & job analysis tools will be reviewed and/or updated prior to data collection. Job Analysis Tools will only be required for conversions/reclasses. Minor updates may be made to existing job descriptions. • Requests will be sent to the identified market entities (see Market below). • Data received will be analyzed & compiled. • Pre-recommendation meetings will occur between HR & department/offices. • Recommendations will be presented to Commissioners Court. • Departments/offices that wish to address Commissioners Court would place an item on the agenda through the normal process. • Job descriptions will be finalized. • All changes will be effective in the new fiscal year following Commissioners Court approval.
Departments / Offices	• Each department/office will select a designated point of contact. • Works closely with HR to ensure that the organization structure and positions are fully understood.	• Attends meetings throughout the process. • Completes job analysis tools as needed.
Market (Based on population, entity structure and/or geographic location)	• Provides substantiated market data for the identified positions.	Counties used for the study will be: Bell, Brazoria, Hays, Montgomery, Fort Bend, Denton, Collin & Travis Cities used for the study will be: Cedar Park, Georgetown & Round Rock

		For L Chart only: Cities used will be: Georgetown, Cedar Park, Round Rock, Leander, and Hutto. For C Chart only: Counties used will be: Hays, Travis, and Burnet. *This list may be amended as needed based on unique attributes of some position classifications

Salary Study Findings

Human Resources is responsible for conducting the salary study and making recommendations to Commissioners Court based on the findings. Recommendations require Commissioners Court approval for implementation.

Recommendation	Policy/Process
Title Change	• A title change may be recommended when it is determined that a new title would better reflect the required job duties, responsibilities and/or market standards. • Some job titles are unique and therefore can only exist in the departments/offices that manage the services of those position types (example: the position title "Corrections Deputy" can only exist within the Sheriff's Office).
Pay Grade Increase	• Pay grade increases may be recommended when the salary study data indicates that the current minimum salary is below market median. • Employees moving up in pay grade will be adjusted to the minimum of the new grade, if current salary is a lesser amount.
Pay Grade Decrease	• Pay grade decreases may be recommended when the salary study data indicates that the current minimum salary is above market median. • An employee with a current salary that is above the new pay grade maximum will not receive a reduction in pay, however, merit eligible positions will be limited to a lump-sum merit. • When the position is vacated, the new offer cannot exceed the pay grade maximum and other hiring policies apply.
FLSA Exemption Status	• Fair Labor Standards Act (FLSA) exemption status will be updated when it is determined that the position is currently misclassified, as required by law. • The update will occur at the beginning of the next pay period following the determination for any position that must be changed from exempt to non-exempt and as determined most appropriate for a change from non-exempt to exempt. • Compensatory time will be paid at the time of the update for positions changing status from non-exempt to exempt.

Compensation

Pay Frequency and Work Week

- Payday is every other Friday, or the last business day prior to any holiday that falls on a Friday.
- A pay period consists of two weeks' pay ending on the Thursday of the week preceding pay day.
- The official work week for County departments is 12:00 a.m. Friday to 11:59 p.m. Thursday unless otherwise notified.
- The official work week for the 911 Emergency Communications Department is 6:00am Friday to 5:59am the following Friday.
- The payroll calendar is located on the Auditor's Portal.

Payroll Corrections

Underpayment: Any underpayment in compensation for 16 hours of regular pay or less, and all overtime or supplemental pay will be processed on the following pay cycle.

Overpayment: No employee is entitled to retain any pay in excess of the amount he or she has earned according to the agreed-upon rate of pay. If an employee has been paid in excess of what he or she has earned, the employee will need to return the overpayment to the County as soon as possible. Any overpayment will be regarded as an advance of future wages and absent repayment, will be offset in whole or in part from the next available paycheck(s) until the overpaid amount has been fully repaid. Each employee will be expected to sign a wage authorization agreement to acknowledge the amount and provide for the offset.

Deductions: Every effort is made to apply deductions accurately. If you have any questions about insurance/benefits deductions, contact the HR Benefits Department. If you have questions about any other deductions from your pay, please contact the Audit/Payroll Department immediately.

Discrepancies: If your pay does not accurately reflect all hours worked, you should report your concerns to Human Resources. Every report will be fully investigated and corrective action will be taken as appropriate based on findings. In addition, the County will not allow any form of retaliation against individuals who report alleged violations of this policy.

Pay Schedules (Pay Charts)

Williamson County has multiple pay schedules that cover all classified positions. These pay schedules are approved by the Commissioners Court. For more information on current pay schedules refer to the internal Human Resources website.

Timeline for Compensation Changes

Salary study changes, approved COLA's, annual tenured based LE and C step increases, and any other compensation changes approved during the annual budget processes are effective the first full pay period in October each fiscal year.

If merit is allocated through HR driven bulk upload, reviews should be completed and merit keyed on the HR-provided spreadsheet. Merit can also be allocated through Oracle and entered by the department throughout the year after the bulk upload until early August.

Compensation

Court Reporters

Employment Status

Court Reporters are non-exempt employees of the County who perform primary duties for the Court and also may have secondary independent contractor jobs preparing transcripts. In this second statutory role, who ordered the transcript and when the transcript is prepared dictates whether the Court Reporter is paid wages for time worked or paid by the page for producing the transcripts.

Work Hours

When Court Reporters are working for the Court, recording and reading back court proceedings, attending court hearings, or preparing transcripts for the Court at work or on special assignment by the Court, these are hours worked that must be recorded. An example of "on assignment by the Court" includes instances where the Court Reporter is required to perform duties at the direction of the Court in another location, or when the Court instructs the Court Reporter to work away from the Court House to complete a transcript for the Court.

Court Reporters are required to accurately record actual time worked for the Court, including time when they are required to be at the Court or at any other designated place to perform work. Any hours worked beyond forty hours in the work week shall be compensated with compensatory leave, pursuant to the County's policy. Vacation leave, sick leave, compensatory leave or holiday leave must be used for any scheduled work time missed during the pay period.

Transcripts Prepared For or Paid By the Court/State/or Local Government

Transcripts (1) prepared for the Court, any judge, another court, County Attorney, District Attorney, Attorney General, State, State Agency, Public Defender, or any other public entity or person, or (2) paid for by the County for a public entity or private attorney, are subject to the following rules:

- Transcripts Prepared During Working Hours
  Transcripts prepared for the public entities and persons listed above as a part of the Court Reporter's daily or assigned duties during work hours shall be paid their salary wages for all hours worked, but no additional pay per page of transcripts prepared at work.
- Transcripts Prepared Outside of Hours Worked
  Transcripts prepared for the public entities and persons listed above, by the Court Reporter on his or her own time and outside of any other work for the Court (i.e. attending, recording and reading back court proceedings), shall be paid the maximum established per page rate for transcripts established by the Court, or State, as may be applicable, for such transcripts prepared by the Court Reporter. Time spent preparing transcripts for these parties outside of work, on the Court Reporter's own time, is not considered time worked and no salary wages or overtime will be paid in relation to this time.
- Private Paid Transcripts
  Private paid transcripts are ordered by third parties such as attorneys, media, etc. Preparation of transcripts, including any portion thereof, for private paid clients cannot be conducted during the normal work hours or utilizing County equipment, office space or supplies. This is an independent contractor relationship between the Court Reporter and the third-party client, and the production of the transcript must be performed outside of hours the Court Reporter performs work for the Court. The fees and collection of payment for these transcripts shall be freely negotiated between the Court Reporter and the third party client, and are not set by the judge who presided over the proceedings.

Compensation

The chart below indicates the policies related to pay increases and decreases due to position changes, vacancies and/or merit. All changes are contingent on budgeted fund availability. Any funds remaining in a department's merit line item will roll over each budget year unless otherwise determined by the Court. Any request outside of these policies will require the approval of Commissioners Court. The effective date for salary and/or position changes should be scheduled to align with the first day of the pay period. Contact Human Resources regarding exceptions for further review.

Salary/Position Changes

Type	Description/Policy	Pay +	Pay –	Approval Process	Additional Information
Merit	• Merit funding can only be used for performance pay increases. • Merit is awarded based on job performance which is evaluated by the applicable department head or elected official. Therefore, an employee must receive a performance evaluation in order to be eligible for a merit increase. • An employee is eligible for merit after 90 days in their current Position Control Number (PCN). For cases involving unique circumstances, such as protected leave status, position reclasses and/or conversions, department leadership may contact HR for further details.	Max of 7% per employee, per budget year* authorized as a merit percentage amount and added to their annual salary. If an employee reaches the maximum of their grade, a lump sum may be issued.	N/A	• Oracle workflow required. • Each processing period will have a cut-off date. • Employee must have completed 90 days of employment by that date. • A line-item transfer form must be submitted in addition to the workflow. • Merit can only be transferred out of the merit line item. • Merit is not transferrable between positions.	• District Court Reporters, Elected Officials, Associate Judges, Director of Juvenile Services, County Auditor, Positions on the LE and C Charts are not eligible for merit increases. • Merit for small departments with 4 or fewer merit-eligible employees who do not roll up to a department with an 8000 account, will be granted merit at 1% higher than the amount approved by the Commissioners Court not to exceed 5%. (i.e. if the Court approves merit at 3%, the small departments will receive 4%) • Verification of evaluation required.
Position Salary Surplus	• Cannot be used for merit increases. • Cannot be requested to be moved between positions outside of November 1 through May 1.	Refer to filling a vacancy, promotion and/or reclassification policies.	N/A	Refer to filling a vacancy, promotion, and reclassification policies.	Contact HR for additional requirements.
Filling a Vacancy	When a current employee separates from employment or position. Applies to B Chart only.	A vacant position may be filled with a salary up to 15% above the minimum of the pay grade, See promotion for current employees	N/A	Oracle Workflow Required	The maximum salary for a position cannot exceed the budgeted annual salary even if the full amount may not be used during the budget year due to the position being vacant for part of the year (i.e. budgeted salary = $30,000, position vacant 6 months = $15,000 not used, when filled the maximum salary cannot exceed $30,000 even though $15,000 is unused).
Retention	An increase in pay that is awarded to an employee, as an incentive to retain them in their current position, when the employee has received a bona-fide job offer from another department or employer or there is a high risk that the employee will be recruited or seek employment for a similar position with another employer or department with a higher salary.	Maximum of 10% above the current salary*.	N/A	• Approval by Commissioners Court; public hearing required if additional funding is needed. Change will be effective on the first pay period after Court approval. • Oracle workflow required. • Verification required.	Contact HR for additional requirements.

Compensation

Salary/Position Changes

Type	Description/Policy	Pay +	Pay –	Approval Process	Additional Information
Certification Pay	Certification pay will be paid to eligible Fire Marshal employees, and eligible Telecommunicators who hold a full-time position in the Communications department with the County. Payment for an entire fiscal year beginning on October 1st will be based on the level of certification held as of September 15th of the preceding fiscal year. For new hires, certification pay will be paid based on certification level at the date of hire. Certification pay does not transfer with an individual employee who leaves a Telecommunications position to accept another position.	• $50 per month for Intermediate Certification; • $100 per month for Advanced Certification. • $150 per month for Masters Certification • This pay must be added into the regular rate of pay when calculating overtime. • Certification pay may move with the employee to accommodate promotions/ position changes within the department.	N/A	Oracle Workflow Required	Must submit a TCOLE document to the Human Resources Department. Funding must be available.
Career Ladder Advancement	A department with an approved career ladder may advance employees according to the parameters established in the career ladder documentation. Must be approved during the annual budget process, or between November 1 and May 1.	• Based on the steps in the chart or career ladder approved by Commissioners Court. • No additional funding is allocated for career ladders. Surplus salary dollars must exist within the departmental budget. • Maximum 10% above current salary.	Based on the steps (when appropriate)	• Submission of request through budget software or during Nov 1 - May 1 timeline, with backup documentation.	Documentation of each position that will advance along with the approved career ladder plan is required at the time of request submission. Contact the HR department for additional rules.
Promotion	• When a current employee is hired into a different position with a higher pay grade. • No additional pay increases in the first 12 months with the exception of merit, retention, or additional promotion.	Max 15% above minimum of the pay grade, or 10% above current salary, including overtime average, whichever is greater (Cannot exceed maximum of pay grade or budgeted amount for position)	N/A	• Oracle workflow required. • HR will partner with Payroll and provide an overtime rate.	Promotions and Merit cannot be processed during the same pay period.
Demotion	When a current employee is hired into a position with a lower pay grade or is demoted to a lower pay grade.	N/A	Maximum decrease to the minimum of the new pay grade.	Oracle workflow required.	• Written justification required. • Salary may remain the same if within the new pay grade. • Demotions within 90 days in Position Control Number (PCN) will revert to prior pay rate. • Contact Human Resources for further information.
Lateral Moves	When an employee moves to another position with the same grade.	Can utilize money on a vacant position up to 15% over minimum of the grade or employee's current salary, if higher.	Can utilize money on a vacant position up to 15% over minimum of the grade or employee's current salary, if higher.	Oracle workflow required.	Contact HR for additional requirements.

Compensation

Salary/Position Changes

Type	Description/Policy	Pay +	Pay –	Approval Process	Additional Information
Shift Transfer	• Current employee is transferred to a different shift with a higher pay grade. • Viewed as lateral move.	Cannot exceed max of pay grade or budgeted amount on the position.	N/A	Oracle workflow required.	
Reclassification	A change in one or more positions which impacts the organization chart of the department or elected office as a result of one of the following: 1. A position conversion is a significant change (defined as 40% or more) to the job description that includes the addition or deletion of significant duties and/or responsibilities. Will include title, grade, and/or FLSA status change. If the conversion results in a position change that is not consistent with the original intent of the position, it will be reviewed by the Budget Office. 2. A minor reclassification (less than 40%) cannot occur outside of the Salary Study process, with the exception of changes that are due to turnover in a key position (elected/appointed official, department head or director) or a change to FLSA status as determined by HR. 3. Submission of reclassification request through the budget software or HR Sharepoint, as determined by the type of request with back-up documentation. A position can only be reviewed for reclassifications during the annual budget, or between November 1st and May 1.	Civilian positions: Minimum of the pay grade or up to 10% above current salary as determined appropriate during the approval process. L and C chart: Minimum of the pay grade or up to same step of current employee's tenure if slot is filled.	Maximum decrease to the minimum of the new pay grade.	Human Resources will review all reclassification requests and recommended changes will be placed on the Commissioners Court agenda for approval. *May require a public hearing	Support documentation required: • Current job description(s), current ORG chart, proposed job description, proposed ORG chart and justification for review (i.e. turnover, added duties, etc.).

- 15% maximum annual (budget year) increase per employee.
  - Includes retention, merit, re-organization, and reclassification.
  - Does not include promotions, career ladder advancements or salary study changes.
- Multiple pay changes cannot be processed within the same pay period.
- Salary changes processed in the HRIS system may result in a nominal rounding variance.

County Longevity Pay

(Excludes Sheriff's Office Commissioned Deputies – Law Enforcement and Corrections)
County longevity pay is based on an individual employee's length of service with Williamson County. Service time with other entities is not recognized.

- County longevity is paid biweekly and begins with the pay period following the completion of five years of employment.
- Full-time employees will accrue the following per pay period:
  $24.00 per pay period after five years of employment
  $48.00 per pay period after ten years of employment
  $72.00 per pay period after fifteen years of employment
  $96.00 per pay period after twenty years of employment
  $120.00 per pay period after twenty-five years of employment
- Part-time employees will no longer be eligible for County longevity effective November 18, 2016.

Statutory Peace Officer Longevity Pay

Exclusive to Sheriff's Office Commissioned Deputies – Law Enforcement and Corrections
Section 152.074, Texas Local Government Code, provides for longevity pay to eligible commissioned deputies of the Williamson County Sheriff's Office ("the Sheriff's Office"). Commissioned deputies of the Sheriff's Office accrue longevity in accordance with Section 152.074(a), Texas Local Government Code, at the rate of $5 per month for each year of service with the Sheriff's Office (up to a maximum of 25 years). Statutory Peace Officer Longevity Pay only applies to commissioned deputies in both the law enforcement and corrections bureaus of the Sheriff's Office. Calculation of years of service includes all years of service as a commissioned deputy with the Sheriff's Office regardless of any gaps in service.

Statutory Peace Officer Longevity Pay begins following the completion of one year of employment with the Sheriff's Office as a commissioned deputy.

The provisions for Sheriff's Office Longevity Pay are set by state statute and are subject to change by legislative amendment. Should any terms in this section and Section 152.074, conflict, the provisions of Section 152.074, Texas Local Government Code, shall control.

Statutory Peace Officer Longevity Pay is paid bi-weekly. Unless otherwise specified, any provisions in this manual pertaining to County Longevity Pay are not applicable to Statutory Peace Officer Longevity Pay.

Statutory Prosecutor Longevity Pay

Chapter 41, Texas Government Code, provides for longevity pay to eligible assistant district attorneys and assistant county attorneys ("assistant prosecutors"). Prosecutor Longevity Pay is available only to the extent the County receives funding from the state comptroller, as provided by Section 41.255(d), Texas Government Code. See Chapter 41 for the complete terms and conditions for Prosecutor Longevity Pay.

Assistant prosecutors are eligible for Prosecutor Longevity Pay if the assistant prosecutor:

1. is a full-time employee on the last day of the state fiscal quarter;
2. is not on leave without pay on the last day of the state fiscal quarter; and
3. has accrued at least four (4) years of lifetime credit not later than the last day of the month preceding the last month of the state fiscal quarter.

The provisions for Prosecutor Longevity Pay are set by state statute and are subject to change by legislative amendment. Should any terms in this section and Chapter 41 conflict, the provisions of Chapter 41, Texas Government Code, shall control.

Prosecutor Longevity Pay is paid quarterly, subject to receipt of the funds from the state comptroller. Employees receiving Prosecutor Longevity Pay may also be eligible for County Longevity Pay based on its requirements.

Compensation

Tenure Pay Scale Compensation Policies

Positions will be included on the Tenure Pay Scale as determined appropriate by the Human Resources Department and the Elected/Appointed Official. Approval by Commissioners Court is required. All policies below are contingent on available budget or available position budget, depending on the time of year. Years of service are based on continuous service (with no break of more than 90 days as a regular employee in an approved tenure pay scale position in the Sheriff's office, the offices of the County Attorney or District Attorney, or in any Constable's office. Employees transferring between these departments may receive credit for their current step based on available budget and the approval of the hiring department and/or Commissioners.

Tenure Salary/Position Changes

- Funding is approved by the Commissioners Court during the annual budget process.

Type	Policy	Pay + Pay –	Approval Process	Additional Documentation
Annual Step/Tenure Progression	Employees in tenure positions move from one step to the next on the first day of the first full pay period in October of each year, subject to funding by the Commissioners Court. Employees with less than six (6) months of service as of the first full pay period in October will advance to the next step after six (6) months of service at Williamson County. Step/tenure progression ends at the top step of each position rank.	See Tenured Pay Chart	Oracle workflow required	May be required
Promotion	When a current employee is promoted to a higher-ranking position, the tenured grade step is based on years of service, provided budget availability.	See Tenured Pay Chart	Oracle workflow required	May be required
Demotion	When a current employee is demoted to a lower ranking position, the tenured grade step is based on years of service.	See Tenured Pay Chart	Oracle workflow required	May be required
Filling a Vacancy	All personnel newly hired from outside Williamson County for positions subject to tenure chart at the first pay increment for the position for which they are hired, unless they qualify for a prior service credit.	Credits for Prior Service may apply. See Prior Service Credit.	Oracle workflow required	Must submit Law Enforcement State Licensing documentation ~~a TCOLE document~~ to the Human Resources Department. Funding must be available.

Compensation

Tenure Salary/Position Changes

- Funding is approved by the Commissioners Court during the annual budget process.

Type	Policy	Pay + Pay –	Approval Process	Additional Documentation
Prior Service Credit	• Qualified law enforcement applicants and current officers can receive prior service credit. • Law Enforcement State Licensing must be submitted and verified prior to start date. • Prior service credit is granted at original date of hire, when an existing employee receives a promotion or interdepartmental transfer. • Delayed receipt of out-of-state licensing documentation may be accepted by the department and submitted for HR and Commissioners Court approval of prior service credit salary adjustment; soonest effective date is the pay period following court approval.	• Maximum amount for external hire is current funding on vacant position. • ~~Prior service credit is only granted at original date of hire or when an existing employee receives a promotion.~~	~~TCOLE service verification must be submitted.~~ Law Enforcement State Licensing verification required	~~TCOLE Service Verification required.~~ Law Enforcement State Licensing verification required
Certification Pay	Certification pay will be paid to non- elected commissioned peace officers and eligible corrections officer (County Jail) who hold a full-time active-duty position in a law enforcement or corrections capacity with the County. Payment for an entire fiscal year beginning on October 1st will be based on the level of certification held as of September 15th of the preceding fiscal year. For new hires, certification pay will be paid based on certification level at the date of hire. Certification pay does not transfer with an individual employee who leaves a corrections officer position to accept a law enforcement position, nor does it transfer with an individual employee who leaves a law enforcement position to accept a corrections officer position except when the corrections officer position is that of a Bailiff.	• Law enforcement officers: $50 per month for Intermediate Certification; $100 per month for Advanced Certification; $150 per month for Masters Certification. This pay must be added into the regular rate of pay when calculating overtime. • Corrections officers: $50 per month for intermediate certification; $100 per month for Advanced Certification; $150 per month for Masters Certification. • This pay must be added into the regular rate of pay when calculating overtime. • Certification pay may move with the employee to accommodate promotions/position changes within the department.	Oracle workflow required	Must submit a TCOLE document to the Human Resources Department. Funding must be available.
Transfer from Law Enforcement to Corrections	Law enforcement officers who transfer from the law enforcement division to the corrections division will be placed at the pay increment corresponding to their time of continuous tenured service (with no break of more than 90 days in both corrections and law enforcement with Williamson County, if the proper Corrections certification is obtained.)			

Non-Discrimination and Anti-Harassment

Williamson County strives to be an employer of choice and endeavors to provide an optimal work environment and experience for County employees, free of discrimination and harassment.

Non-Discrimination

Protections against discrimination provided to employees under state and federal law are detailed in the table below. These protections and the expectation of compliance apply to all employees and officials, regardless of their position. Contact Human Resources for more information.

Employment Law	Coverage	References
Title VII, Civil Rights Act (1963)	Prohibits employment discrimination based on race, color, religion, sex or national origin.	• View EEOC Know Your Rights: Workplace Discrimination is Illegal poster **here**
Civil Rights Act (1991)	Provides amendments to 1963 Act to strengthen civil rights laws and deter unlawful harassment and discrimination in the workplace.	
Equal Pay Act (EPA)	Protects against sex-based wage discrimination for performance of substantially the same work in the same establishment.	• The EPA is an amendment within the FLSA, under enforcement of the EEOC • View EEOC information on Equal Pay and Compensation Discrimination **here** • View FLSA Employee Rights poster **here** • See related policies in Employment and Compensation sections within this policy manual
Fair Labor Standards Act (FLSA)	Establishes minimum wage, overtime pay, recordkeeping, and youth employment standards.	
Age Discrimination in Employment Act (ADEA)	Provides protection against discrimination in employment for employees 40 years of age or older.	• See information on age discrimination on the Department of Labor (DOL) website **here**
Americans with Disabilities Act (ADA, 1990) **Americans with Disabilities Act Amendments Act (ADAAA, 2008)**	Prohibits discrimination in recruitment, hiring, training, promotion, and compensation based on candidate or employee disability. Requires employers make reasonable accommodation to the known limitations of otherwise qualified individuals with disabilities, unless the accommodation will cause the employer an undue hardship.	• Information and resources can also be found at ADA.gov • A Reasonable Accommodation Request Form may be submitted online **here**
Providing Urgent Maternal Protections for Nursing Mothers Act (PUMP Act)	Under the FLSA, the Department of Labor (DOL) established that eligible nursing workers are entitled to reasonable break time and a private space to pump at work for up to one year after their child's birth. Protects the nursing worker from penalties in performance metrics and evaluations for lactation breaks.	• Designated space may not be a bathroom, and must be shielded from view and free from intrusion • Non-exempt employees may not perform work if clocked out for their break • View PUMP Act Protections here

Employment Law	Coverage	References
Genetic Information Nondiscrimination Act (GINA)	Protects individuals against employment discrimination based on genetic information, such as genetic test results and family medical history.	• View a fact sheet on GINA **here**
Creating a Respectful and Open World for Natural Hair (CROWN) Act	Prohibits discrimination in employment, education, and housing based on hair texture or protective hairstyles associated with race.	• See information on the Crown Act at the Anti-Defamation League (ADL) website here
Uniformed Services Employment and Reemployment Act (USERRA)	Protects the job rights of individuals who voluntarily or involuntarily leave employment positions to undertake military service.	• View USERRA poster **here** • See Military Leave policy section for guidance on paid military leave activation~~request~~ • See FMLA Military Exigency and Caregiver policy sections related to deployment or servicemember injury of a qualifying family member
The Texas Whistleblower Act	Provides protection for public employees who report violations of law by their employer. An employer may not suspend, terminate, or take other adverse personnel action against a public employee in retaliation to a report under the Act.	• See Texas Legal Code, Chapter 554 Protection for Reporting Violations of Law • Visit www.whistleblowers.gov

Anti-Harassment

Harassment is prohibited by law and is not tolerated by Williamson County. Prompt and appropriate action will be taken in response to complaints, reports or knowledge of violations of this policy.

Anti-Harassment	
Definition of Harassment	Harassment is defined as repeated, unwelcome conduct that is based on race, color, religion, sex (including sexual orientation, gender identity, or pregnancy), national origin, age (40 and older), disability, or genetic information (including family medical history), or in retaliation for filing a charge or participating in an investigation or proceeding under one of the above-mentioned employment laws. Actions that constitute harassment may include any unwelcome conduct that belittles, shows hostility, or ridicule, when such conduct is so severe or pervasive that it unreasonably interferes with an individual's work performance and creates an intimidating, hostile or offensive work environment.
Sexual Harassment	Sexual harassment is prohibited and is an unlawful employment practice in violation of Title VII of the Civil Rights Act of 1964. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when: • Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment. • Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or such conduct has the purpose or effect of unreasonably interfering with an individual's performance or creating an intimidating, hostile, or offensive work environment. • Off-duty actions may constitute sexual harassment.

Examples of Sexual Harassment	• Unwelcome sexual advances, propositions, sexual comments or suggestive or lewd remarks. • Physical assaults or other physical conduct of a sexual nature, including unwanted hugs or touches. • Sexual displays or publications anywhere in the workplace, including derogatory or pornographic posters, pictures or drawings.
Other Types of Harassment	• Verbal: includes insults, slurs, name-calling, offensive remarks, jokes, and profanity. • Visual: can consist of sending or displaying offensive images or messages. • Physical: blocking movement, threats of harm, intimidating gestures, or assault.
Employee Responsibility	Each official, department head, supervisor, and employee has the responsibility to maintain a work environment free of such harassment and to report or file a complaint as soon as possible. Officials and employees involved in a harassment situation are required to cooperate in any investigation that occurs.
Harassment Reporting	Employees who believe they have been sexually harassed should report their complaint immediately. Verbally inform one of these individuals: • Their supervisor • The next level of management above their supervisor • The Human Resources Department All harassment complaints received by any elected official, department head, or supervisor must be immediately reported to Human Resources. All complaints will be investigated. Violations may result in disciplinary action up to and including termination of employment.
Disciplinary Measures	Where an investigation reveals that allegations of unwelcome harassment are true, appropriate remedial action, including discipline, will be taken. All disciplinary measures will be implemented promptly and shall be commensurate with the person's conduct. The remedies vary depending on the entire facts and circumstances found by the investigation.
Retaliation	Retaliation against public employees who report official wrongdoing, including harassment, is prohibited. An employee who reports a violation of the law to an appropriate law enforcement authority cannot be wrongfully suspended or terminated, or otherwise discriminated against or harassed by the County or an Elected Official.

Employee Responsibilities

<table>
<tr><th colspan="3">Professional Conduct</th></tr>
<tr><th>Type</th><th colspan="2">Policy</th></tr>
<tr><td>Tobacco Free Workplace Policy</td><td colspan="2">Williamson County is a tobacco free workplace. The use of tobacco products (e.g., cigarettes, cigars, pipes, snuff, chew, etc.) and Electronic Nicotine Delivery Systems (ENDS) (e.g., vapor, e-cigarettes, etc.) is prohibited within all Williamson County premises and vehicles. Employees who violate this policy are subject to appropriate disciplinary action up to and including termination of employment.</td></tr>
<tr><td>Drug Free Workplace Policy</td><td colspan="2">Williamson County is committed to maintaining a safe, healthful, and productive workplace. The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, illegal drug, or alcoholic beverage is prohibited in the workplace. An employee who is convicted of any criminal drug statute for a violation occurring in the workplace shall notify their elected official, appointed official, or department head and Human Resources no later than five (5) days after such conviction.

Adherence to this policy is a condition of employment and employees who violate this policy may be subject to disciplinary action, up to and including termination of employment. Information regarding the available drug and alcohol counseling and rehabilitation can be obtained from the County's Employee Assistance Program (EAP).

In compliance with Federal and State laws pre-employment, random and post-accident drug and/or alcohol testing may be required for potential or current employees in positions that are mandated by law. Additionally, drug and/or alcohol testing may be required for positions identified as safety sensitive or for reasonable suspicion. Reasonable suspicion includes the report of observation of drug/alcohol use or the suspicion of such, determined by the employee's supervisor. The supervisor must then consult with the Human Resources Department.

Definitions:
• "Illegal drugs" include, but not limited to, marijuana, cocaine, phencyclidine (PCP), opioids, and amphetamines.
• "Controlled substances" include schedules I through V of 21 U.S.C. § 812.</td></tr>
<tr><td rowspan="5">Drug and Alcohol Testing Policy</td><td>Refusal</td><td>Refusal to submit to a drug or alcohol test, failure to cooperate, or tampering or interfering with the collection process may result in immediate termination of employment.</td></tr>
<tr><td colspan="2">Positive Results</td></tr>
<tr><td colspan="2">Employees with a positive test shall be immediately removed from duty, may be placed on administrative leave ~~suspended without pay~~, and may be subject to disciplinary action up to and including termination, if determined appropriate based on factors related to the matter (i.e. safety concerns, job performance, etc.). A blood alcohol concentration (BAC) of 0.04 or greater is considered a positive alcohol test, however, employees may be prohibited from working if they have a BAC of 0.02 or greater.</td></tr>
<tr><td>Pre-Employment</td><td>An applicant with a confirmed positive drug test will not be hired and cannot be considered for employment for a period of one year after the confirmed positive result.</td></tr>
<tr><td>Random</td><td>Positions that have an impact upon the safety of others, may be subject to random drug testing. Please contact the Human Resource Department for a list of safety-sensitive ~~impact~~ positions subject to random drug testing.</td></tr>
</table>

	Reasonable Suspicion	Williamson County reserves the right to require an employee to undergo a drug and/or alcohol test if reasonable suspicion exists that the employee has unlawfully used a controlled substance, illegal drug, and/or is working while under the influence of alcohol.
	Second Chance Program	In limited circumstances, at the discretion of an Elected Official or Department Head and in consultation with the Human Resource Department, an employee may be granted the opportunity to maintain employment after a positive test result under the following restrictions: First Offense – An employee with a confirmed positive random or a confirmed positive reasonable suspicion ~~positive~~ drug/alcohol test ~~will be immediately suspended without pay~~may be placed on administrative leave and will be required to attend drug/alcohol counseling/treatment at their own expense and provide documentation of completion. Failure to attend and successfully complete counseling/treatment ~~will~~ may result in immediate termination of employment. Once documentation is provided, a determination of continued employment will be made by the Department and Human Resources. If re-instated, the employee will be subject to random testing on a frequent basis. Subsequent Offenses – Further positive test results will result in immediate termination. Post-Accident – Any employee with a confirmed post-accident drug/alcohol test will be terminated immediately and not eligible for the Second Chance Program.
	If an employee feels that they may have a drug or alcohol problem, they may contact Human Resources or the Employee Assistance Program for information on available resources.	

Professional Conduct

Type	Policy
Arrest/Criminal Conviction	Employees are required to report arrests, convictions and changes in the status of any criminal proceedings immediately to their supervisor and department head or elected official. Failure to notify the appropriate authority may result in immediate termination.
Political Activity	Employees are encouraged to vote and to exercise other responsibilities of citizenship consistent with state and federal law and these policies. Employees are not required to contribute to any political fund or render any political service to any person or party. Employees will not be dismissed, suspended, demoted, or otherwise prejudiced for refusing to do so. Employees may not: • Use official authority or influence to interfere with, or affect the result of, an election or nomination for office. • Directly or indirectly coerce, attempt to coerce, command, or advise a local or state officer (or employee) to pay, lend, or contribute anything of value to a party, committee, organization, agency, or person for a political purpose. County employees, except elected officials, may not participate in political activities while on County duty. Employees are expected to remove County uniforms and identification, including rank and/or title, before participating in a political activity. In addition, no County-owned property, vehicle, building, and/ or office may be used for displaying campaign materials or for conducting any partisan political activity. This section does not apply to the use of the Courthouse, Courthouse grounds or County buildings when used for the purpose of political announcements approved by Commissioners Court.
Solicitation	Persons not employed by Williamson County may not solicit or distribute literature in the workplace at any time for any purpose. Williamson County recognizes that employees may have interests in events and organizations outside the workplace; however, may not solicit or distribute literature concerning these activities during working time. (Working time does not include lunch breaks, or any other periods in which employees are not on duty.) In addition, the posting of written solicitations is limited to County bulletin boards. An employee should check with the department head or elected official for approval. Solicitations using electronic systems, including County email, are prohibited and subject to the Acceptable Use Policy.
Attendance	Employees are expected to be at work, on time and to complete their scheduled shifts per department attendance policies, approved shift assignments, and/or office hours. Employees who miss three consecutive shifts without notification will be separated from employment and considered to have resigned without notice.
Gifts/Gratuities	The Texas Penal Code Section 1.07(a)(41) and Texas Penal Code 36 include specific definitions and details regarding gifts, gratuities and bribery for public servants. A public servant means a person elected, selected, appointed, employed, or otherwise designated as one of the following (even if they have not yet qualified for office or assumed duties): • An officer, employee, or agent of government. • A juror or grand juror. • An arbitrator, referee, or other person who is authorized by law or private written agreement to hear or determine a cause or controversy. • An attorney at law or notary public when participating in the performance of a government function. • A candidate for nomination or election to public office. • A person who is performing a governmental function under a claim of right, although they are not legally qualified to do so. It is the responsibility of the employee, officer, or agent of the government to read and understand all aspects of the Texas Penal Code Section 1.07 and Texas Penal Code 36 that relate to gifts, bribery and acceptance of honorarium.
Outside Employment	Outside employment is acceptable, as long as it is outside the hours ~~they are~~the employee is scheduled to work for the County. Also, as long as such employment does not violate state laws concerning abuse of office or employment, interfere with normal duties, and does not constitute a breach of ethics or conflict of interest.
Intimate and Personal Relationships	Intimate and Personal Relationships between a Supervisor and a Supervisee are at high risk of being or becoming unwelcomed and perceived or experienced by the Supervisee and other subordinate employees as harassment, bullying, favoritism, or unfavorable actions. Such relationships are addressed in the Standards for Professional Conduct: Intimate and Personal Relationships policy.

Employee Responsibilities

Discipline

Discipline may include both corrective action and more conclusive measures, up to and including termination. The appropriate level of discipline will be determined based on the facts of the disciplinary violations. Below are some examples of violations of workplace conduct:

- Insubordination
- Conduct unbecoming of a County employee
- Abuse of sick leave
- Violence in the workplace
- Poor attendance
- Theft
- Falsification of records
- Harassment
- Discrimination
- Retaliation
- Conflict of interest
- Infraction of County or department policy
- Improper use of County technology

This list is not all inclusive

Social Media

While Williamson County encourages employees to enjoy and make good use of your off-duty time, certain activities may become a problem if they affect their work. An employee's online presence can reflect on Williamson County. The lines between public and private, personal and professional information are blurred in this context. Be aware that comments, posts, or actions captured via digital or film images can affect the image of Williamson County. If an employee is posting to personal networking sites and speaking about job- related content or about the County, the employee should identify him/herself and use a disclaimer to make it clear that the views are not reflective of the views of County. Subject to the restrictions below, generally, employees may use personal social media any way they choose. With these goals in mind, employees must follow these rules in their use of social media, both on and off duty:

- Employees are prohibited from publishing any personal information about themselves, another employee of Williamson County, applicants, or an associate of Williamson County in any public medium (print, broadcast, digital, or online) in any format (written, video or image) that:
  - Has the potential or effect of involving themselves, co-workers, or Williamson County in any kind of dispute or conflict with other employees or third parties.
  - Interferes with the work of any employee.
  - May create a harassing, demeaning, or hostile working environment for any employee.
  - Disrupts the smooth and orderly flow of work within the office, or the delivery of services to Williamson County's taxpayers or customers.
  - Harms the reputation of Williamson County among its taxpayers or in the community at large.
  - States falsities or is defamatory of others and the County.
  - Reveals information that should be treated as confidential (by law) and/or information regarding the personal or private conduct, health information, and affairs of that person and interaction with other people that is unrelated to the person's job performance or official duties for Williamson County is personal information.
- Workplace personal conduct standards, including but not limited to equal opportunity, anti-harassment and anti- discrimination, apply at all times. This prohibits posts containing obscene or sexually explicit language, images, acts and statements. Other forms of postings that ridicule, malign, disparage or otherwise express bias against any race, religion, disability, ethnic origin, sexual orientation or any other protected class of individuals are also prohibited.
- Employees may not use County equipment or facilities for non-work-related activities or business including social media. Personal social media activities should not be conducted while working or on the clock.
- Conducting oneself in such a way that his/her actions and relationships with others could become the object of gossip in the office, or causing unfavorable publicity for Williamson County in the community, is prohibited.
- If an employee creates a personal blog, they must provide a clear disclaimer that the views expressed in the blog are theirs alone, and do not represent the views of Williamson County. All information published on any blog(s) or other posting(s) should comply with local, state, and federal law. This also applies to comments posted on other social networking sites, blogs and forums.
- The Commissioners Court strongly recommends all County Departments/Offices abide by the Social Media Policy above.
- Any violations of this policy are subject to disciplinary action, up to and including termination.

Employee Responsibilities

Grievance Policy and Procedure

Summary

This guidance does not alter the employment-at-will relationship in any way. Final decisions on grievances will not be precedent setting or binding on future grievances, unless they are officially stated as County policy. When appropriate, the decisions will be retroactive to the date of the employee's original grievance.

Procedure for Employees in Elected Office Departments

For employees in offices of Elected Officials, the grievance process defined by the Elected Official should be followed. Elected Officials are the final appeal level for their respective departments.

Procedure for Employees Under Civil Service in the Sheriff's Office

For procedures to follow in the event of a grievance by an employee under Civil Service within the Sheriff's Office, see below:

- ~~Williamson County Sheriff's Office Civil Service Commission~~
- Please refer to the Civil Service Commission Rules for matters that fall under its jurisdiction.
- For grievances related to all other employment matters, please refer to the Sheriff's Office Grievance procedures.

Procedure for Employees in Non-Elected Office Departments

Employees may file a grievance at any time and cannot be retaliated against for the filing of the grievance. Employees are encouraged to discuss any issues with their supervisors/managers prior to filing a grievance.

An informal grievance is presented verbally. The first step in the informal grievance procedure:

- Attempt to resolve the grievance by an informal conference with the Supervisor.
- However, if the official or department head is the wrongdoer in instances of harassment, retaliation, or potential whistle blower activity the employee should immediately contact the Human Resource department.
- If the informal conference does not result in a satisfactory resolution of the problem, the formal grievance steps should be followed.

Procedure in the Event of a Salary Grievance by an Elected Official

- See Chapter 152, Sec. 152.014 Local Government Code Informal Grievances

Employee Responsibilities

Grievance Policy and Procedure

Formal Grievances

The steps for a formal grievance are as follows:

1. Must be in writing, signed and presented to the supervisor of the employee submitting the grievance, within 20 business days after the alleged issue occurred. A statement of the specific corrective action requested must be included in the written grievance. Grievance may be emailed to their supervisor, however, a copy must be printed, signed, and dated and given to their supervisor.
    - In the event that it would be inappropriate to address the grievance with said supervisor, such as when the supervisor is the wrongdoer, the employee should go to the Appointed Official/Department Head.
2. If the Appointed Official/Department Head is the wrongdoer in instances of harassment, retaliation, or potential whistleblower activity, the employee should contact Human Resources. The grievance will be investigated by Human Resources and they will meet with the parties involved, and propose a resolution to the employee within 20 business days. After being presented with a written and signed grievance, the supervisor will:
    - Immediately notify the Department Head and the Human Resource Department.
    - Meet with the employees involved and other people necessary to gather the facts.
    - Attempt to resolve the grievance with the employee.
    - Communicate the proposed resolution in writing to the employee and copy the Appointed Official/Department Head and Human Resources within 20 business days after the receipt of the grievance.
3. If the employee filing the grievance does not receive a written resolution from the supervisor within 20 business days, from the date the grievance was filed or is not satisfied with the proposed resolution, then:
    - They must file a written appeal, within ten business days, with the Appointed Official/Department Head along with a copy to the Human Resource Department.
4. The Appointed Official/Department Head will review the facts and the file, and may investigate the charges personally or through a designee.
    - The person(s) conducting the investigation may meet with the parties involved.
    - The Appointed Official/Department Head will respond in writing to the employee within 20 business days of the date the appeal was received.
5. If the Appointed Official/Department Head is appointed by the Commissioners Court, Juvenile Probation Board, or District Judges, and the employee who submitted the grievance does not receive a written resolution from the Appointed Official/Department Head within 20 business days of the date the grievance was appealed, (or if unsatisfied with the Appointed Official's/Department Head's proposed resolution)
    - A written appeal must be filed within ten business days, with the appropriate appointing authority (i.e., Commissioners Court, Juvenile Probation Board, Elections Board, Animal Shelter Board, or District Judges) through the Human Resource Department.
6. The appropriate appointing authority will then review the facts and the file and conduct an investigation, if deemed appropriate, before deciding. The appropriate appointing authority's decision is final. Longer intervals to facilitate investigation or fact-finding on behalf of the County may be appropriate depending upon the grievance and may increase the 20 business days response time, accordingly.

For additional policy information contact the Human Resources Department
100 Wilco Way Suite HR101 Georgetown, TX 78626
512-943-1533

Commissioners Court - Regular Session **59.**

Meeting Date: 03/25/2025

Williamson County Benefit Committee Bylaws

Submitted For: Allen Frederick **Submitted By:** Shelley Loughrey, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action to approve the recommended changes to the Benefits Committee Bylaws as submitted on behalf of the Benefits Committee.

Background

The attached has updated edits as outlined in the red-lined attachment as provided by our internal Legal Counsel, Shannon Francis. Including the addition requesting the County Manager to be added as a permanent appointed voting member.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Wilco Benefits Committee Bylaws draft redline 3.9.2025

Wilco Benefits Committee Bylaws draft clean 3.9.2025

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/19/2025 03:13 PM
Form Started By: Shelley Loughrey		Started On: 03/18/2025 11:35 AM
Final Approval Date: 03/19/2025		

Williamson County
Benefit Committee Bylaws

Article I. Name

The name of this Committee shall be the Williamson County Benefits Committee.

Article II. Authority and Purpose

A. Authority: By the authority of the Williamson County Commissioners Court ("Commissioners Court") under Chapter 172, Texas Local Government Code, the Williamson County Benefits Committee ("Committee") was created on February 12, 1990.

B. Purpose: The purpose of these Bylaws is to establish the membership and procedures for operation of the Committee.

C. Mission: The mission of the Committee is to facilitate the provision of high quality affordable health benefits for County employees and their eligible dependents through a self-funded health insurance program, build a foundation for an effective health care program that encourages wellness through healthy lifestyle and preventative care, includes features that provide the best value for cost in the health care plan design, relies upon a combination of incentives for patients and providers in making health care decisions, and facilitates~~gain~~ employee understanding and endorsement of the program.

D. Values: It is the goal of the Committee for the members to function cooperatively in a spirit of consensus to achieve the stated mission. The Committee will explore cost effective concepts and alternatives for plan designs for the County's Benefits Plan.

Article III. Responsibilities and Membership

A. Responsibilities of the Committee:

1. Advisory: The Committee shall make recommendations to the ~~Williamson County~~ Commissioners Court relative to a Benefits Plan, amendments to the Benefits Plan, changes in its administration, or implementation of alternative benefit plans as may be appropriate based upon deliberations by the Committee of the following employee/retiree benefits (which may be collective referred to herein as the "Benefits Plan"):

   - Medical/Vision Insurance
   - Dental Insurance

- Life Insurance
- Voluntary Insurance including Voluntary Life, Short Term and Long Term Disability, Critical Illness Insurance, Accident Insurance, Pre-Paid Legal, Identity Theft, and Pet Insurance
- Flexible Spending Account (FSA) – ~~-~~Medical/Dependent Care
- ~~HSA~~ Health Savings Account (HSA)
- Employee Assistance Program
- Cafeteria Plan/Flexible Benefits Plan
- Other benefits~~topics~~ as directed by the ~~Williamson County~~ Commissioners Court

a. Benefits Strategy: The Committee will work with the approved Benefits Broker Consultant,~~. Director of Human Resources~~the Chief People Officer and the Director of Benefits Administration to perform the following duties: research, evaluate and recommend benefit strategies to the Commissioners Court;~~and~~ seek the most effective, affordable, and comprehensive benefits package which is economically achievable for the County to provide to employees, ~~/~~retirees, and dependents; and inform the ~~entire Williamson County~~ Commissioners Court of all relevant emerging issues or concerns as may be necessary from time to time.

b. Vendor Management: The Committee will provide a forum to discuss the above ~~topic concerns~~strategies and proactively address issues which may arise in the area of said benefits to lessen the disputes between parties e.g., plan members and/or benefit vendors or providers.

c. ~~RFP &~~ TPA Selection: The Committee will also serve a major role in recommending any Third Party Administrators (TPA) to the Williamson County Commissioners Court that may be needed by working in conjunction with the Non- Voting Members of the Committee by writing the formal Request for Proposal (RFP) (defining objective, scope, method, service description, provider qualifications, selection procedure, selection criteria);~~,~~ review of RFP respondents through~~conducting~~ the TPA selection process~~of a TPA~~ for recommendation to the ~~Williamson County~~ Commissioners Court~~)~~; and presenting the recommended TPA to the ~~Williamson County~~ Commissioners Court for approval.

2. Financial Review: The Committee shall review the financial status of the Benefits Reserve Fund, including actuarial and risk management analysis and recommendations, and take this information into consideration as it makes recommendations to the ~~Williamson County~~ Commissioners Court regarding defined benefits plan design and network selections.

B. Committee Members:

1. Voting Members: (Trustee: Advisory Role and~~&~~ Fiduciary Oversight)

a. The County Judge is a permanent appointed voting member.

b. One County Commissioner as appointed and approved by the ~~Williamson County~~

Commissioners Court.

c. The County Manager is a permanent appointed voting member.

d. Five other (5) general representatives, who are not Williamson County Elected Officials and that are from the County Elected Offices and County Departments, will be selected and nominated by the Committee and approved by the ~~Williamson County~~ Commissioners Court. These Voting Members will serve for a term of three years. New terms shall start January 1st, and when a vacancy is filled as deemed necessary, the appointee will serve the remainder term of the vacant position and may be considered for re-appointment to a new term at the appropriate time.

2. Selection Process of Voting Members:

a. Current Benefit Committee Voting Members that are interested in continuing to serve on the Benefits Committee after their current term ends must timely inform either the Benefits Administrator or the Committee Chair or the Committee Vice Chair in the absence of the Committee Chair so that their name may be added to the proposed list of members under a new term of service, which will be subject to approval of the Committee and final approval by the ~~Williamson County~~ Commissioners Court.

b. In the event of a vacancy, the Benefits Committee will make a recommendation to the Commissioners Court of an appointee to fulfill the term~~s~~ of the vacant position.

c. Appointees must be in an exempt and non-elected position, have the ability to attend Benefits Committee Meetings and training requirements, and have Department Head/Elected Official approval to participate.

d. The final candidates will then be recommended to the Commissioners Court for approval and appointment to the Benefits Committee.

3. Non-Voting Members: (Administrative, Legal, and Financial Management)

a. Legal counsel as provided by Commissioners Court

b. Chief People Officer~~Senior Director of Human Resources Director as appointed and approved by the Williamson County Commissioners Court~~

c. Director of Benefits Administration

d. The Williamson County Auditor or designee

e. Any other non-voting advisory members as approved by the Committee

C. Officers:

1. The following officers shall serve the Committee:

    a. Committee Chair: The Committee Chair shall preside over all meetings of the Committee and shall be a current Voting Member of the Committee.

    b. Committee Vice-Chair: The Committee Vice-Chair shall preside over all meetings of the Committee in the absence of the Committee Chair and shall be a current Voting Member of the Committee.

    c. Secretary: The Secretary is responsible for creating the minutes of all actions taken by the Committee during its meetings and may be either a Voting or Non-Voting Member of the Committee or another County employee.

2. All officer positions shall be selected by majority vote of the Voting Members present at the first open meeting of each year.

D. The Committee will consist of selected members knowledgeable in the areas of insurance, cafeteria/flex plan benefits for the employees and include representatives from several large employee populations of Williamson County. The members appointed shall serve their terms in accordance with these by-laws and any other directives of the ~~Williamson County~~ Commissioners Court. The main criteria for appointment to the Committee will be individuals who shall have sufficient knowledge, interest, experience and/or familiarity with the areas of insurance and cafeteria/flex plan benefits. Members are not limited on the number of terms served.

Article IV. Mandatory Trustee Training for Voting Members*

A. Trustees who act as fiduciaries for a risk pool must have at least 16 hours of combined professional instruction with four hours of instruction in each of the following areas:

1. law governing the establishment and operation of risk pools by political divisions;

2. principles of self-insurance and risk pools, including actuarial and underwriting principles and investment principles;

3. principles relating to reading and understanding financial statements; and

4. the general fiduciary duties of trustees.

B. Not later than the 180th day after the date of selection as trustee, or after the effective date of ~~this chapter~~Chapter 172, Texas Local Government Code, whichever is the later date, a trustee must complete the training required by Subsection ~~(~~IV.A~~a)~~.

Section 172.007, Texas Local Government Code

Article V. Meetings & Attendance

A. Meetings: Meetings of the Committee shall be governed by the Texas Open Meetings Act. The Committee will meet no less than twice per year. Meeting schedules shall be established by the Committee on an annual basis. The Committee shall hold meetings ~~monthly/quarterly~~ as scheduled at the Human Resources Training Room or another location as deemed appropriate. Meetings will be conducted during normal County business hours. Meetings shall be conducted in accordance with the procedures of the most recent version of Robert's Rules of Order. No Voting Member may participate in meetings by proxy or through a designee. Members of the Benefits Committee may request an agenda item to be added to the agenda by utilizing the current agenda management software program~~Agenda Quick~~ for the Benefits Committee or by emailing the Benefits Administrator. ~~Members participating~~Participants in the Williamson County Benefits Plan may request or submit an agenda item to be sponsored by any member of the Benefits Committee except for Claims Administration and/or appeals, as that is managed by the Third-Party Administrator.

B. Quorum: Four (4) Voting Members of the Committee shall constitute a quorum for the transaction of business. The Committee shall take no formal action unless it is adopted by the concurring votes of a majority of the Voting Members present constituting a quorum in any meeting. When recommending a change in benefits to the Committee or the ~~Williamson County~~ Commissioners Court, a majority vote of those Voting Members present and constituting a quorum is required.

C. Attendance and Removal: Committee members are expected to attend all scheduled meetings as work schedule permits. However, Voting Members that fail to attend two (2) or more of the meetings in a Benefits Plan year or are absent from (2) two or more consecutive meetings may be removed from the Committee. Any Voting Member of the Committee may request an agenda item regarding the removal and replacement of another Committee member. Upon majority vote of the Voting Members present, the Committee will submit its recommendation to the ~~Williamson County~~ Commissioners Court for the removal of a Committee member. The Committee member will be removed only upon approval of the Commissioners Court.

D. Facilitators:

1. Meeting Facilitator: The Committee Chair will facilitate all meetings of the Committee. In the absence of the Committee Chair, the Committee Vice-Chair shall facilitate the meeting. In the absence of the Committee Vice-Chair, the Committee may designate a Committee Member to act as the meeting facilitator for that meeting.

2. Administrative Facilitator: The Director of Benefits Administration will utilize the County's current agenda management software program to prepare and publicly post all meeting agendas. The Director of Benefits Administration may make recommendations as appropriate to facilitate the normal operation and administration of the Benefits Plan.

3. Benefits Broker Consultant: The Benefits Broker Consultant will work with the Director of Benefits Administration to review the performance of the Benefits Plan and recommend

any Benefits Plan amendments or changes as appropriate. The Broker Consultant will be required to attend and participate in all meetings.

E. Executive Session: The Committee may adjourn into executive session at any time during the course of any open meeting as authorized by the Texas Open Meetings Act~~law~~.

F. Meeting Minutes: The Committee shall maintain minutes of all its meetings. All decisions, recommendations, and findings of fact shall be entered into the Committee's minutes, and available in the County's current minutes management software program and/or Human Resources Department.

Article VI. Amendments

A. Proposed amendments to these bylaws may be approved at any properly noticed meeting of the Committee by a majority vote.

B. In addition, proposed amendments to the bylaws shall be approved by the ~~Williamson County~~ Commissioners Court.

These Williamson County Benefits Committee Bylaws were considered, approved and adopted in a duly called session of the Commissioners~~'~~ Court of Williamson County, Texas, on the _____ day of _____, 20_____.

Williamson County, Texas

By: _____
County Judge/Presiding Officer
~~By: _____~~
~~Bill Gravell,~~
~~Williamson County Judge~~

Williamson County
Benefit Committee Bylaws

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4. the general fiduciary duties of trustees.

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Section 172.007, Texas Local Government Code

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be conducted during normal County business hours. Meetings shall be conducted in accordance with the procedures of the most recent version of Robert's Rules of Order. No Voting Member may participate in meetings by proxy or through a designee. Members of the Benefits Committee may request an agenda item to be added to the agenda by utilizing the current agenda management software program for the Benefits Committee or by emailing the Benefits Administrator. Participants in the Williamson County Benefits Plan may request or submit an agenda item to be sponsored by any member of the Benefits Committee except for Claims Administration and/or appeals, as that is managed by the Third-Party Administrator.

B. Quorum: Four (4) Voting Members of the Committee shall constitute a quorum for the transaction of business. The Committee shall take no formal action unless it is adopted by the concurring votes of a majority of the Voting Members present constituting a quorum in any meeting. When recommending a change in benefits to the Committee or the Commissioners Court, a majority vote of those Voting Members present and constituting a quorum is required.

C. Attendance and Removal: Committee members are expected to attend all scheduled meetings as work schedule permits. However, Voting Members that fail to attend two (2) or more of the meetings in a Benefits Plan year or are absent from (2) two or more consecutive meetings may be removed from the Committee. Any Voting Member of the Committee may request an agenda item regarding the removal and replacement of another Committee member. Upon majority vote of the Voting Members present, the Committee will submit its recommendation to the Commissioners Court for the removal of a Committee member. The Committee member will be removed only upon approval of the Commissioners Court.

D. Facilitators:

1. Meeting Facilitator: The Committee Chair will facilitate all meetings of the Committee. In the absence of the Committee Chair, the Committee Vice-Chair shall facilitate the meeting. In the absence of the Committee Vice-Chair, the Committee may designate a Committee Member to act as the meeting facilitator for that meeting.

2. Administrative Facilitator: The Director of Benefits Administration will utilize the County's current agenda management software program to prepare and publicly post all meeting agendas. The Director of Benefits Administration may make recommendations as appropriate to facilitate the normal operation and administration of the Benefits Plan.

3. Benefits Broker Consultant: The Benefits Broker Consultant will work with the Director of Benefits Administration to review the performance of the Benefits Plan and recommend any Benefits Plan amendments or changes as appropriate. The Broker Consultant will be required to attend and participate in all meetings.

E. Executive Session: The Committee may adjourn into executive session at any time during the course of any open meeting as authorized by the Texas Open Meetings Act.

F. Meeting Minutes: The Committee shall maintain minutes of all its meetings. All decisions, recommendations, and findings of fact shall be entered into the Committee's minutes, and

available in the County's current minutes management software program and/or Human Resources Department.

Article VI. Amendments

A. Proposed amendments to these bylaws may be approved at any properly noticed meeting of the Committee by a majority vote.

B. In addition, proposed amendments to the bylaws shall be approved by the Commissioners Court.

These Williamson County Benefits Committee Bylaws were considered, approved and adopted in a duly called session of the Commissioners Court of Williamson County, Texas, on the _____ day of _____, 20_____.

Williamson County, Texas

By: _____
County Judge/Presiding Officer

Commissioners Court - Regular Session **60.**

Meeting Date: 03/25/2025

Approval of Amendment to Falkenberg Construction Company Inc. Service Contract #2025134 for SWRP Cricket Field Fencing for Parks and Recreation to extend the project completion date from April 1, 2025, to June 2, 2025 for Facilities Management

Submitted For: Joy Simonton **Submitted By:** Theresa Gross, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Amendment to only extend the project completion date approved on 02.25.2025, under Agenda Item #21, from April 1, 2025, to June 2, 2025, for the Falkenberg Construction Company Inc., Service Contract #2025134 for SWRP Cricket Field Fencing for Parks and Recreation, pursuant to BuyBoard Contract #728-24 at the Southwest Regional Park and authorize execution of this amendment.

Background

This Amendment to extend the project completion date approved on 02.25.2025, under Agenda Item #21 from April 1, 2025 to June 2, 2025 for the Service Contract #2025134 between Williamson County and Falkenberg Construction Company Inc. for the SWRP Cricket Field Fencing through BuyBoard Contract # 728-24 at the Southwest Regional Park, located at 3005 Co. Rd. 175, Leander, TX 78641. Funding Source is 01.0100.3103.004509. The Origination ID #2074 and the Point of Contact is Emsud Horozovic.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Amendment

Contract

TEC 1295

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/20/2025 11:58 AM
County Judge Exec Asst.	Andrea Schiele	03/20/2025 03:08 PM
Form Started By: Theresa Gross		Started On: 03/07/2025 12:58 PM
Final Approval Date: 03/20/2025		

Docusign Envelope ID: EBB053C8-888D-47F9-A860-0F5D6CCC999A

AMENDMENT TO
WILLIAMSON COUNTY SERVICE CONTRACT
FALKENBERG CONSTRUCTION CO., INC.
(Proposal No. 5511.25 R1)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS AMENDMENT TO WILLIAMSON COUNTY SERVICE CONTRACT ("Amendment") is entered into as of the last party's execution hereof, by and between Williamson County, Texas ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and Falkenberg Construction Co., Inc. ("Service Provider"), both of which are referred to herein as the parties.

WHEREAS, the County and Service Provider entered into a Service Contract, dated effective February 25, 2025 (the "Agreement"), setting forth the terms and conditions pursuant to which Service Provider agreed to provide certain services;

WHEREAS, the Parties desires to amend the Agreement to modify the Project Completion Date.

NOW THEREFORE, the Parties agree that the Agreement is amended as follows:

AMENDMENT

I. Section II. Effective Date and Term of the Agreement shall be amended as follows:

> **Effective Date and Term:** This Contract shall be in full force and effect as of the date of the last party's execution below and shall continue until the Project Completion Date or when terminated pursuant to this Contract, whichever event occurs first. The Project Completion Date is defined as the date by which all service and obligations outlined in Exhibit "A" shall be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date is initially set to be on or before June 2, 2025, however this date may be amended at the sole discretion of the County. Upon successful completion of the services as described in Exhibit "A", this contract shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.

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II. Each party represents and warrants that it has due power and lawful authority to execute and deliver this Amendment and to perform its obligations under the Agreement; and, furthermore, the Agreement and this Amendment are the valid, binding, and enforceable obligations of such party.

III. All other terms of the Agreement which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be signed by their duly authorized representatives on behalf of such party, to be effective as of the date of the last party's execution hereof.

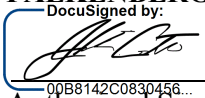
WILLIAMSON COUNTY:

_____
Authorized Signature

_____
County Judge/Presiding Officer

Date: _____

FALKENBERG CONSTRUCTION CO., INC:

DocuSigned by:

00B8142C0830456...
Authorized Signature

John E. Castro
Printed Name

Date: March 6, 2025 | 14:08 CST

Docusign Envelope ID: 3AE98861-DC44-4473-9DC9-5B718915A948

WILLIAMSON COUNTY
SERVICE CONTRACT
FALKENBERG CONSTRUCTION CO., INC.
(Proposal No. 511.25 R1)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS SERVICES CONTRACT (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Falkenberg Construction Co., Inc.** (hereinafter "Service Provider"), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services described herein pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The service includes the work described in the attached Proposal No. 511.25 R1 being marked as **Exhibit "A,"** which is incorporated herein.

Should the County choose to add services in addition to those described in **Exhibit "A,"** such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional services. Service Provider shall not begin any additional services and the County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

Service Provider represents that Service Provider (including Service Provider's agents, employees, volunteers, and subcontractors, as applicable) possess all certifications, licenses, inspections, and permits required by law to carry out the services and work described in **Exhibit "A."** The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure.

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II.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party's execution below and shall continue until the Project Completion Date or when terminated pursuant to this Contract, whichever event occurs first. The Project Completion Date is defined as the date by which all services and obligations outlined in Exhibit "A" shall be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date is initially set to be on or before April 01 2025, however this date may be amended at the sole discretion of the County. Upon successful completion of the services as described in Exhibit "A", this contract shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in **Exhibit"A"**. The not-to-exceed amount shall be Seventy Thousand Four Hundred Five Dollars and Seventeen Cents ($70,405.17).

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the 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 the 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.

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under Tex. Tax Code Ann. §151.309, as amended. The County agrees to provide exemption certificates to Service Provider upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Service Provider for the supplies or products provided or any Services rendered.

IV.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by the County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to the County and name the County as an additional insured.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory

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b. Employer's Liability

Bodily Injury by Accident	$500,000 Ea. Accident
Bodily Injury by Disease	$500,000 Ea. Employee
Bodily Injury by Disease	$500,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$1,000,000	$1,000,000
Aggregate policy limits:		$2,000,000

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	$1,000,000	$1,000,000
Property damage	$1,000,000	$1,000,000
Aggregate policy limits		No aggregate limit

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents, and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by the County.

Upon execution of this Contract, Service Provider shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

V.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with the County, nor shall Service Provider hold itself out as an agent or official representative of the County. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense, or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

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VI.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VII.

No Waiver of Sovereign Immunity or Powers: Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge.

Additionally, the parties agree that under the Constitution and laws of the State of Texas, the County cannot enter into an agreement whereby the County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding, or saving harmless Service Provider for any reason are hereby deleted.

VIII.

Compliance With All Laws: Service Provider agrees and will comply with all local, state, or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state, or local law or

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regulations are automatically incorporated into the Contract without written amendment hereto and shall become effective on the date designed by such law or by regulation.

IX.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof.

X.

Venue and Applicable Law: Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XI.

Severability: In case any one or more of the provisions contained in this Contract 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 in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XII.

Right to Audit: Service Provider agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that the County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

XIII.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this Contract.

XIV.

No Assignment: Service Provider may not assign this Contract.

XV.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access

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confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XVI.

Foreign Terrorist Organizations: Service Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

XVII.

Public Information: Service Provider understands that County will comply with the Texas Public information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

XVIII.

Damage to County Property: Service Provider shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Service Provider and its employees, agents, subcontractors, and suppliers, including any delivery, or transporting company, in connection with any performance pursuant to this Contract. Service Provider shall notify County in writing of any such damage within one (1) calendar day.

XIX.

Media Releases: Service Provider shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

XX.

Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf (wilco.org). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXI.

Entire Contract & Incorporated Documents; Conflicting Terms: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this

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Contract include the following:

A. As described in the attached Proposal, and being marked **Exhibit "A"**;
B. The cooperative purchasing contract (BuyBoard Contract # 728-24);
C. Insurance certificates evidencing coverages required herein above and
D. Any Amendments agreed to by both parties.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Contract.

XXII.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of the County's governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of the County.

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

Bill Gravell (Feb 25, 2025 10:28 CST)

Authorized Signature

Bill Gravell

County Judge/Presiding Officer

Date: Feb 25, 2025

FALKENBERG CONSTRUCTION CO., INC.:

DocuSigned by:

00B8142C0830456...

Authorized Signature

John E. Castro

Printed Name

Date: Feb 6 20 25

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Exhibit “A”
Quote/Proposal

Docusign Envelope ID: 3AE98861-DC44-4473-9DC9-5B718915A948

falkenberg
CONSTRUCTION CO., INC.
2435 109TH ST. | GRAND PRAIRIE, TX. 75050
T.214-324-4779 FALKENBERGCONSTRUCTION.COM

February 4, 2025

Williamson County Parks
Russell Fishbeck
219 Perry Mayfield
Leander, TX 78641

Proposal No.: [redacted]

Reference: SWRP Cricket Field Fence

Contract No.: Buy Board 728-24

Attention: Russell Fishbeck

We propose to furnish labor, material and equipment for the SWRP Cricket Field Fence project for the sum as follows:

Base Proposal Breakdown		
RS Means Cost		**$18,852.70**
Coefficient	**0.98**	**$377.05**
Sub Total		**$18,475.65**
Bond	**0.0%**	**$0.00**
PROPOSAL TOTAL		**$18,475.65**

Eighteen Thousand Four Hundred Seventy-Five and 65/100 ---------- Dollars.

I. Documents:
- **A. Drawing Numbers:NA**
- **B. Specifications: N/A**

II. Base Scope of Work:
2-20x20x20 10' tall back stop
- Cross bracing at 5'
- Tied in to fence with the 4' gates on either side
- Daily Clean Up
- Final Clean Up

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Alternate #1 Breakdown		
RS Means Cost		$51,237.07
Coefficient	0.98	$1,024.74
Sub Total		$50,212.33
Bond	2.5%	$1,255.31
ALTERNATE # 1 TOTAL		$51,467.64

Fifty-One Thousand Four Hundred Sixty-Seven and 64/100 ---------- Dollars

I. Documents:

A. Drawing Numbers:NA

B. Specifications: N/A

II. Scope of Work:

Alternate # 1: ~1200LF of 4' galvanized chain-link at New Cricket Fields & 200LF of 4' galvanized chain-link at Old Cricket Fields

-4-4' walk gates at center
- 1- double 6' drive gate
- 2 3/8 sch 40 terminal post
- 2" sch 20 line post
-1 5/8" top rail
-'2-100' wings added to existing backstop at the old cricket field
-4' galvanized chain link
- Daily Clean Up
- Final Clean Up

Total Proposal Breakdown		
RS Means Cost		$70,089.77
Coefficient	0.98	$1,401.80
Sub Total		$68,687.97
Bond	2.5%	$1,717.20
PROPOSAL TOTAL		$70,405.17

Seventy Thousand Four Hundred Five and 17/100 ---------- Dollars

III. Exclusions:

Sales tax, overtime, permit fees
Executing any alternates without executing the base bid
MEP Work
Any work outside of pre-discussed scope
Daily supervision of jobsite

IV. Clarifications:

This Proposal will remain in effect for a period of (30) Days

Thank you for the opportunity to bid this and any future projects.

Sincerely,

Falkenberg Construction Co., Inc.

Kady Williams
Construction Manager

Agenda Item #21, CC 02.25.25 Approval of Agreement for Service Contract 2025134 Falkenberg Construction for Parks

Final Audit Report 2025-02-25

Created:	2025-02-24
By:	Cheryl Johnson (cheryl.johnson@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAgGH-QnWPONgt3WGrX6-_Tmbs26eXkZcP

"Agenda Item #21, CC 02.25.25 Approval of Agreement for Service Contract 2025134 Falkenberg Construction for Parks" History

Document created by Cheryl Johnson (cheryl.johnson@wilco.org)
2025-02-24 - 9:59:10 PM GMT- IP address: 107.181.62.237

Document emailed to Delia Colon (delia.colon@wilco.org) for delegation
2025-02-24 - 10:00:26 PM GMT

Email viewed by Delia Colon (delia.colon@wilco.org)
2025-02-25 - 4:03:30 PM GMT- IP address: 104.47.64.254

Document signing delegated to Bill Gravell (bgravell@wilco.org) by Delia Colon (delia.colon@wilco.org)
2025-02-25 - 4:03:47 PM GMT- IP address: 66.76.4.65

Document emailed to Bill Gravell (bgravell@wilco.org) for signature
2025-02-25 - 4:03:47 PM GMT

Email viewed by Bill Gravell (bgravell@wilco.org)
2025-02-25 - 4:28:13 PM GMT- IP address: 66.76.4.65

Document e-signed by Bill Gravell (bgravell@wilco.org)
Signature Date: 2025-02-25 - 4:28:35 PM GMT - Time Source: server- IP address: 66.76.4.65

Agreement completed.
2025-02-25 - 4:28:35 PM GMT

Powered by Adobe Acrobat Sign

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1279367

Date Filed:
03/10/2025

Date Acknowledged:
03/11/2025

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Falkenberg Construction Co., Inc.
Grand Prairie, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County Facilities Management

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

511-25 R1
SWRP Cricket Field Field Fence

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Gomez, Moses	Grand Prairie, TX United States	X	
Castro, John	Grand Prairie, TX United States	X	
Arnold, Chris	Grand Prairie, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1279367

Date Filed:
03/10/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Falkenberg Construction Co., Inc.
Grand Prairie, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Williamson County Facilities Management

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
511-25 R1
SWRP Cricket Field Field Fence

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Gomez, Moses	Grand Prairie, TX United States	X	
Castro, John	Grand Prairie, TX United States	X	
Arnold, Chris	Grand Prairie, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

[redacted]

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of TX, on the 10 day of March (month), 2025 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **61.**

Meeting Date: 03/25/2025

Approval of Amendment to Contract for SWRP Cricket Batting Cage Remodel to Falkenberg Construction Company Inc. for time extension for Parks Department

Submitted For: Joy Simonton **Submitted By:** Theresa Gross, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Amendment to only extend the project completion date approved on 02.25.2025, under Agenda Item #22 from 20 calendar days to 45 days for Service Contract #2025134 with Falkenberg Construction Company Inc. for the SWRP Cricket Field Fencing pursuant to BuyBoard Contract #728-24 at the Southwest Regional Park for Parks and Recreation and authorize execution of this agreement.

Background

This Amendment to Service Contract is between Williamson County and Falkenberg Construction Company Inc. for the SWRP Cricket Batting Cage Remodel through BuyBoard Contract # 728-24 at the Southwest Regional Park, located at 3005 Co. Rd. 175, Leander, TX 78641. Funding Source is 01.0100.3103.004509. The Origination ID #2074 and the Point of Contact is Emsud Horozovic.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Amendment

Contract

TEC 1295

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/19/2025 09:28 PM
County Judge Exec Asst.	Andrea Schiele	03/19/2025 11:01 PM
Purchasing (Originator)	Joy Simonton	03/20/2025 02:27 PM
Form Started By: Theresa Gross		Started On: 03/07/2025 01:11 PM
Final Approval Date: 03/20/2025		

Docusign Envelope ID: 00970C91-05F0-4C9A-9D72-9A9037A86114

AMENDMENT TO WILLIAMSON COUNTY AGREEMENT FOR CONSTRUCTION SERVICES

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS AMENDMENT TO WILLIAMSON COUNTY AGREEMENT FOR CONSTRUCTION SERVICES ("Amendment") is entered into as of the last party's execution hereof, by and between Williamson County, Texas ("Owner"), a political subdivision of the State of Texas, acting herein by and through its governing body, and Falkenberg Construction Co., Inc. ("Contractor"), both of which are referred to herein as the parties.

WHEREAS, the Owner and Contractor entered into an Agreement for Construction Services, dated effective February 25, 2025 (the "Agreement"), setting forth the terms and conditions pursuant to which Contractor agreed to provide construction services of the SWRP Cricket Betting Cage Remodel;

WHEREAS, the Parties desires to amend the Agreement to modify the project completion timeline.

NOW THEREFORE, the Parties agree that the Agreement is amended as follows:

AMENDMENT

I. ARTICLE 4. CONTRACT TIME of the Agreement shall be amended as follows:

Contractor shall commence the Work upon instruction to do so from the Owner and shall achieve Substantial Completion within **Forty-Five (45) calendar days** from the date the Work is commenced; provided, Owner may extend said time period in the event bad weather affects the progress of the Work. Unless otherwise specified in writing, Contractor shall achieve Final Completion within **Ten (10) calendar days of Substantial Completion**. Owner shall determine when the Project has been fully competed to its satisfaction. The time set forth for completion of the work is an essential element of the Agreement.

II. Each party represents and warrants that it has due power and lawful authority to execute and deliver this Amendment and to perform its obligations under the Agreement; and, furthermore, the Agreement and this Amendment are the valid, binding, and enforceable obligations of such party.

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III. All other terms of the Agreement which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be signed by their duly authorized representatives on behalf of such party, to be effective as of the date of the last party's execution hereof.

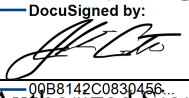
WILLIAMSON COUNTY:

_____
Authorized Signature

_____
County Judge/Presiding Officer

Date: _____

FALKENBERG CONSTRUCTION CO., INC:

DocuSigned by:

00B8142C0830456...
Authorized Signature

John E. Castro
Printed Name

Date: March 6, 2025 | 14:08 CST

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Agreement for Construction Services

(Cooperative Contract - Buy Board # 728-24)

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and Falkenberg Construction Co., Inc. ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor for the construction of the SWRP Cricket Batting Cage Remodel (hereinafter called the "Project"). The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Project, or any phase of the Project, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work").

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the sum of **One Hundred Twenty-Nine Thousand Six Hundred Forty-Five Dollars and Twenty-Six Cents ($129,645.26)** in accordance with the terms and conditions of this Agreement.

ARTICLE 3 PLANS AND SPECIFICATIONS: The Work shall be performed pursuant to and in accordance with the plans and specifications attached hereto as **Exhibit "A"**, as well as any revisions made thereto.

ARTICLE 4 CONTRACT TIME:

4.1 Contractor shall commence the Work upon instruction to do so from the Owner and shall achieve Substantial Completion within **Twenty (20) calendar days** from the date the Work is commenced; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Unless otherwise specified in writing, Contractor shall achieve Final Completion within **Ten (10) calendar days of Substantial Completion**. Owner shall determine when the Project has been fully and finally completed to its satisfaction. The time set forth for completion of the work is an essential element of the Agreement.

4.2 Liquidated Damages.

Contractor acknowledges and recognizes that Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that Owner has entered into, or will enter into, binding agreements upon Contractor's achieving Substantial

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Completion of the Work within the Contract Time. Contractor further acknowledges and agrees that if Contractor fails to complete substantially or cause the Substantial Completion of any Phase of the Work within the Contract Time, Owner will sustain extensive damages and serious loss as a result of such failure. In the cases of missed scheduled events, which incur exact losses of revenue and exact expenses for fees and other cancellation costs, Contractor shall be responsible for the exact amount of damages sustained by Owner. In other cases, the exact amount of such damages will be extremely difficult to ascertain. Therefore, Owner and Contractor agree as set forth below:

4.2.1 Subject to the other terms and conditions herein, if Substantial Completion is not achieved by the date specified above or by such date to which the Contract Time may be extended, the Contract Price shall be reduced by **One Hundred Dollars ($100) per calendar day** as liquidated damages and not as a penalty, until the date of Substantial Completion. Force majeure shall apply relative to both rain/snow delays (acts of nature) and/or supply delays over which Contractor has no control, and such force majeure delays shall not be subject to such reduction of the Contract Price.

4.2.2 Owner may deduct liquidated damages described herein from any unpaid amounts then or thereafter due Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due Contractor shall be payable by Contractor to Owner at the demand of Owner, together with the interest from the date of the demand at a rate equal to the prime interest rate as published by the Wall Street Journal on the **first (1st) business day** after such amounts are demanded.

4.2.3 Notwithstanding anything to the contrary in this Agreement, if Owner is unable to recover any portion of liquidated damages in accordance with the terms and conditions herein because it is found to be unenforceable or invalid as a penalty or otherwise, then, Owner shall be entitled to recover from Contractor all of Owner's actual damages in connection with the failure by Contractor to achieve Substantial Completion of the Work within the Contract Time, including, without limitation, direct, indirect, or consequential damages.

ARTICLE 5 PAYMENT:

5.1 Contractor shall receive one lump sum payment of the Contract Price upon completion of the Project.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

6.1 Contractor shall render, diligently and competently in accordance with the highest standards used in the profession, all Contractor services which shall be necessary or advisable for the expeditious, economical and satisfactory completion of the Project. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations and to further the interests of Owner in accordance with Owner's requirements and procedures.

6.2 Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of

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such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

6.3 Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

6.4 Contractor shall be responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work.

6.5 Insurance. Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner. All policies of insurance provided by the Contractor must comply with the requirements set forth herein, the Agreement and the laws of the State of Texas.

6.5.1 The Contractor shall provide and maintain, until the Work covered in the Agreement is completed and accepted by the Owner, the minimum insurance coverages in the minimum amounts as described below.

	Type of Coverage	Limits of Liability
.1	Worker's Compensation	Statutory
.2	Employer's Liability	
	Bodily Injury by Accident	$500,000 Ea. Accident
	Bodily Injury by Disease	$500,000 Ea. Employee
	Bodily Injury by Disease	$500,000 Policy Limit

.3 Commercial general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER OCCURRENCE
Commercial	

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General Liability (including premises, completed operations and contractual)	$1,000,000
Aggregate policy limits:	$2,000,000

.4 Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	$1,000,000	$1,000,000
Property damage	$1,000,000	$1,000,000
Aggregate policy limits	No aggregate limit	

.5 Damage to Rented Property/Premises (Ea. Occurrence): $100,000

.6 Builder's Risk Insurance (all-risks)

An all-risk policy, in the amount equal at all times to 100% of the Contract Price. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name its Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

a. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

b. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions if any. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

.6. Flood insurance when specified in Supplementary General Conditions or Special Conditions.

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.7 Umbrella coverage in the amount of not less than $5,000,000.

6.5.2 Workers' Compensation Insurance Coverage:

1. Definitions:

(a) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.

(b) Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by the Owner.

(c) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(d) Persons providing services on the Project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

2. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.
3. The Contractor must provide a certificate of coverage prior to execution of the Agreement/Contract, and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.
4. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.
5. The Contractor shall obtain from each person providing services on a project, and provide to the Owner:

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(a.) a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
(b.) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

6. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.
7. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.
8. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

9. The Contractor shall contractually require each person with who it contracts to provide services on a project, to:

(a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;
(b) provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;
(c) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
(d) obtain from each other person with whom it contracts, and provide to the Contractor:

i. a certificate of coverage, prior to the other person beginning work on the Project; and
ii. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

(e) retain all required certificate of coverage on file for the duration of the Project and for one year thereafter;
(f) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially

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affects the provision of coverage of any person providing services on the Project; and

(g) contractually require each person with whom it contracts, to perform as required by paragraphs (a)-(g), with the certificates of coverage to be provided to the person for whom they are providing services.

10. By signing the Agreement/Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

11. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the Agreement/Contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.

6.5.3 If insurance policies are not written for the amounts specified herein, Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of primary coverage.

6.5.4 Insurance coverage required hereunder shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company, or otherwise acceptable to Owner.

6.5.5 **The Owner ("Williamson County, Texas"), its officials, employees and volunteers shall be named as an additional insured on all required policies.** These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by that insurer to bind coverage on its behalf.

6.5.6 The furnishing of the above listed insurance coverage, as may be modified by the Agreement, must be tendered prior to execution of the Agreement/Contract, and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

6.5.7 Owner reserves the right to review the insurance requirements set forth herein during the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

6.5.8 Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or

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revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

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

6.5.10 Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement hereunder just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement hereunder shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

ARTICLE 7 INDEMNITY:

7.1 INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, Contractor SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF CONTRACTOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE PROJECT SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. CONTRACTOR HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OR THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES,

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PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF CONTRACTOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

7.2 Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 8 WARRANTY:

8.1 Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

8.2 Contractor shall provide warranty services for the Work for a **full twelve (12) months** following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

ARTICLE 9 PREVAILING WAGE RATE:

9.1 Duty to Pay Prevailing Wage Rates. The Contractor shall pay not less than the wage scale of the various classes of labor as shown on the "Prevailing Wage Schedule", as defined below. The specified wage rates are minimum rates only, and are not representations that qualified labor adequate to perform the Work is available locally at the prevailing wage rates. The Owner is not bound to pay—and will not consider—any claims for additional compensation made by any Contractor because the Contractor pays wages in excess of the applicable minimum rate contained in the Agreement. The "Prevailing Wage Schedule" is not a representation that quantities of qualified labor adequate to perform the Work may be found locally at the specified wage rates.

9.1.2 For classifications not shown, workers shall not be paid less than the wage indicated for Laborers. The Contractor shall notify each worker commencing work on the Project of the worker's job classification and the established minimum wage rate required to be paid, as well as the actual amount being paid. The notice must be delivered to and signed in acknowledgement of receipt by the employee and must list both the monetary wages and fringe benefits to be paid or furnished for each classification in which the

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worker is assigned duties. When requested by Owner, competent evidence of compliance with the Texas Prevailing Wage Law shall be furnished by Contractor.

9.1.3 A copy of each worker wage rate notification shall be submitted to the Owner with the Application for Payment for the period during which the worker began on-site activities.

9.2 Prevailing Wage Schedule. Pursuant to Texas Government Code Section 2258.022(2), the general prevailing rate of per diem wages for each craft or type of worker needed to execute the Contract and the prevailing rate for legal holiday and overtime work shall be the most recent prevailing wage rate for Williamson County, Texas for building construction as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, which are published and can be obtained online at https://sam.gov/search/?index=dbra (the "Prevailing Wage Schedule"). Should the Contractor at any time become aware that a particular skill or trade not reflected on the Prevailing Wage Schedule will be or is being employed in the Work, whether by the Contractor or by a subcontractor, the Contractor shall promptly inform the Owner and shall specify a wage rate for that skill or trade, which shall bind the Contractor.

9.3 Penalty for Violation. The Contractor and any Subcontractor shall pay to the Owner a penalty of sixty dollars ($60.00) for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the Prevailing Wage Schedule or any supplement or update thereto pursuant to previsions above. The Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the Work, and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the Owner.

9.4 Complaints of Violations of Prevailing Wage Rates. Within thirty-one (31) days of receipt of information concerning a violation of Texas Government Code, Chapter 2258, the Owner shall make an initial determination as to whether good cause exists to believe a violation occurred. The Owner's decision on the initial determination shall be reduced to writing and sent to the Contractor or Subcontractor against whom the violation was alleged, and to the affected worker. When a good cause finding is made, the Owner shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the Prevailing Wage Schedule and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.

9.5 Arbitration Required if Violation not Resolved. After the Owner makes its initial determination, the affected Contractor or Subcontractor and worker have fourteen (14) days in which to resolve the issue of whether a violation occurred, including the amount that should be retained by Owner or paid to the affected worker. If the Contractor or Subcontractor and affected worker reach an agreement concerning the worker's claim, the Contractor shall promptly notify the Owner in a written document signed by the worker. If the Contractor or Subcontractor and affected worker do not agree before the fifteenth (15th) day after the Owner's determination, the Contractor or Subcontractor and affected worker must participate in binding arbitration in

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accordance with the Texas General Arbitration Act, Chapter 171, Tex. Civ. Prac. & Rem. Code. The parties to the arbitration have ten (10) days after the expiration of the fifteen (15) days referred to above, to agree on an arbitrator; if by the eleventh (11th) day there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

9.6 Arbitration Award. If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the Contractor or Subcontractor the amount of penalty as provided herein and the amount owed the worker. The Owner may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the Owner has not retained enough from the Contractor or Subcontractor to pay the worker in accordance with the arbitration award, the worker has a right of action against the Contractor and Subcontractor as appropriate, and the surety of either to receive the amount owed, attorneys' fees and court costs. The Contractor shall promptly furnish a copy of the arbitration award to the Owner.

9.7 Prevailing Wage Retainage. Money retained pursuant to this section shall be used to pay the claimant or claimants the difference between the amount the worker received in wages for labor on the Project at the rate paid by the Contractor or Subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the Contractor or Subcontractor affected, or in the arbitrator's award. The full statutory penalty of sixty dollars ($60.00) per day of violation per worker shall be retained by the Owner to offset its administrative costs, pursuant to Texas Government Code, §2258.023. Any retained funds in excess of these amounts shall be paid to the Contractor on the earlier of the next progress payment or final payment. Provided, however, that the Owner shall have no duty to release any funds to either the claimant or the Contractor until it has received the notices of agreement or the arbitration award as provided in this section.

9.8 No Extension of Time. If the Owner determines that good cause exists to believe a violation has occurred, the Contractor shall not be entitled to an extension of time for any delay arising directly or indirectly from of the procedures set forth in this section.

ARTICLE 10 BONDS:

10.1 Performance Bond. Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law and the requirements set forth in the Agreement.

10.2 Payment Bond. Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law and the requirements set forth in the Agreement.

10.3 Warranty Bond. Upon Final Completion, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in the Agreement.

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ARTICLE 11 TERMINATION OR SUSPENSION OF THE AGREEMENT

11.1 Termination by Contractor

If one of the reasons described below exists, the Contractor may, upon thirty (30) business days written notice to the Owner, terminate the Agreement and recover from the Owner payment for Work executed, including reasonable overhead, profit, and costs incurred by reason of such termination:

11.1.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

11.1.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped; or

11.1.3 If the Work is stopped for a period of ninety (90) consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Agreement.

11.2 Termination by the Owner for Cause

11.2.1 The Owner may terminate the Agreement if the Contractor:

11.2.1.1 Fails to commence the Work in accordance with the provisions of the Agreement;

11.2.1.2 Fails to prosecute the Work to completion thereof in a diligent, efficient, timely, workmanlike, skillful and careful manner and in strict accordance with the provisions of the Agreement;

11.2.1.3 Fails to use an adequate amount or quality of personnel or equipment to complete the Work without undue delay;

11.2.1.4 Fails to perform any of its obligations under the Agreement;

11.2.1.5 Fails to make prompt payments when due to its Subcontractors and Suppliers, or as required by **Texas Government Code, Chapter 2251**;

11.2.1.6 Files any petition or other pleading seeking any relief under any provisions of the Federal Bankruptcy Act, as amended, or any other federal or state statute or law providing for reorganization of debts or other relief from creditors, permits a receiver or other person to be appointed on account of its insolvency or financial condition, or becomes insolvent;

11.2.1.7 Creates any situation or state of facts which would authorize or permit an involuntary petition in bankruptcy to be filed against Contractor; or

11.2.1.8 Has not met or in Owner's opinion will not meet the dates of Substantial Completion set forth in the Agreement.

11.2.2 When any of the reasons under **Paragraph 11.2.1** exist, the Owner, in its sole and absolute discretion, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, **thirty (30) calendar days** written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety, exclude

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the Contractor from the Project site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor; accept assignment of subcontracts of Contractors subcontractors; and finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

11.2.3 When the Owner terminates the Agreement for one of the reasons stated in **Paragraph 11.2.1**, the Contractor shall not be entitled to receive payment until the Work is finished. In the event that it is determined that sufficient cause did not exist for termination under this **Section 11.2**, then the termination shall be considered a termination for convenience, under **Section 11.4**, below.

11.2.4 If the unpaid balance of the Contract Price exceeds costs of finishing the Work, including compensation for expenses made necessary thereby, and other damages and costs incurred by the Owner in finishing the Work and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

11.3 Suspension by the Owner for Convenience

11.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

11.3.2 The Contract Price and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in **Paragraph 11.3.1**. Adjustment of the Contract Price shall include profit. No adjustment shall be made to the extent:

11.3.2.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

11.3.2.2 that an equitable adjustment is made or denied under another provision of the Agreement.

11.4 Termination by the Owner for Convenience

11.4.1 The Owner may, at any time, terminate the Agreement for the Owner's convenience and without cause.

11.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

11.4.2.1 Cease operations as directed by the Owner in the notice;

11.4.2.2 Take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

11.4.2.3 Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

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11.4.3 Upon Owner's termination for convenience, costs of the Work executed, including reasonable overhead and profit, incurred to and including the date of termination, will be due and payable to Contractor in accordance with the Agreement.

ARTICLE 12 MISCELLANEOUS PROVISIONS:

12.1 Interest and Late Payments. Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner 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 Owner'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 Contractor, Owner shall notify Contractor of the error not later than the twenty first (21st) day after the date Owner receives the invoice/application for payment. If the error is resolved in favor of Contractor, Contractor shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by Contractor beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the Owner, Contractor 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.

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

12.3 Assignment. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party.

12.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Project is located shall be the sole place

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of venue for any legal action arising from or related to this Agreement or the Project in which the Owner is a party.

12.5 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

12.6 Notices. All notices, consents, approvals, demands, requests or other communications relied on by the parties shall be in writing. Written notice shall be deemed to have been given when delivered in person to the designated representative of the Contractor or Owner for whom it is intended; or sent by U. S. Mail to the last known business address of the designated representative; or transmitted by fax machine to the last know business fax number of the designated representative. Mail notices are deemed effective upon receipt or on the third business day after the date of mailing, whichever is sooner. Fax notices are deemed effective the next business day after faxing.

12.7 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

12.8 Relationship of the Parties. Contractor shall be an independent contractor under this agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

12.9 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.

12.10 No Waiver of Sovereign Immunity. Nothing herein shall be construed as a waiver of sovereign immunity by Williamson County.

12.11 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of

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governmental functions or services must make those payments from current revenues available to the paying party.

12.12 Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

12.13 Entire Agreement & Incorporated Documents; Conflicting Terms. This Agreement constitutes the entire agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties.

The following documents shall comprise the Contract Documents:

1. This Agreement between County and Contractor;
2. Exhibit "A" – Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Agreement;
4. Cooperative Contract # 728-24 (Buy Board); and
5. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

In the event of a dispute or conflict relating to the terms and conditions of the Contract Documents, applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence:

1. This Agreement between County and Contractor;
2. Exhibit "A" – Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Agreement;
4. Cooperative Contract # 728-24 (Buy Board); and
5. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

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BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof.

OWNER:

WILLIAMSON COUNTY, TEXAS,
a political subdivision of the state of Texas

By: Bill Gravell (Feb 26, 2025 14:22 CST)

Printed Name: Bill Gravell

Title: County Judge

Date: Feb 26, 2025

CONTRACTOR:

Falkenberg Construction Co., Inc.

By: DocuSigned by: 00B8142C0830456...

Printed Name: John E. Castro

Title: President

Date: February 7, 2025 | 14:47 CST

Docusign Envelope ID: 377D00A2-DE41-4EAD-8B74-C8ACC7D941A4

Exhibit "A"

Plans and Specifications

Furnish labor, material and equipment for the SWRP Cricket Batting Cage Remodel Project for the as follows:

Proposal Breakdown		
RS Means Cost		**$129,064.47**
Coefficient	**0.98**	**$2,581.29**
Sub Total		**$126,483.18**
Bond	**2.5%**	**$3,162.08**
PROPOSAL TOTAL		**$129,645.26**

One Hundred Twenty-Nine Thousand Six Hundred Forty-Five and 26/100 ---------- Dollars

II. Scope of Work:

Demolition of existing batting cage structural pole system and all existing netting.
Provide and install a custom shell batting cage netting system to the existing 100x21concrete surface.
The netting system consists of 6 inch and 4 inch galvanized poles and galvanized cabling to allow for all of the netting to be hung 18 to 24 inches from contact zones with any pole during batting activities.
All netting is anchored via bottom cable and anchors to the concrete surface to prevent any stray balls from leaving the batting cages.
The new netting system will have the roof/top of the net 12 foot AGL of the concrete surface.
There will be one divider net to create two individual hitting cages.
Each cage will be approximately 10.5 feet wide.
Provide and install 2100 sq ft of KMTX 750PE artificial turf surface (green) to the entire concrete slab.
All seams will be glued via seam tape and all of the turf surface will be adhered to the concrete slab.
This will be a non-infill turf system (samples to be provided)
Form and pour concrete curb to the south end of the batting cage slab for installation of granite gravel.
Provide and install of granite gravel with binder for the new 40' X 22' run-up area, up to 18" depth.
Daily cleaning
Final clean

III. Exclusions:

Sales tax, overtime, permit fees
Any MEP work
Any work below grade
Landscaping / Vegetation
Unmarked water, utility or electrical lines or any other unmarked utilities
Any work outside of the Scope Of Work

Agenda Item #22 CC 02.25.2025 Approval of Construction Contract through Contract #2025135 for SWRP Cricket Batting Cage Remodel with Falkenberg Construction (003)

Final Audit Report 2025-02-26

Created:	2025-02-26
By:	Cheryl Johnson (cheryl.johnson@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAI7yxCX9Hfv0ot4SqxDadoPlteIkIU22b

"Agenda Item #22 CC 02.25.2025 Approval of Construction Contract through Contract #2025135 for SWRP Cricket Batting Cage Remodel with Falkenberg Construction (003)" History

Document created by Cheryl Johnson (cheryl.johnson@wilco.org)
2025-02-26 - 7:51:24 PM GMT- IP address: 173.219.39.210

Document emailed to Delia Colon (delia.colon@wilco.org) for delegation
2025-02-26 - 7:53:09 PM GMT

Email viewed by Delia Colon (delia.colon@wilco.org)
2025-02-26 - 8:00:31 PM GMT- IP address: 104.47.65.254

Document signing delegated to Bill Gravell (bgravell@wilco.org) by Delia Colon (delia.colon@wilco.org)
2025-02-26 - 8:00:39 PM GMT- IP address: 66.76.4.65

Document emailed to Bill Gravell (bgravell@wilco.org) for signature
2025-02-26 - 8:00:39 PM GMT

Email viewed by Bill Gravell (bgravell@wilco.org)
2025-02-26 - 8:22:22 PM GMT- IP address: 66.76.4.65

Document e-signed by Bill Gravell (bgravell@wilco.org)
Signature Date: 2025-02-26 - 8:22:44 PM GMT - Time Source: server- IP address: 66.76.4.65

Agreement completed.
2025-02-26 - 8:22:44 PM GMT

Powered by Adobe Acrobat Sign

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1279369

Date Filed:
03/10/2025

Date Acknowledged:
03/11/2025

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Falkenberg Construction Co., Inc.
Grand Prairie, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County Facilities Management

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

510.25
SWRP Cricket Batting Cage Remodel

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Gomez, Moses	Grand Prairie, TX United States	X	
Castro, John	Grand Prairie, TX United States	X	
Arnold, Chris	Grand Prairie, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
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Williamson County Facilities Management

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510.25
SWRP Cricket Batting Cage Remodel

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Gomez, Moses	Grand Prairie, TX United States	X	
Castro, John	Grand Prairie, TX United States	X	
Arnold, Chris	Grand Prairie, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is [redacted]

My address is [redacted]
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of TX, on the 10 day of March (month), 20 25 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **62.**

Meeting Date: 03/25/2025

Authorized Use Agreement with Round Rock ISD for County Sheriff

Submitted For: Matthew Lindemann **Submitted By:** Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Authorized Use Agreement between Round Rock ISD and Williamson County for the filming of a Job Recruitment video for the Williamson County Sheriff's Office on Williamson County properties.

Background

The proposed Authorized Use Agreement will allow the Westwood High School-Career & Technology Unit to film a Job Recruitment video for the Williamson County Sheriff's Office on March 26, 2025 and April 2, 2025 between the hours of 9:00 a.m. and 5:00 p.m. at the following locations: Williamson County Sheriff's Office, Williamson County Justice Center, Williamson County Historical Courthouse and Williamson County Fleet/Impound.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Round Rock ISD agreement

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	03/14/2025 02:23 PM
County Judge Exec Asst.	Andrea Schiele	03/14/2025 03:50 PM
Form Started By: Starla Hall		Started On: 03/03/2025 04:01 PM
Final Approval Date: 03/14/2025		

AUTHORIZED USE AGREEMENT

This Authorized Use Agreement (the "Agreement") is made between Williamson County, Texas, a political subdivision of the State of Texas ("County") and Round Rock ISD ("User").

RECITALS

WHEREAS, County has the right to operate and use the area or real property described in Exhibit "A"; and

WHEREAS, User desires to use the area or real property described in Exhibit "A".

AGREEMENT

NOW THEREFORE, and in consideration of the following promises, covenants, and conditions, the County and User (the "Parties") agree as follows:

1. USE:

In exchange for the public benefit obtained from User's use of the Authorized Area, the County hereby grants, subject to the terms and provisions hereof, to User permission to use the Authorized Area for the use described in Exhibit "A" hereto, and no other purpose (the "Permitted Use").

2. SPECIAL CONDITIONS OF USE:

User hereby acknowledges and agrees that the Authorized Areas include the public access areas at the Williamson County Sheriff's Office located at 508 S. Rock St., Georgetown, Williamson County Justice Center at 405 MLK Dr., Georgetown, Williamson County Historical Courthouse at 710 S. Main, St., Georgetown and Williamson County Fleet/Impound at 3181 SE Inner Loop, Georgetown. Further, User shall obtain any necessary consents from individuals that may be necessary in relation to filming such individuals and this Agreement in no way provides User with any filming rights as to individuals at the locations mentioned above.

3. SERVICES AND AMENITIES; ALTERATIONS:

User shall not make any alterations, additions or improvements to the Authorized Area or maintain signs or banners.

4. INTERRUPTION OR TERMINATION OF PERMITTED USE

County shall retain the rights to cause the interruption of any Permitted Use in the interest of public safety, and to likewise cause the termination of such Permitted Use when, in the sole judgment of County, such act is necessary in the interests of public safety.

5. MANAGEMENT; SAFETY; AND SECURITY:

In permitting the occupancy of Authorized Area by User, County retains and does not relinquish the right to issue and enforce such rules, regulations and directives as they may deem necessary for the safe, orderly and commercially sound operation of the Authorized Area. County employees and agents may enter and have access to the areas furnished hereunder at any time, and authorized personnel may enter at reasonable times necessary to the performance of their duties. County shall have the right to eject any objectionable person or persons from the Authorized Area, including and upon the exercise of this authority through County, its agents or officers, **the User, on behalf of itself, its agents and employees, hereby waives any rights and all claims for damages against County arising from such occurrences.** The User agrees that it will not allow any person at, in or about the Authorized Area who shall, upon reasonable nondiscriminatory grounds, be objected to by County. Such person's right to use the Authorized Area and the Authorized Area therein may be revoked by County. Unless otherwise specified in writing, County shall be entitled to schedule other events similar to the Permitted Uses both before and after the date of this Agreement without notice to User.

User shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the User's use of the Authorized Area. User shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to User and/or its agents, contractors, employees, patrons, performers or guests, all other persons in, on or around the Authorized Area and all property in, on or around the Authorized Area, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities.

6. COOPERATION WITH ALL OTHER USERS:

User acknowledges that County will make available, for use by others, such portions, areas and facilities of the Authorized Area that are not subject to this Agreement. The User agrees to cooperate in good faith with County and those persons using other portions and areas of the Authorized Area.

7. ALCOHOLIC BEVERAGES:

User hereby acknowledges and agrees that **no** alcoholic beverages shall consumed or possessed by User its agents, contractors, employees, patrons, performers or guests while in, on or about the Authorized Area.

8. **ASSUMPTION OF RISK:**

User, in using the Authorized Area and other facilities of the Authorized Area and equipment therein, if any, whether such equipment is specifically described or not, does so at its own risk. County shall not be liable for any damages to property or damages arising from personal injuries sustained by User or any of its agents, contractors, employees, patrons, performers or guests, in, on or about the Authorized Area, or of any other portion of the Authorized Area, including buildings, parking area walkways of the Authorized Area, unless such damage or

injury is caused by the County's negligence or willful misconduct. User assumes full responsibility for any property damage or injury which may occur to User, its agents, contractors, employees, patrons, performers or guests in, on or about the Authorized Area or other portion of the Authorized Area, unless such damage or injury is caused by the County's negligence or willful misconduct.

9. CAPACITY:

User shall not permit, nor admit a larger number of persons than can safely or freely move about the Authorized Area.

10. STATUTES/PERMITS:

User hereby acknowledges that County requires the full compliance of all Federal, State and local statutes and regulations as they may pertain to any and all activities conducted in, on or around the Authorized Area. This compliance includes sales activities and the mandated collection and remittance of all appropriate State and local sales taxes and purchase of business, parade or other types of permits.

11. NON-DISCRIMINATION:

The User shall not discriminate against any person or persons in connection with admission, services, or privileges offered to or enjoyed by the general public because of race, creed, ancestry, sexual orientation, disability, color, sex, marital status, age, religion or national origin.

12. INFLAMMABLE MATERIALS:

User shall not use open flames, or use or store oils, burning fluids, camphene, kerosene, naphtha or gasoline or other gases for either mechanical or other purposes.

13. LEGAL RECOURSE:

In the event the User violates any of the terms or conditions of this Agreement, County shall have, in addition to any other legal recourse, the right to terminate this Agreement and obtain possession of the entire Authorized Area, and to remove and exclude the User there from, all without service of notice or resort and without any legal liability on its part.

14. COMPLIANCE WITH LAW:

User, at its sole cost and expense, shall comply and secure compliance with requirements, including, but not limited to, wage and hour guidelines, and shall faithfully observe and secure observance in the use of the Authorized Area of all municipal ordinances and State and Federal Statutes now in force or which may hereafter be in force.

15. NO SUBLETTING AND ASSIGNMENT:

User shall not sublet, nor assign, pledge, hypothecate or mortgage this Agreement or any of its rights hereunder, without the prior written consent of the County.

16. FORCE MAJEURE:

In the event County's obligations to the User under this Agreement should be delayed, prevented or rendered impractical by any of the following events: fire, flood, riot, earthquake, civil commotion, strike, lockout, labor disturbances, explosions, sabotage, accident, war, other casualty, act of God, or any law ordinance, rule of regulation which becomes effective after the date of this Agreement or any other cause beyond County's reasonable control, County shall not be liable to perform. The User hereby waives any claim for damages or compensation for such delay or failure to perform, other than a return to it of any monies paid directly to County, but no other.

17. CANCELLATION BY COUNTY:

This Agreement may be canceled without liability to County, under any of the following conditions: (a) if the User is found to have provided false or misleading information to County, (b) if County finds that the use or proposed use will be detrimental to the health, safety or morals of County or to the efficient operation of the Authorized Area for the public welfare, (c) should any individual or group (members or guests) willfully or negligently mistreat or damage the equipment or Authorized Area or violate any of the policies, rules, regulations, terms and conditions established for use of the Authorized Area, (d) for failure to notify County of cancellation of any date or dates covered by the Agreement, (e) if User defaults on any or has not completed all conditions and requirements for use of Authorized Area within the time required prior to User's use of the Authorized Area, (f) in case the Authorized Area or any part thereof shall be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence, including strikes, labor disputes, wars or acts of military authorities, shall render the fulfillment of the contract difficult or impossible to perform, (g) if the Authorized Area is needed for public necessity or emergency use as determined by County or (h) upon ten (10) days' written notice to User.

18. GOVERNING LAW, VENUE:

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 Williamson County, Texas. Furthermore, 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.

19. BINDING EFFECT, ASSIGNABILITY:

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns subject, in the case of User, to the provisions of Section 21 above.

20. 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.

21. NO INDEMNIFICATION BY COUNTY:

User acknowledges and agrees that under the Constitution and the laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless any other party, including but not limited to User.

22. NOTICE:

Any notice to be given hereunder shall be in writing and may be affected by personal delivery, in writing or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

User:	As set forth on below User's execution herein below
County:	Williamson County Judge 710 S. Main Street, Ste. 101 Georgetown, Texas 78626
with copy to:	General Counsel's Office Williamson County Commissioners Court 401 W. 6th Street Georgetown, Texas 78626

23. 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.

24. REPORTS OF ACCIDENTS:

Within 24 hours after User becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the User), whether or not it results from or involves any action or failure to act by the User or any employee or agent of the User and which arises in any manner relating to the User's use of the Authorized Area, the User shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The User shall also immediately

send the County a copy of any summons, subpoena, notice, or other documents served upon the User, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the User's use of the Authorized Area under this Agreement.

25. CONSTRUCTION:

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

26. RELATIONSHIP OF 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.

27. NO WAIVER:

No action or inaction taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and such action or inaction will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature.

28. USES PROHIBITED

The Authorized Area shall not be used for the production of any still pictures, motion pictures, videotapes, photographs and sound recordings that would be considered to be obscene pursuant to state and/or federal laws or any use of the Authorized Area that would be defamatory to County. In the event User should use the Authorized Area for such purposes, such use shall be deemed a material breach of this Agreement and County may avail itself of any remedies allowed at law or in equity.

29. ENTIRETY OF AGREEMENT:

This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement shall become effective as of the date of the last party's execution below and may be amended only by written instrument signed by each party to this Agreement. 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.

AS ACCEPTED AND EXECUTED:

County:

_____
Williamson County Judge or Presiding Officer

DATED _____, 20___

User:

Round Rock ISD:

Authorized Signer: Dan Poolman

Printed Name: Daniel Poolman

Representative Capacity: Director of Purchasing

DATED March 13, 20 25

Contact Person: Sheri Bonds

Address: ATTN: CTE Department
1311 Round Rock Ave
Round Rock, Texas 78 681

Phone No.: (512) 464-5194

EXHIBIT "A"

DESCRIPTION AND GENERAL TERMS OF AUTHORIZED AREA

The County does hereby grant, subject to the terms and provisions hereof, to User, permission to use the following specified area(s), ingress and egress thereto via corridors and public areas devoted to ingress and egress, (the "Authorized Area"), for the following use and no other purpose (the "Permitted Use"):

Date(s):	**March 26, 2025 and April 02, 2025**
Hours:	**9 a.m. to 5 p.m.**
Permitted Use (Description of Use):	**Job Recruitment video for Williamson County Sheriff's Office**
Authorized Area (Location):	**Public Access Areas of:** **Williamson County Sheriff's Office** **508 S. Rock Street** **Georgetown, TX** **Williamson County Justice Center** **405 Martin Luther King Avenue** **Georgetown, TX** **Williamson County Historical Courthouse** **710 S. Main St.,** **Georgetown, TX** **Williamson County Fleet/Impound** **3181 SE Inner Loop** **Georgetown, TX**

Commissioners Court - Regular Session **63.**

Meeting Date: 03/25/2025

TCOLE Academy Training Provider Renewal Contract for County Sheriff

Submitted For: Matthew Lindemann **Submitted By:** Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Texas Commission on Law Enforcement Academy Training Provider Contract and authorize the Williamson County Sheriff to execute the contract.

Background

The TCOLE Academy Training Provider Contract allows the Sheriff's Office to provide law enforcement training courses at the Deputy A.W. Grimes Training Center. This is a renewal contract that will expire on December 31, 2029. This contract must be in place in order for the Training Center to continue with being an Academy providing law enforcement related training courses to licensees and for these licensees to receive credit for such training from the Texas Commission on Law Enforcement.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

TCOLE Academy Renewal Contract

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	03/14/2025 02:23 PM
County Judge Exec Asst.	Andrea Schiele	03/14/2025 03:51 PM
Form Started By: Starla Hall		Started On: 03/06/2025 08:14 AM
Final Approval Date: 03/14/2025		

TEXAS COMMISSION ON LAW ENFORCEMENT
ACADEMY TRAINING PROVIDER CONTRACT

I. AUTHORITY AND APPLICABLE STANDARDS.

1. The Texas Commission on Law Enforcement (Commission) and **Williamson County Sheriff's Office Academy (710001)** (Academy) enter into this contract by the Commission's approval of Training Provider's application under Texas Occupations Code Chapter 1701 and 37 Texas Administrative Code Chapters 211-29.

2. All requirements and standards of Texas Occupations Code Chapter 1701, 37 Texas Administrative Code Chapters 211-29, and any other applicable law are incorporated into this contract by reference. As such, this contract's lack of expressly mentioning a specific provision or requirement does not waive the requirement or excuse Training Provider's noncompliance.

3. By the signatures below, the designated individuals have full authority to enter into this agreement for their respective party.

4. The Commission's Executive Director or Designee has the authority to execute the provisions incorporated into this contract.

II. REQUIREMENTS AND OBLIGATIONS.

5. The Training Provider desires to provide law enforcement related training courses to licensees and for these licensees to receive credit for such training from the Commission.

6. In consideration of the Training Provider's promise to comply with all requirements incorporated into this contract, mutual covenants, agreements, and benefits to both parties the Commission and Training Provider agree to the provisions of this contract.

7. Training Provider represents it is in compliance with applicable provisions of the Americans with Disabilities Act of 1990 and the regulations promulgated by the Equal Employment Opportunity Commission, the United States Department of Justice and other applicable laws and regulations.

8. Training Provider represents that it is in compliance, and shall continue to comply, with all requirements incorporated into this contract. Thus, these requirements include:

(a) Training Provider shall appoint and maintain the appointment of an Advisory Board (Board) for the duration of this contract, and ensure membership does not fall below quorum for more than 30 days;

(b) Training Provider shall appoint a qualified training coordinator meeting all Commission requirements;

(c) Training Provider shall not conduct any Distance Education unless an approved Distance Education Addendum is executed.

(d) Training Provider shall conduct all classroom instruction in accordance with the Commission's minimum enrollment and training standards;

(e) Training Provider shall follow Commission instructor guides, when available, and retains the ability to enhance these instructor guides.

(f) Training Provider shall, on the basis of training needs identified in the application, develop instructor lesson plans containing learning objectives and student evaluations for each course. The courses provided shall be in accordance with the original application or addendums;

(g) Training Provider shall submit a report of training for each course conducted. Courses shall be submitted electronically through TCLEDDS. The Training Provider will not submit reports of training for annual weapons proficiency or similar recertification by test only.

(h) Training Provider shall submit to the Commission a form approved by the Commission within thirty days of: any change in the chief administrator or training coordinator; any failure to meet commission rules and standards by the academy, training coordinator, instructors, or advisory board; when non-compliance with federal or state requirements is discovered; or any change in name, physical location, mailing address, electronic mail address, or telephone number; any change in the department dean or Southern Association of Colleges & Schools (SACS) or Texas Higher Education Coordinating Board (THECB) status for academic alternative training providers.

(i) Training Provider shall send a representative to the Annual TCOLE Training Conference.

(j) Training Provider shall submit any failed L2 (medical examinations) or L3 (psychological examinations) form collected for the purpose of enrollment to TCOLE.

III. CANCELLATION, SUSPENSION, AND TERMINATION.

9. The Commission may immediately suspend operation of a contract for a Training Provider's noncompliance with the terms of the contract or any Commission rule or law. Operation of the contract may be suspended for a period of time, including a period pending outcome of an investigation or until remedial compliance with applicable standards has been met. The suspension is considered effective when the Training Coordinator is notified in writing.

10. The Commission may cancel a contract issued in error or based on false or incorrect information.

11. Either party may terminate this contract upon ten days written notice. The Commission may also terminate this contract if:

(a) the training coordinator intentionally or knowingly submits, or causes the submission of, a falsified document or a false written statement or representation to the commission;

(b) Training Provider has not met the needs of the communities or agencies it serves;

(c) Training Provider fails to comply with any term of a contract or violation of a commission rule or law, including when a provider has been classified as at risk under this chapter for a twelve-month period without complying with commission rules;

(d) Training Provider has failed to conduct training within a calendar year without a waiver from the commission; or

(e) If applicable, Training Provider has lost accreditation, including SACS or THECB approval.

IV. EXPIRATION AND RENEWAL.

12. This contract expires on **December 31, 2029**, unless otherwise cancelled, suspended or terminated earlier.

13. To be considered for renewal, the Training Provider shall submit to the Commission a contract renewal application that meets the timeline set forth by Commission rules. The Commission may renew this contract for any term deemed appropriate and dependent upon an evaluation which includes an assessment of the provider's compliance with: commission standards; terms of the contract; program performance, and needs of the community or agencies it services.

V. OTHER CONTRACT CLAIMS.

14. If applicable, Training Provider shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any claim for breach of contract made by the Training Provider:

(a) Training Provider's claims for breach of this Contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Government Code. To initiate the process, the Training Provider shall submit written notice, as required by subchapter B, to the Executive Director of the Commission. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of the Training Provider and the Commission otherwise entitled to notice under the parties' Contract. Compliance by the Training Provider with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Government Code.

(b) The contested case process provided in Chapter 2260, subchapter C, of the Government Code is Training Provider's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by the Commission if the parties are unable to resolve their disputes under Section A.

(c) Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by the Commission nor any other conduct of any representative of the Commission relating to the Contract shall be considered a waiver of sovereign immunity to suit.

(d) The submission, processing and resolution of the Training Provider's claim is governed by the published rules adopted by the Office of the Attorney General pursuant to Chapter 2260, as currently effective.

VI. INDEMNITY.

15. To the extent authorized by the Texas Constitution and state law, the Training Provider agrees to indemnify and save harmless the Commission, its Commissioners, Executive Director, and employees from and against any and all claims, demands, actions, and suits; including but not limited to any liability for damages by reason or arising out of any and all contents contained in the courses or the locations at which the courses are conducted pursuant to this contract, or arising out of or involving any negligence on the part of the Training Provider, its chief administrator, training coordinator or its agents, employees or appointees.

TEXAS COMMISSION ON LAW ENFORCEMENT

By: _____
Cullen Grissom
Designee

Date: February 3, 2025

WILLIAMSON COUNTY SHERIFF'S OFFICE ACADEMY

By: _____
Sheriff Matthew Lindemann
Chief Administrator

Date: _____

Commissioners Court - Regular Session **64.**

Meeting Date: 03/25/2025

New Standard Agreement with Rancho Del Cielo MUD for County Sheriff

Submitted For: Matthew Lindemann **Submitted By:** Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding approval and receipt of the Standard Agreement with Rancho Del Cielo Municipal Utility District for off-duty contracting of County Sheriff Deputies to be effective March 25, 2025.

Background

This is a new agreement for Rancho Del Cielo in Jarrell. This new agreement will give permission for Rancho Del Cielo MUD to contract County Sheriff Deputies in a private capacity and the County to invoice that MUD for deputies' vehicle usage. The term of this agreement shall begin on March 25, 2025 and will have two additional one-year automatic renewals on October 1, 2025 and October 1, 2026. The agreement will be revisited with proper approvals from the Commissioners Court for October 1, 2027 (FY'28).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Rancho Del Cielo MUD

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/12/2025 04:13 PM
Form Started By: Starla Hall		Started On: 03/12/2025 04:49 AM
Final Approval Date: 03/12/2025		

STATE OF TEXAS	§	**STANDARD AGREEMENT WITH**
	§	**LOCAL GOVERNMENTAL ENTITY**
	§	**REGARDING OFF-DUTY**
	§	**CONTRACTING OF COUNTY**
COUNTY OF WILLIAMSON	§	**LAW ENFORCEMENT AGENCY DEPUTIES**

This interlocal agreement (hereinafter, the "AGREEMENT") is entered into by and between the local governmental entity set forth on the signature page below (hereinafter, "LGE") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Law Enforcement Agency (hereinafter, "LEA").

For and in consideration of the permission given by COUNTY for the LGE to contract in a private capacity DEPUTIES of the LEA (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the LGE, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES cannot enforce policies or rules of the LGE. To the extent applicable, the DEPUTIES shall enforce District Rules and Regulations adopted pursuant to Section 54.205(4) of the Texas Water Code and published in accordance with Sections 54.206 through 54.208 of the Texas Water Code provided that a violation of such District Rules and Regulations also constitutes a crime under the Texas Penal Code. ***LGE expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of LGE when contracted by the LGE.***

2. It is understood by the LGE that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity. If the permission of the COUNTY is withdrawn, the LGE agrees to terminate its contractor relationships with DEPUTIES. The LGE, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.

3. Prior to the beginning of DEPUTIES performing services for the LGE, the LGE shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas, intergovernmental risk pool or equivalent coverage through the Texas Municipal League Intergovernmental Risk Pool with minimum amounts of Ten Thousand Dollars ($10,000) per occurrence for property damage, One Hundred Thousand Dollars ($100,000) per person, and Three Hundred Thousand Dollars ($300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on March 25, 2025 and shall terminate on September 30, 2025, and will have two (2) additional one (1) year automatic renewal terms. The AGREEMENT will automatically renew on October 1, 2025, and October 1, 2026. The Agreement must be revisited with proper approvals from

governing bodies and elected official(s) for ~~FY2027~~ FY2028. Either party may terminate this Agreement, for convenience and without cause, by providing thirty (30) days' advance written notice to the other party.

5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.

6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.

7. COUNTY agrees to invoice LGE for the reimbursement amounts for DEPUTIES' vehicle usage at the rate of **$14.00 per hour per vehicle** (to cover LGE's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance). The LGE acknowledges that the above-described reimbursement rate will not totally cover the entire costs incurred by COUNTY for the fully equipped patrol vehicle that is being utilized by such DEPUTIES in the LGE's boundaries; provided, however, COUNTY deems such unrecovered costs for the fully equipped patrol vehicle to be of a public benefit to the citizens of Williamson County.

8. On a monthly basis for each vehicle used by DEPUTIES, LGE agrees to cause DEPUTIES to maintain a written log of all times that vehicles are used for off-duty work, whether the vehicle is actually driven or parked. LGE shall provide such vehicle time records to COUNTY and LEA no later than the end of each quarter (end of month for each of the following: March, June, September, and December). COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and LGE will pay such invoice pursuant Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"). Reporting must be submitted to:

LEA: At the address set forth on the signature page below.

COUNTY: Williamson County Auditor's Office
Attn: Finance Director
710 Main Street, Suite 301
Georgetown, Texas 78626

9. LGE agrees that it shall pay DEPUTIES directly and file all applicable reporting forms with the Internal Revenue Service, as determined by the LGE.

10. 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.

11. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY or LGE, or their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY and LGE do 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.

LGE:

Name of LGE: **RANCHO DEL CIELO MUNICIPAL UTILITY DISTRICT**

Signature: _____

Printed Name: Meredith Kizewski

Title: President, Board of Directors

Date: March 10, 2025

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

LEA: Sheriff

Printed Name of Official: Matthew Lindemann

Signature of Official: Matthew Lindemann

Date: March 10, 2025

Address of Office: 508 S. Rock St.
Georgetown TX 78626

COUNTERPART SIGNATURE PAGE
REGARDING COUNTY-VEHICLE USE
DURING OFF-DUTY SERVICES OF
COUNTY DEPTUIES

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR
CONFIRMATION OF BUDGETARY AUTHORIZATION
RELATED TO USE OF
VEHICLES FOR OFF-DUTY WORK[1]

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: _____
Williamson County Judge or
Presiding Officer,
Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

Date: _____ _____, 20____

[1] Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

Commissioners Court - Regular Session **65.**

Meeting Date: 03/25/2025

Approval of Services and Purchase Contract #2025160 for Installation of Antenna Repeater at N Jail with Bearcom Operating LLC for Facilities Management

Submitted For: Joy Simonton **Submitted By:** Michelle McKinney, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Services and Purchase Contract #2025160 with Bearcom Operating LLC for Installation of Antenna Repeater at the Williamson County Jail (N Jail) for Facilities Management in the amount of $19,998.80 and authorize execution of this agreement.

Background

This Services and Purchase Contract #2025160 is attached between Williamson County and Bearcom Operating LLC for the Installation of Antenna Repeater at Williamson County Jail (N Jail) 306 W 4th St, Georgetown TX 78626. Funding Source is 01.0100.1008.004509 and the Point of Contact is Gretchen Glenn.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Service and Purchase Contract

Form 1295 - Bearcom Operating LLC Complete

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/19/2025 10:00 PM
County Judge Exec Asst.	Andrea Schiele	03/19/2025 10:44 PM
Form Started By: Michelle McKinney		Started On: 03/06/2025 10:31 AM
Final Approval Date: 03/19/2025		

WILLIAMSON COUNTY
SERVICES AND PURCHASE CONTRACT
Bearcom Operating LLC.
Quote No. 689042

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS SERVICES AND PURCHASE CONTRACT (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Bearcom Operating LLC** (hereinafter "Service Provider"), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services and purchase goods described herein pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The services include but are not limited to the services and work described in the attached **Quote No. 689042** being marked as **Exhibit "A,"** which is incorporated herein to the extent the Quote meets or exceeds the requirements of County's solicitation, if applicable.

Should the County choose to add services in addition to those described in **Exhibit "A"**, such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional services. Service Provider shall not begin any additional services and the County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

Service Provider represents that Service Provider (including Service Provider's agents, employees, volunteers, and subcontractors, as applicable) possess all certifications, licenses, inspections, and permits required by law to carry out the services and work described in **Exhibit "A."** The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure.

II.

Goods: Service Provider shall provide County the goods described in the attached Quote being marked as **Exhibit "A,"** which is incorporated herein to the extent it meets or exceeds the County's solicitation, if applicable.

Should the County choose to purchase goods in addition to those described in Exhibit "A", such additional goods shall be described in a separate written amendment to this Contract wherein the additional goods shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional goods. Service Provider shall not provide any additional goods and the County shall not be obligated to pay for any additional goods unless a written amendment to this Contract has been signed by both parties.

III.

Effective Date and Term: This Contract shall be in full force and effect when signed by all parties and shall continue through September 30, 2025, from effective date. Unless terminated sooner pursuant to paragraph X below, if applicable, at the end of the agreement term, Williamson County Commissioners Court reserves the right to renew the agreement for additional fiscal years, by mutual agreement of both parties, as it deems to be in the best interest of Williamson County.

IV.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for the specific project herein as set out in **Exhibit "A"**. The not-to-exceed amount under this Contract is Nineteen Thousand, Nine-Hundred, Ninety-Eight Dollars and Eighty Cents ($19,998.80).

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the 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 the 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.

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes. The County agrees to provide exemption certificates to Service Provider upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Service Provider for the supplies or products provided or any Services rendered.

V.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by the County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to the County and name the County as an additional insured.

	Type of Coverage	**Limits of Liability**
a.	Worker's Compensation	Statutory
b.	Employer's Liability	
	Bodily Injury by Accident	$500,000 Ea. Accident
	Bodily Injury by Disease	$500,000 Ea. Employee
	Bodily Injury by Disease	$500,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$1,000,000	$1,000,000
Aggregate policy limits:		$2,000,000

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	$1,000,000	$1,000,000
Property damage	$1,000,000	$1,000,000
Aggregate policy limits	No aggregate limit	

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by the County.

Upon execution of this Contract, Service Provider shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

VI.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with the County, nor shall Service Provider hold itself out as an agent or official representative of the County. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense, or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

VII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VIII.

No Waiver of Sovereign Immunity or Powers: Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge.

IX.

Compliance With All Laws: Service Provider agrees and will comply with all local, state, or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state, or local law or regulations are automatically incorporated into the Contract without written amendment hereto and shall become effective on the date designed by such law or by regulation.

X.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof.

XI.

Venue and Applicable Law: Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XII.

Severability: In case any one or more of the provisions contained in this Contract 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 in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XIII.

Right to Audit: Service Provider agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that the County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

XIV.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this Contract.

XV.

No Assignment: Service Provider may not assign this Contract.

XVI.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XVII.

Foreign Terrorist Organizations: Service Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

XVIII.

Public Information: Service Provider understands that County will comply with the Texas Public information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

XIX.

Damage to County Property: Service Provider shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Service Provider and its employees, agents, subcontractors, and suppliers, including any delivery or transporting company, in connection with any performance pursuant to this Contract. Service Provider shall notify County in writing of any such damage within one (1) calendar day.

XX.

Media Releases: Service Provider shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

XXI.

Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf (wilco.org). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXII.

Entire Contract & Incorporated Documents; Conflicting Terms: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this Contract include the following:

A. As described in the attached Proposal and being marked **Exhibit "A,"** which is incorporated to the extent the Proposal meets or exceeds the requirements of County's solicitation, if applicable;
B. Insurance certificates evidencing coverages required herein above and
C. Any Addendums agreed by both parties.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Contract.

XXIII.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of the County's governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of the County.

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

_____
Authorized Signature

Judge Bill Gravell, Jr.
County Judge

Date: _____,20__

SERVICE PROVIDER:

Bearcom Operating LLC.
Name of Service Provider

Keith Ferguson
Authorized Signature

Keith Ferguson
Printed Name

Date: March 3, 2025

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Mar 05 2025 Time: 10:27 am

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Mar 05 2025 Time: 7:47 am

EXHIBIT A
Quote No. 689042

Proposal

Quote Number:	689042	Printed On:	2025-02-12
Quote Date:	2025-02-12		10:31:36
Branch:	20142	Page:	1

Customer/Prospect Number - 5534554 -

WILLIAMSON COUNTY, TEXAS
306 W 4TH ST
GEORGETOWN TX 78626-4906

Customer Contact:	TOMMY CROCKETT	**Customer Email:**	THOMAS.CROCKETT@WILCO.ORG
Phone Number:	(254) 415-5873	**Delivery Instr:**	

Quantity	Part Number	Unit Price	Extended Price
1	INSTALLATION MATERIALS	500.00	500.00
5	IXL-YJN-H4PU TES OMNI ANTENNA 380-2700MHZ 253711	104.84	524.20
700	AL4RPV-50 TES 1/2 PLENUM 50 OHM CABLE 322092	3.43	2,401.00
16	L4TNM-PSA ANDREW N MALE FOR 1/2" LDF4 TES 377273	22.13	354.08
4	DC-FR06-ON300C(I) TES COMBA 6DB COUPLER NF 253969	127.38	509.52
1	INSTALL INSTALLATION SERVICES	15,710.00	15,710.00

Quote valid until:	**2025-03-12**	**Confidential and Proprietary**	Sub Total	19,998.80	
			Shipping and Handling	TBD	Estimate
			Tax	TBD	
			Total	19,998.80	

TED LYNCH
Account Executive
Ted.Lynch@BearCom.com

ROUND ROCK Branch Office: 512-279-5950
FAX: 512-852-7688

QUOTE NOTES:

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1276471

Date Filed:
03/03/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Bearcom Operating LLC.
Round Rock, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2025160
Replaced and install 5 antennas for BDA in Jail

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Keith E Ferguson, and my date of birth is [redacted].

My address is [redacted] (street), [redacted] (city) (state) (zip code) (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Williamson County, State of Texas, on the 4th day of March (month), 2025 (year).

Keith Ferguson
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1276471

Date Filed:
03/03/2025

Date Acknowledged:
03/06/2025

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Bearcom Operating LLC.
Round Rock, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2025160
Replaced and install 5 antennas for BDA in Jail

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **66.**

Meeting Date: 03/25/2025

Approval for Renewal #2 for Contract #23RFP11 with Allied Electric Services, Inc. for Electrical Infrastructure Maintenance and Installation for Facilities Managment

Submitted For: Joy Simonton **Submitted By:** Theresa Gross, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing Renewal #2 of contract #23RFP11, Electrical Infrastructure Maintenance & Installation Services, on the same terms and conditions as the existing contract with Vendor, Allied Electric Services, Inc., for the 12-month term beginning October 1, 2025, through September 30, 2026.

Background

This is the second (2nd) renewal of this contract for Electrical Infrastructure Maintenance & Installation Services. The Facilities Management Department has confirmed the vendor met all the County requirements in this contract and requests renewal. Funding Source: 01.0100.0509.004510. Point of Contact: Christi Stromberg and Shantil Moore.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Renewal 2

Renewal 1

TEC 1295

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/19/2025 01:09 PM
County Judge Exec Asst.	Andrea Schiele	03/19/2025 10:47 PM
Form Started By: Theresa Gross		Started On: 03/06/2025 02:10 PM
Final Approval Date: 03/19/2025		

Summary Agreement for Renewal of Williamson County Contract

Contract Number:	23RFP11	**Department:**	Facilities Management
Vendor Name:	Allied Electric Service Inc.		
Purpose/Intended Use of Product or Service (summary):			
RFP Electrical Infrastructure Maintenance + Installation			
Type of Contract:	RFP	**Start Date: 10/1/2025**	
Purchasing Contact:	Theresa Gross	**End Date: 9/30/2026**	
Department Contact:	Christi Stromberg		

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms, and conditions as the existing contract.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.

Renewal Option Period 3
Renewal Option Period 2 October 1, 2025-September 30, 2026
Renewal Option Period 1 October 1, 2024-September 30, 2025
Initial Contract Period February 28,2023-September 30, 2024

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET FORTH AS STATED ABOVE

Vendor Allied Electric Services, Inc.

Name Paige Paul

Title CEO

Signature Paige D. Paul

Date 3/18/2025

Williamson County, 710 Main St., Georgetown, TX 78626

Bill Gravell, Jr

Williamson County Judge

Signature _____

Date _____

FY24/25 Attachment B – Compensation and Fee Schedule

This attachment shall be completed and returned with the Contractor response. Failure to return this completed attachment will result in the disqualification of the response.

Contractor shall submit a Compensation and Fee Schedule with a full list of all personnel titles and the hourly billing rate for each discipline which shall be incorporated into its contract.

Rates shall remain firm throughout the term of this contract purchase agreement. This compensation and fee scheduled shall be used to establish fixed prices for services by purchase order.

After award and as individual projects are identified, awarded Contractor will be requested to submit a fee proposal detailing the total fee for providing the Services for the specific project expressed as a "not to exceed" amount, the number of hours (by specialty in accordance with the approved fee schedule), and the total anticipated amount for reimbursable expenses. Contractor shall be responsible for all expenses associated with the work identified in the purchase order. (Labor, equipment, materials, travel, etc.). Final work order proposal, including all expenses for each individual work orders will be negotiated and approved at time of award of each work order and shall become a "fixed price" work order.

Personnel Level	Rate
1. Master Electrician	
a. Regular Hours	$99/Hr
b. After Regular Hours	$139/Hr
c. Weekends or County approved Holidays	$179/Hr
2. Journeyman Electrician	
a. Regular Hours	$89/Hr
b. After Regular Hours	$129/Hr
c. Weekends or County approved Holidays	$169/Hr
3. Apprentice Electrician (Helper)	
a. Regular Hours	$54/Hr
b. After Regular Hours	$75/Hr
c. Weekends or County approved Holidays	$89/Hr
4. **Emergency Response during Regular Hours**	
a. Master Electrician	$179/Hr
b. Journeyman Electrician	$169/Hr
5. Emergency Response on Weekends or Approved Holidays	
a. Master Electrician	$179/Hr
b. Journeyman Electrician	$169/Hr

Emergency Response during Regular Hours, Weekends or Approved Holidays will include an Emergency Dispatch Fee of $75.

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Summary Agreement for Renewal of Williamson County Contract

Contract Number:	23RFP11	**Department:**	Facilities Management
Vendor Name:	Allied Electric Services, Inc.		
Purpose/Intended Use of Product or Service (summary):			
RFP Electrical Infrastructure Maintenance & Installation Services			
Type of Contract:	RFP	**Start Date:**	10/01/2024
Purchasing Contact:	Cheryl Johnson	**End Date:**	09/30/2025
Department Contact:	Christi Stromberg		

- **Williamson County wishes to extend this bid/proposal for the same price, terms, and conditions as the existing contract.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.

Renewal Option Period 3
Renewal Option Period 2
Renewal Option Period 1 October 01, 2024- September 30-2025
Initial Contract Period February 28, 2023- September 30-2024

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET FORTH AS STATED ABOVE

Vendor Allied Electric Services, Inc. ____

Name James Paul_____

Title President _____

Signature_____

Date 8-29-2024 _____

Williamson County, 710 Main St., Georgetown, TX 78626

Bill Gravell, Jr

Williamson County Judge

Signature Bill Gravell (Sep 11, 2024 07:16 CDT)

Date Sep 11, 2024

FY24/25 Attachment B – Compensation and Fee Schedule

This attachment shall be completed and returned with the Contractor response. Failure to return this completed attachment will result in the disqualification of the response.

Contractor shall submit a Compensation and Fee Schedule with a full list of all personnel titles and the hourly billing rate for each discipline which shall be incorporated into its contract.

Rates shall remain firm throughout the term of this contract purchase agreement. This compensation and fee scheduled shall be used to establish fixed prices for services by purchase order.

After award and as individual projects are identified, awarded Contractor will be requested to submit a fee proposal detailing the total fee for providing the Services for the specific project expressed as a "not to exceed" amount, the number of hours (by specialty in accordance with the approved fee schedule), and the total anticipated amount for reimbursable expenses. Contractor shall be responsible for all expenses associated with the work identified in the purchase order. (Labor, equipment, materials, travel, etc.). Final work order proposal, including all expenses for each individual work orders will be negotiated and approved at time of award of each work order and shall become a "fixed price" work order.

Personnel Level	Rate
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a. Regular Hours	$99/Hr
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c. Weekends or County approved Holidays	$179/Hr
2. Journeyman Electrician	
a. Regular Hours	$89/Hr
b. After Regular Hours	$129/Hr
c. Weekends or County approved Holidays	$169/Hr
3. Apprentice Electrician (Helper)	
a. Regular Hours	$54/Hr
b. After Regular Hours	$75/Hr
c. Weekends or County approved Holidays	$89/Hr
4. **Emergency Response during Regular Hours**	
a. Master Electrician	$179/Hr
b. Journeyman Electrician	$169/Hr
5. Emergency Response on Weekends or Approved Holidays	
a. Master Electrician	$179/Hr
b. Journeyman Electrician	$169/Hr

Emergency Response during Regular Hours, Weekends or Approved Holidays will include an Emergency Dispatch Fee of $75.

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Agenda Item#81, CC 9.10.24 Approval of Renewal for #1 for Contract 23RFP11- Allied Electric for Electrical for Facilites Management (Cheryl) (1)

Final Audit Report 2024-09-11

Created:	2024-09-09
By:	Cheryl Johnson (cheryl.johnson@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvBWws16v-02ImU1LeUdJP5GMfSNaVQjj

"Agenda Item#81, CC 9.10.24 Approval of Renewal for #1 for Contract 23RFP11- Allied Electric for Electrical for Facilites Management (Cheryl) (1)" History

Document created by Cheryl Johnson (cheryl.johnson@wilco.org)
2024-09-09 - 6:49:42 PM GMT- IP address: 173.219.39.210

Document emailed to Rebecca Pruitt (becky.pruitt@wilco.org) for delegation
2024-09-09 - 6:50:34 PM GMT

Email viewed by Rebecca Pruitt (becky.pruitt@wilco.org)
2024-09-10 - 6:01:15 PM GMT- IP address: 66.76.4.65

Document signing delegated to Bill Gravell (bgravell@wilco.org) by Rebecca Pruitt (becky.pruitt@wilco.org)
2024-09-10 - 6:01:42 PM GMT- IP address: 66.76.4.65

Document emailed to Bill Gravell (bgravell@wilco.org) for signature
2024-09-10 - 6:01:42 PM GMT

Email viewed by Bill Gravell (bgravell@wilco.org)
2024-09-11 - 12:16:32 PM GMT- IP address: 74.192.154.197

Document e-signed by Bill Gravell (bgravell@wilco.org)
Signature Date: 2024-09-11 - 12:16:45 PM GMT - Time Source: server- IP address: 74.192.154.197

Agreement completed.
2024-09-11 - 12:16:45 PM GMT

Powered by Adobe Acrobat Sign

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1278821

Date Filed:
03/07/2025

Date Acknowledged:
03/11/2025

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Allied Electric Services, Inc.
Georgetown, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

23RFP11
Electrical Maintenance Repairs and Installation Services "As Needed" for Williamson County, Texas

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1278821

Date Filed:
03/07/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Allied Electric Services, Inc.
Georgetown, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

23RFP11
Electrical Maintenance Repairs and Installation Services "As Needed" for Williamson County, Texas

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My nam[redacted]

My add[redacted]

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Williamson County, State of Texas, on the 7th day of March (month), 2025 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **67.**

Meeting Date: 03/25/2025

Approval of Renewal #2 for Contract 23RFP11 with Doyle Electric LLD for Electrical Infrastructure Maintenance and Installation Services for Facilities Management

Submitted For: Joy Simonton **Submitted By:** Theresa Gross, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Renewal #2 of contract #23RFP11, Electrical Infrastructure Maintenance & Installation Services, for the same terms and conditions as the existing contract with Doyle Electric LLC, for a 12-month term beginning October 1, 2025, through September 30, 2026.

Background

This is the second (2nd) renewal of this contract for Electrical Infrastructure Maintenance and Installation Services. The Facilities Management Department has confirmed the vendor met all the County requirements in this contract and requests renewal. Funding Source: 01.0100.0509.004510. Point of Contact: Christi Stromberg and Shantil Moore.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Renewal 2

Renewal 1

TEC 1295

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/19/2025 12:51 PM
County Judge Exec Asst.	Andrea Schiele	03/19/2025 10:59 PM
Form Started By: Theresa Gross		Started On: 03/06/2025 02:12 PM
Final Approval Date: 03/19/2025		

WILCO
PURCHASING

Summary Agreement for Renewal of Williamson County Contract

Contract Number:	23RFP11	**Department:**	Facilities Management
Vendor Name:	Doyle Electric LLC		
Purpose/Intended Use of Product or Service (summary):			
RFP Electrical Infrastructure Maintenance + Installation Services			
Type of Contract:	RFP	**Start Date: 10.1.2025**	
Purchasing Contact:	Theresa Gross	**End Date: 9.30.2026**	
Department Contact:	Christi Stromberg		

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms, and conditions as the existing contract.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.

Renewal Option Period 3
Renewal Option Period 2 October 1, 2025-September 30, 2026
Renewal Option Period 1 October 1, 2024-September 30, 2025
Initial Contract Period February 28,2023-September 30, 2024

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET FORTH AS STATED ABOVE

Vendor Doyle Electric, LLC

Name Dustin Doyle

Title Vice-President

Signature _____

Date 03/11/2025

Williamson County, 710 Main St., Georgetown, TX 78626

Bill Gravell, Jr

Williamson County Judge

Signature _____

Date _____

FY24/25 Attachment B – Compensation and Fee Schedule

This attachment shall be completed and returned with the Contractor response. Failure to return this completed attachment will result in the disqualification of the response.

Contractor shall submit a Compensation and Fee Schedule with a full list of all personnel titles and the hourly billing rate for each discipline which shall be incorporated into its contract.

Rates shall remain firm throughout the term of this contract purchase agreement. This compensation and fee scheduled shall be used to establish fixed prices for services by purchase order.

After award and as individual projects are identified, awarded Contractor will be requested to submit a fee proposal detailing the total fee for providing the Services for the specific project expressed as a "not to exceed" amount, the number of hours (by specialty in accordance with the approved fee schedule), and the total anticipated amount for reimbursable expenses. Contractor shall be responsible for all expenses associated with the work identified in the purchase order. (Labor, equipment, materials, travel, etc.). Final work order proposal, including all expenses for each individual work orders will be negotiated and approved at time of award of each work order and shall become a "fixed price" work order.

Personnel Level	Rate
1. Master Electrician	
a. Regular Hours	$95.00
b. After Regular Hours	$142.50
c. Weekends or County approved Holidays	$142.50
2. Journeyman Electrician	
a. Regular Hours	$90.00
b. After Regular Hours	$135.00
c. Weekends or County approved Holidays	$135.00
3. Apprentice Electrician (Helper)	
a. Regular Hours	$50.00
b. After Regular Hours	$75.00
c. Weekends or County approved Holidays	$75.00
4. **Emergency Response during Regular Hours**	
a. Master Electrician	$95.00
b. Journeyman Electrician	$90.00
5. Emergency Response on Weekends or Approved Holidays	
a. Master Electrician	$142.50
b. Journeyman Electrician	$135.00

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WILCO
PURCHASING

Summary Agreement for Renewal of Williamson County Contract

Contract Number:	23RFP11	**Department:**	Facilities Management
Vendor Name:	Doyle Electric LLC.		
Purpose/Intended Use of Product or Service (summary):			
RFP Electrical Infrastructure Maintenance & Installation Services			
Type of Contract:	RFP	**Start Date:**	10/01/2024
Purchasing Contact:	Cheryl Johnson	**End Date:**	09/30/2025
Department Contact:	Christi Stromberg		

- **Williamson County wishes to extend this bid/proposal for the same price, terms, and conditions as the existing contract.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.

Renewal Option Period 3
Renewal Option Period 2
Renewal Option Period 1 October 01, 2024- September 30-2025
Initial Contract Period February 28, 2023- September 30-2024

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET FORTH AS STATED ABOVE

Vendor Doyle Electric, LLC

Name Dustin Doyle

Title Vice-President

Signature _____

Date 09/04/2024

Williamson County, 710 Main St., Georgetown, TX 78626

Bill Gravell, Jr

Williamson County Judge

Signature Bill Gravell Jr. Bill Gravell (Sep 11, 2024 07:16 CDT)

Date Sep 11, 2024

FY24/25 Attachment B – Compensation and Fee Schedule

This attachment shall be completed and returned with the Contractor response. Failure to return this completed attachment will result in the disqualification of the response.

Contractor shall submit a Compensation and Fee Schedule with a full list of all personnel titles and the hourly billing rate for each discipline which shall be incorporated into its contract.

Rates shall remain firm throughout the term of this contract purchase agreement. This compensation and fee scheduled shall be used to establish fixed prices for services by purchase order.

After award and as individual projects are identified, awarded Contractor will be requested to submit a fee proposal detailing the total fee for providing the Services for the specific project expressed as a "not to exceed" amount, the number of hours (by specialty in accordance with the approved fee schedule), and the total anticipated amount for reimbursable expenses. Contractor shall be responsible for all expenses associated with the work identified in the purchase order. (Labor, equipment, materials, travel, etc.). Final work order proposal, including all expenses for each individual work orders will be negotiated and approved at time of award of each work order and shall become a "fixed price" work order.

Personnel Level	Rate
1. Master Electrician	
a. Regular Hours	$95.00
b. After Regular Hours	$142.50
c. Weekends or County approved Holidays	$142.50
2. Journeyman Electrician	
a. Regular Hours	$90.00
b. After Regular Hours	$135.00
c. Weekends or County approved Holidays	$135.00
3. Apprentice Electrician (Helper)	
a. Regular Hours	$50.00
b. After Regular Hours	$75.00
c. Weekends or County approved Holidays	$75.00
4. **Emergency Response during Regular Hours**	
a. Master Electrician	$95.00
b. Journeyman Electrician	$90.00
5. Emergency Response on Weekends or Approved Holidays	
a. Master Electrician	$142.50
b. Journeyman Electrician	$135.00

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Agenda Item #82, CC 9.10.24 A Approval of Renewal #1 for Contract #23RFP11- Doyle Electric LLC- Electrical Infrastructure Maintenance & Installation & Ins (4)

Final Audit Report 2024-09-11

Created:	2024-09-09
By:	Cheryl Johnson (cheryl.johnson@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4NbeE8r4jVXH_cH39eMoC_fGqAydEydC

"Agenda Item #82, CC 9.10.24 A Approval of Renewal #1 for Contract #23RFP11- Doyle Electric LLC- Electrical Infrastructure Maintenance & Installation & Ins (4)" History

Document created by Cheryl Johnson (cheryl.johnson@wilco.org)
2024-09-09 - 7:02:49 PM GMT- IP address: 173.219.39.210

Document emailed to Rebecca Pruitt (becky.pruitt@wilco.org) for delegation
2024-09-09 - 7:03:29 PM GMT

Email viewed by Rebecca Pruitt (becky.pruitt@wilco.org)
2024-09-10 - 6:00:19 PM GMT- IP address: 66.76.4.65

Document signing delegated to Bill Gravell (bgravell@wilco.org) by Rebecca Pruitt (becky.pruitt@wilco.org)
2024-09-10 - 6:00:46 PM GMT- IP address: 66.76.4.65

Document emailed to Bill Gravell (bgravell@wilco.org) for signature
2024-09-10 - 6:00:46 PM GMT

Email viewed by Bill Gravell (bgravell@wilco.org)
2024-09-11 - 12:16:06 PM GMT- IP address: 74.192.154.197

Document e-signed by Bill Gravell (bgravell@wilco.org)
Signature Date: 2024-09-11 - 12:16:17 PM GMT - Time Source: server- IP address: 74.192.154.197

Agreement completed.
2024-09-11 - 12:16:17 PM GMT

Powered by Adobe Acrobat Sign

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1279922

Date Filed:
03/11/2025

Date Acknowledged:
03/12/2025

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Doyle Electric, LLC
Marble Falls, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

23RFP11
Electrical Infrastructure Maintenance Installation Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1279922

Date Filed:
03/11/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Doyle Electric, LLC
Marble Falls, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

23RFP11
Electrical Infrastructure Maintenance Installation Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is [redacted]

My addres[redacted]
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Burnet County, State of Texas, on the 11 day of March (month), 2025 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **68.**

Meeting Date: 03/25/2025

Approval of Services and Purchase Contract #2025175 for Justice of the Peace 1 Courtroom - Pre-Trial Furniture with Facilities Resource Inc. for Facilities Management

Submitted For: Joy Simonton **Submitted By:** Michelle McKinney, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Services and Purchase Contract #2025175 for Justice of the Peace 1 Courtroom - Pre-Trial Furniture with Facilities Resource Inc. for Facilities Management in the amount of $12,325.34 and authorize execution of this agreement.

Background

This Services and Purchase Contract #2025175 attached between Williamson County and Facilities Resource Inc. for Justice of the Peace 1 Courtroom - Pre-Trial Furniture for the Wilco Pretrial Court Services Office 1902, 405 Martin Luther King Jr. Street, Georgetown, TX 78626 in the amount of $12,325.34. Funding Source is 01.0100.1066.004509, Origination ID #2237 and the Point of Contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Services and Purchase Contract

Form 1295 - Facilities Resource Inc Complete

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/19/2025 10:09 PM
County Judge Exec Asst.	Andrea Schiele	03/19/2025 10:55 PM
Form Started By: Michelle McKinney		Started On: 03/10/2025 11:33 AM
Final Approval Date: 03/19/2025		

WILLIAMSON COUNTY
SERVICES AND PURCHASE CONTRACT

Facilities Resource Inc.
Justice of the Peace 1 Courtroom - Pre-Trial Furniture
[redacted]

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS SERVICES AND PURCHASE CONTRACT (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Facilities Resource Inc.** (hereinafter "Service Provider"), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services and purchase goods described herein pursuant to the following terms, conditions, and restrictions:

I.

Goods: Service Provider shall provide County the goods described in [redacted] attached and being marked as **Exhibit "A,"** which is incorporated herein to the extent it meets or exceeds the County's solicitation, if applicable.

Should the County choose to purchase goods in addition to those described in Exhibit "A", such additional goods shall be described in a separate written amendment to this Contract wherein the additional goods shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional goods. Service Provider shall not provide any additional goods and the County shall not be obligated to pay for any additional goods unless a written amendment to this Contract has been signed by both parties.

II.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The services include but are not limited to the services and work described in **Exhibit "A,"** which is incorporated herein to the extent the Quote meets or exceeds the requirements of County's solicitation, if applicable.

Should the County choose to add services in addition to those described in **Exhibit "A"**, such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional services. Service Provider shall not begin any additional services and the County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

Service Provider represents that Service Provider (including Service Provider's agents, employees, volunteers, and subcontractors, as applicable) possess all certifications, licenses, inspections, and permits required by law to carry out the services and work described in **Exhibit "A."** The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure.

III.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party's execution below ("Effective Date") and shall continue until the Project Completion Date or when terminated pursuant to this Contract, whichever event occurs first. The Project Completion Date is defined as the date by which all services and obligations outlined in Exhibit "A" shall be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date is initially set to be **One (1) year from the Effective Date**, however this date may be amended at the sole discretion of the County. Upon successful completion of the services as described in Exhibit "A", this contract shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.

IV.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in Exhibit "A." The not-to-exceed amount shall be Twelve Thousand Three Hundred Twenty-Five Dollars and Thirty-Four Cents ($12,325.34).

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the 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 the 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.

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes. The County agrees to provide exemption certificates to

Service Provider upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Service Provider for the supplies or products provided or any Services rendered.

V.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by the County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to the County and name the County as an additional insured.

	Type of Coverage	**Limits of Liability**
a.	Worker's Compensation	Statutory
b.	Employer's Liability	
	Bodily Injury by Accident	$500,000 Ea. Accident
	Bodily Injury by Disease	$500,000 Ea. Employee
	Bodily Injury by Disease	$500,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$1,000,000	$1,000,000
Aggregate policy limits:		$2,000,000

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	$1,000,000	$1,000,000
Property damage	$1,000,000	$1,000,000
Aggregate policy limits		No aggregate limit

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must

provide its employees, agents and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by the County.

Upon execution of this Contract, Service Provider shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

VI.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with the County, nor shall Service Provider hold itself out as an agent or official representative of the County. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense, or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

VII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR

WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VIII.

No Waiver of Sovereign Immunity or Powers: Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge.

IX.

Compliance With All Laws: Service Provider agrees and will comply with all local, state, or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state, or local law or regulations are automatically incorporated into the Contract without written amendment hereto and shall become effective on the date designed by such law or by regulation.

X.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof.

XI.

Venue and Applicable Law: Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XII.

Severability: In case any one or more of the provisions contained in this Contract 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 in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XIII.

Right to Audit: Service Provider agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that the County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

XIV.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this Contract.

XV.

No Assignment: Service Provider may not assign this Contract.

XVI.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XVII.

Foreign Terrorist Organizations: Service Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

XVIII.

Public Information: Service Provider understands that County will comply with the Texas Public information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

XIX.

Damage to County Property: Service Provider shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Service Provider and its employees, agents, subcontractors, and suppliers, including any delivery or transporting company, in connection with any performance pursuant to this Contract. Service Provider shall notify County in writing of any such damage within one (1) calendar day.

XX.

Media Releases: Service Provider shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

XXI.

Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf (wilco.org). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXII.

Entire Contract & Incorporated Documents; Conflicting Terms: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this Contract include the following:

A. Facilities Resource [redacted] marked **Exhibit "A"**;
B. HON OMNIA Contract #R191804, incorporated by reference;
C. Fellows OMNIA Contract #R221001, incorporated by reference;
D. Insurance certificates evidencing coverages required herein above and
E. Any Addendums agreed to by both parties.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Contract.

XXIII.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of the County's governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of the County.

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

_____
Authorized Signature

Judge Bill Gravell, Jr.
County Judge

Date: _____,20__

Facilities Resource, Inc.:

Margaret Teinert Ross

Digitally signed by Margaret Teinert Ross
DN: cn=Margaret Teinert Ross, o=Facilities Resource, Inc., ou, email=mteinert@fri-texas.com, c=US
Date: 2025.03.04 16:14:44 -06'00'

Authorized Signature

Margaret Teinert Ross, Owner
Printed Name

Date: March 4, , 2025

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Mar 05 2025 Time: 10:13 am

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Mar 05 2025 Time: 6:55 am

Exhibit "A"
Facilities Resource [redacted]

Facilities Resource Inc.
1641 Scottsdale Drive
Cedar Park, TX 78641
512-371-1232

QUOTATION & CONTRACT

DATE	QUOTE #
02/06/25	[redacted]
SALES REP	**PAYMENT TERMS**
Brad Schweifler	Per Contract

BILL TO:	CUSTOMER PURCHASE ORDER	FINAL LOCATION:
Tommy Crocket Remit To Williamson County 3101 SE Inner Loop Georgetown, TX 78626 PH: (512) 943-1611		Tommy Crocket Wilco Pretrial Court Services Office 1902 / 3-Person Bullpen Williamson County 405 Martin Luther King Jr. Street Georgetown, TX 78626 PH: (512) 943-1611

SUMMARY INFORMATION
3-Person Bullpen HON OMNIA Contract #R191804 Fellowes OMNIA Contract #R221001

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
1	3.00	Fellowes FCH4CX BLK Desktop Power Module Including 14" 6-Outlet Power Adapter, (2) AC Power And (1) USB-A Outlet, (1) USB-C Outlet. Mounts On Top Or Under Desk BLK = BLK - Black (Finish) -- ITEM LIST PRICE: $456.00 -- TAG/LOCATION: Open Area Bullpen -- CONTRACT: R191804	$ 205.20	$ 615.60
2	3.00	Fellowes SENAEX2-MS BLK SenaEX Series Dual Monitor Arm w/2 Motion Limbs & 2 Slider Plates, Includes Desk Clamp & Grommet Mount BLK = BLK - Black (Finish) -- ITEM LIST PRICE: $752.00 -- TAG/LOCATION: Open Area Bullpen -- CONTRACT: R191804	$ 338.40	$ 1,015.20
3	3.00	The HON Company HNL2116MBF .G $(L2STD) .LFC1 $(L2STD) .LFC1 15-3/4X20-1/8X21-1/2 MOBILE PEDESTAL BOX/FILE .G = .G - Triangle Bar/Black $(L2STD) = $(L2STD) - Grd L2 Standard Laminates .LFC1 = .LFC1 - Fawn Cypress $(L2STD) = $(L2STD) - Grd L2 Standard Laminates .LFC1 = .LFC1 - Fawn Cypress -- ITEM LIST PRICE: $1,106.00 -- TAG/LOCATION: Open Area Bullpen -- CONTRACT: R191804	$ 516.50	$ 1,549.50

Facilities Resource Inc.
1641 Scottsdale Drive
Cedar Park, TX 78641
512-371-1232

QUOTATION & CONTRACT

DATE	QUOTE #
02/06/25	[redacted]
SALES REP	**PAYMENT TERMS**
Brad Schweifler	Per Contract

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
4	1.00	The HON Company HNLRC2460 .G FC .X $(L2STD) .LFC1 60W X 24D RECTANGLE WORKSURFACE .G = .G - Smooth Flat FC = FC - Fawn Cypress .X = .X - No Grommet $(L2STD) = $(L2STD) - Grd L2 Standard Laminates .LFC1 = .LFC1 - Fawn Cypress -- ITEM LIST PRICE: $485.00 -- TAG/LOCATION: Open Area Bullpen -- CONTRACT: R191804	$ 226.50	$ 226.50
5	1.00	The HON Company HH871236 ELECTRICAL POWER HARNESS 36W 3-1 & 2-2 SYSTEMS -- ITEM LIST PRICE: $289.00 -- TAG/LOCATION: Open Area Bullpen -- CONTRACT: R191804	$ 102.02	$ 102.02
6	2.00	The HON Company HH871248 ELECTRICAL POWER HARNESS 48W 3-1 & 2-2 SYSTEMS -- ITEM LIST PRICE: $304.00 -- TAG/LOCATION: Open Area Bullpen -- CONTRACT: R191804	$ 107.31	$ 214.62
7	2.00	The HON Company HH873501 .LOFT CIRCUIT 1 .LOFT = Loft -- ITEM LIST PRICE: $62.00 -- TAG/LOCATION: Open Area Bullpen -- CONTRACT: R191804	$ 21.89	$ 43.78
8	3.00	The HON Company HH873503 .LOFT CIRCUIT 3 .LOFT = Loft -- ITEM LIST PRICE: $62.00 -- TAG/LOCATION: Open Area Bullpen -- CONTRACT: R191804	$ 21.89	$ 65.67
9	1.00	The HON Company HH879072 BASE IN-FEED CABLE BASE 3-1 & 2-2 SYSTEMS -- ITEM LIST PRICE: $323.00 -- TAG/LOCATION: Open Area Bullpen -- CONTRACT: R191804	$ 114.02	$ 114.02

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Brad Schweifler	Per Contract

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
10	3.00	The HON Company HJTRGH24 .P 24 CABLE MANAGEMENT TRAY - BLACK ONLY .P = .P - Black -- ITEM LIST PRICE: $99.00 -- TAG/LOCATION: Open Area Bullpen -- CONTRACT: R191804	$ 34.95	$ 104.85
11	1.00	The HON Company HRVC65PFF $(P1) .LOFT FINISHED END FLAT 65H $(P1) = $(P1) - P1 Paint Opts .LOFT = .LOFT - Loft -- ITEM LIST PRICE: $142.00 -- TAG/LOCATION: Open Area Bullpen -- CONTRACT: R191804	$ 50.13	$ 50.13
12	1.00	The HON Company HRVC65PLF $(P1) .LOFT L 90 DEGREE PAINTED CONNECTOR FLAT 65H $(P1) = P1 Paint Opts .LOFT = Loft -- ITEM LIST PRICE: $231.00 -- TAG/LOCATION: Open Area Bullpen -- CONTRACT: R191804	$ 81.54	$ 81.54
13	1.00	The HON Company HRVC65PWF $(P1) .LOFT WALL STARTER KIT FLAT 65H $(P1) = $(P1) - P1 Paint Opts .LOFT = .LOFT - Loft -- ITEM LIST PRICE: $253.00 -- TAG/LOCATION: Open Area Bullpen -- CONTRACT: R191804	$ 89.31	$ 89.31
14	2.00	The HON Company HRVF6536P $(P1) .LOFT PANEL FRAME 65H X 36W $(P1) = $(P1) - P1 Paint Opts .LOFT = .LOFT - Loft -- ITEM LIST PRICE: $406.00 -- TAG/LOCATION: Open Area Bullpen -- CONTRACT: R191804	$ 143.32	$ 286.64

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QUOTATION & CONTRACT

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Brad Schweifler	Per Contract

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
15	1.00	The HON Company HRVF6542P $(P1) .LOFT PANEL FRAME 65H X 42W $(P1) = $(P1) - P1 Paint Opts .LOFT = .LOFT - Loft -- ITEM LIST PRICE: $423.00 -- TAG/LOCATION: Open Area Bullpen -- CONTRACT: R191804	$ 149.32	$ 149.32
16	2.00	The HON Company HRVF6548P $(P1) .LOFT PANEL FRAME 65H X 48W $(P1) = $(P1) - P1 Paint Opts .LOFT = .LOFT - Loft -- ITEM LIST PRICE: $449.00 -- TAG/LOCATION: Open Area Bullpen -- CONTRACT: R191804	$ 158.50	$ 317.00
17	4.00	The HON Company HRVT6036T $(A) .LN 10 ABOUND FABRIC TILE 60H X 36W $(A) = $(A) - Grd A Fabric .LN = .LN - Landscape 10 = 10 - Sheen -- ITEM LIST PRICE: $289.00 -- TAG/LOCATION: Open Area Bullpen -- CONTRACT: R191804	$ 102.02	$ 408.08
18	2.00	The HON Company HRVT6042T $(A) .LN 10 ABOUND FABRIC TILE 60H X 42W $(A) = $(A) - Grd A Fabric .LN = .LN - Landscape 10 = 10 - Sheen -- ITEM LIST PRICE: $314.00 -- TAG/LOCATION: Open Area Bullpen -- CONTRACT: R191804	$ 110.84	$ 221.68
19	4.00	The HON Company HRVT6048T $(A) .LN 10 ABOUND FABRIC TILE 60H X 48W $(A) = $(A) - Grd A Fabric .LN = .LN - Landscape 10 = 10 - Sheen -- ITEM LIST PRICE: $350.00 -- TAG/LOCATION: Open Area Bullpen -- CONTRACT: R191804	$ 123.55	$ 494.20

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512-371-1232

QUOTATION & CONTRACT

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SALES REP	**PAYMENT TERMS**
Brad Schweifler	Per Contract

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
20	2.00	The HON Company HRVTC36F $(P1) .LOFT PANEL TOP CAP FLAT 36W $(P1) = $(P1) - P1 Paint Opts .LOFT = .LOFT - Loft -- ITEM LIST PRICE: $86.00 -- TAG/LOCATION: Open Area Bullpen -- CONTRACT: R191804	$ 30.36	$ 60.72
21	1.00	The HON Company HRVTC42F $(P1) .LOFT PANEL TOP CAP FLAT 42W $(P1) = $(P1) - P1 Paint Opts .LOFT = .LOFT - Loft -- ITEM LIST PRICE: $89.00 -- TAG/LOCATION: Open Area Bullpen -- CONTRACT: R191804	$ 31.42	$ 31.42
22	2.00	The HON Company HRVTC48F $(P1) .LOFT PANEL TOP CAP FLAT 48W $(P1) = $(P1) - P1 Paint Opts .LOFT = .LOFT - Loft -- ITEM LIST PRICE: $97.00 -- TAG/LOCATION: Open Area Bullpen -- CONTRACT: R191804	$ 34.24	$ 68.48
23	3.00	The HON Company HIWMM .Y0 .A .S .IC $(1) .HAML 21 .BL .SB .T IGNITION 2 TASK MID-BACK ILIRA BACK .Y0 = .Y0 - Simple Synchro-Tilt Control .A = .A - Height and Width Adj. Arm .S = .S - Black All-Surface Caster .IC = .IC - 4-Way Charcoal $(1) = $(1) - Grade 1 Uph .HAML = .HAML - Hamilton 21 = 21 - Carolina .BL = .BL - Black Adjustable Lumbar .SB = .SB - Standard Base .T = .T - Black -- ITEM LIST PRICE: $893.00 -- TAG/LOCATION: Open Area Bullpen -- CONTRACT: R191804	$ 417.03	$ 1,251.09
24	3.00	The HON Company HHATB2S2LT $(P1) .P71 .X .MEM 2 STAGE 2 LEG RECTANGLE T FOOT $(P1) = $(P1) - P1 Paint Opts	$ 384.77	$ 1,154.31

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Brad Schweifler	Per Contract

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
		.P71 = .P71 - Black .X = .X - Standard Glide .MEM = .MEM - Memory Preset -- ITEM LIST PRICE: $1,090.00 -- TAG/LOCATION: Open Area Bullpen -- CONTRACT: R191804		
25	2.00	The HON Company HHATW2852CT $(L2STD) .LFC1 .FC .G1 P 52W X 28D RECT WORKSURFACE C/T BASE $(L2STD) = $(L2STD) - Grd L2 Standard Laminates .LFC1 = .LFC1 - Fawn Cypress .FC = .FC - Fawn Cypress .G1 = .G1 - 1 Grommet - Centered P = P - Black -- ITEM LIST PRICE: $617.00 -- TAG/LOCATION: Open Area Bullpen -- CONTRACT: R191804	$ 217.80	$ 435.60
26	1.00	The HON Company HHATW3054CT $(L2STD) .LFC1 .FC .G1 P 54W X 30D RECT WORKSURFACE C/T BASE $(L2STD) = $(L2STD) - Grd L2 Standard Laminates .LFC1 = .LFC1 - Fawn Cypress .FC = .FC - Fawn Cypress .G1 = .G1 - 1 Grommet - Centered P = P - Black -- ITEM LIST PRICE: $617.00 -- TAG/LOCATION: Open Area Bullpen -- CONTRACT: R191804	$ 217.80	$ 217.80
27	3.00	The HON Company HLSL2016PH2 $(1) .HAML 21 PED CUSHION 20X15.8X1 $(1) = $(1) - Grd 1 Uph .HAML = .HAML - Hamilton 21 = 21 - Carolina -- ITEM LIST PRICE: $446.00 -- TAG/LOCATION: Open Area Bullpen -- CONTRACT: R191804	$ 208.28	$ 624.84
28	2.00	The HON Company HLSL2428O $(P1) .P 24D X 28H O-LEG SUPPORT FOR WKSF (SINGLE LEG) $(P1) = $(P1) - P1 Paint Opts .P = .P - Black -- ITEM LIST PRICE: $460.00 -- TAG/LOCATION: Open Area Bullpen	$ 214.82	$ 429.64

Facilities Resource Inc.
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512-371-1232

QUOTATION & CONTRACT

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02/06/25	[redacted]
SALES REP	PAYMENT TERMS
Brad Schweifler	Per Contract

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
		-- CONTRACT: R191804		
29	1.00	The HON Company HLSLZ5SC60 .P 48W EXTERNAL STIFFENER .P = .P - Black -- ITEM LIST PRICE: $143.00 -- TAG/LOCATION: Open Area Bullpen -- CONTRACT: R191804	$ 66.78	$ 66.78
30	1.00	Fellowes ESI FREIGHT -- ITEM LIST PRICE: $35.00 -- TAG/LOCATION: Services -- CONTRACT: R191804	$ 35.00	$ 35.00
31	1.00	FRI Services DESIGN & PM -- ITEM LIST PRICE: $800.00 -- TAG/LOCATION: Services -- CONTRACT: R191804	$ 800.00	$ 800.00
32	1.00	FRI Services RDI RECEIVING, DELIVERY & INSTALLATION -- ITEM LIST PRICE: $1,000.00 -- TAG/LOCATION: Services -- CONTRACT: R191804	$ 1,000.00	$ 1,000.00

NOTES:	
	*Estimated Materials and Commodity Surcharges have been added to this quote due to current market fluctuations, (Actual Amount Charged will be determined at the time the order is placed). *Storage of product begins upon receipt of product at FRI Warehouse and will be prorated based on need until all product is delivered to site. *Storage will be calculated on a weekly basis and charged on a change order until the products leave the warehouse. Any outstanding storage change order older than 30 days will cause a hold on product release. **Facilities Resource, Inc. will assess a 3.5% convenience fee on all credit card transactions. ACH Details: Account:221433551 Routing:113122655 Remit: ar@fri-texas.com

Facilities Resource Inc.
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Cedar Park, TX 78641
512-371-1232

QUOTATION & CONTRACT

DATE	QUOTE #
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Brad Schweifler	Per Contract

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE

WE ARE PLEASED TO QUOTE THE FOLLOWING ITEMS FOR YOUR APPROVAL. THESE ITEMS ARE SUBJECT TO THE TERMS AND CONDITIONS OF THE SALE WHICH ARE PART OF THIS AGREEMENT. THE MERCHANDISE WILL BE ORDERED UPON RECEIPT OF THIS SIGNED CONTRACT AND DEPOSIT. THIS OFFER WILL EXPIRE 30 DAYS FROM THE QUOTATION DATE. THIS QUOTATION, WHEN ACCEPTED IS A CONTRACT BINDING ON BOTH PARTIES AND IS NOT SUBJECT TO CHANGE OR CANCELLATION EXCEPT BY WRITTEN CONSENT BY BOTH PARTIES.

x Date 02/06/25

Brad Schweifler

Facilities Resource Inc.

x NOT Required with PO Issued Date

Title

Williamson County

SUBTOTAL	$12,325.34
FREIGHT	$0.00
DELIVERY/SET-UP	$0.00
SALES TAX (0%)	$0.00
TOTAL	**$12,325.34**
DEPOSIT REQUESTED	$0.00
BALANCE	**$12,325.34**

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1274483

Date Filed:
02/26/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Facilities Resource, Inc.
Cedar Park, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Williamson County, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
24596A
Furniture for Williamson County Pretrial Court Services Office

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Teinert Ross, Margaret	Georgetown, TX United States	X	
Ross, Darren	Georgetown, TX United States		X
Ornelas, Cynthia	Cedar Park, TX United States		X
Ornelas, Robert	Cedar Park, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Margaret Teinert Ross, and my date of birth is [redacted].

My address is [redacted] USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Williamson County, State of Texas, on the 26 day of February, 2025.
(month) (year)

Margaret Teinert Ross
Digitally signed by Margaret Teinert Ross
DN: cn=Margaret Teinert Ross, o=Facilities Resource, Inc., ou, email=mteinert@fri-texas.com, c=US
Date: 2025.02.26 10:03:49 -06'00'

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1274483

Date Filed:
02/26/2025

Date Acknowledged:
03/10/2025

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Facilities Resource, Inc.
Cedar Park, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

24596A
Furniture for Williamson County Pretrial Court Services Office

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Teinert Ross, Margaret	Georgetown, TX United States	X	
Ross, Darren	Georgetown, TX United States		X
Ornelas, Cynthia	Cedar Park, TX United States		X
Ornelas, Robert	Cedar Park, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **69.**

Meeting Date: 03/25/2025

Approval of Master Service Agreement with Camelback & Co. LLC dba Servpro for General Disaster Recovery and Restoration Services for Facilities Management

Submitted For: Joy Simonton **Submitted By:** Michelle McKinney, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Master Service Agreement #2025159, between Williamson County and Camelback & Co. LLC dba Servpro for General Disaster Recovery and Restoration Services in the not-to-exceed amount of $500,000.00 pursuant to BuyBoard Cooperative Contract #675-22 and authorize execution of the agreement.

Background

This Master Service Agreement for General Disaster Recovery and Restoration Services between Williamson County and Camelback & Co. LLC dba Servpro is to be able to utilize the vendor for services as they arise. This MSA will be valid as of the date of execution through September 30, 2025 (the initial term). Each project will be initiated with a work order and purchase order. The funding source is 01.0100.0509.004510, Origination ID #2221, and the department contact is Shantil Moore, Facilities Management.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Master Service Agreement

Form 1295 - Camelback& Co LLC dba Servpro Complete

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/19/2025 01:56 PM
County Judge Exec Asst.	Andrea Schiele	03/19/2025 10:53 PM
Form Started By: Michelle McKinney		Started On: 03/10/2025 01:53 PM
Final Approval Date: 03/19/2025		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

MASTER SERVICES AGREEMENT WITH Camelback & Co, LLC DBA Servpro of Pflugerville, Round Rock & Georgetown (Buy Board Contract No. 675-22)

Important Notice: County Purchase Orders and Agreements constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS MASTER SERVICES AGREEMENT is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Camelback & Co, LLC DBA Servpro of Pflugerville, Round Rock & Georgetown** (hereinafter "Service Provider") both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services and purchase goods described herein pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she or it is not an employee of the County. The services include, general disaster recovery and restoration services, as needed throughout Williamson County. Related services will be outlined in a Statement of Work ("SOW") to be provided by Service Provided upon the direction of the County.

Service Provider represents that Service Provider (including Service Provider's agents, employees, volunteers, and subcontractors, as applicable) possess all certifications, licenses, inspections, and permits required by law to carry out the services and work described in each SOW provided. The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure.

II.

Goods: Service Provider shall supply the County the goods described in each SOW provided to the extent it meets or exceeds the County's solicitation, if applicable.

Should the County choose to purchase goods in addition to those described in any SOW, such additional goods shall be described in a separate written amendment to the SOW wherein the additional goods shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional goods. Service Provider shall not provide any additional goods and the County shall not be obligated to pay for any additional goods unless a written amendment to the SOW has been signed by both parties.

III.

Effective Date and Term: This Contract shall be in full force and effect when signed by all parties and shall continue through September 30, 2025, from effective date. Unless terminated sooner pursuant to paragraph XX below, if applicable, at the end of the agreement term, Williamson County Commissioners Court reserves the right to renew the agreement for additional fiscal years, by mutual agreement of both parties, as it deems to be in the best interest of Williamson County.

IV.

On-Site Representative for Work Monitoring: The County may appoint an on-site project representative to observe the work being performed. The County may conduct inspections to determine the date or dates of substantial completion and the date of final completion. If the County so desires, it may seek written adequate assurance that the work is progressing on-time and pursuant to terms and conditions of this agreement and all related contract documents.

V.

Labor, Materials, Tools & Misc. Items: Service Provider shall provide or cause to be provided and shall pay for labor, materials, equipment, tools, construction equipment and machinery, utilities, transportation and other facilities and services necessary for proper execution and completion of the work, whether temporary or permanent and whether or not incorporated or to be incorporated in the work. Service Provider shall enforce strict discipline and good order among their respective employees and other persons carrying out the Agreement. Service Provider shall not permit employees of unfit persons or persons not skilled in tasks assigned to them.

VI.

Compliance With All Laws: Service Provider agrees, in connection with the services or any related items to the subject matter of this Agreement, to comply with any and all local, state, or federal requirements, including but not limited to compliance with regulations of the Texas Commission of Environmental Quality and the Occupational Safety and Health Administration. Additionally, Service Provider shall obtain from the appropriate City, Williamson County, or State of Texas the necessary permit(s) required by the ordinances of the City of Georgetown, Williamson County, or State of Texas, for performance of the work.

VII.

Duty To Report Problems: Service Provider agrees to advise the County and its representative(s) of errors, mistakes, potential problems or any other problematic issue(s) coming under observation during the progress of the work and will make good faith efforts to correct any errors that come to light in a timely and reasonable manner.

VII.

Cleaning Up: Service Provider shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Agreement. At completion of the work, Service Provider shall remove from and about the project: waste materials, rubbish, tools, construction equipment, machinery and surplus materials. If Service Provider fails to clean up as provided, the cost thereof shall be charged to Service Provider by deducting from final fee or as necessary.

IX.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider in any manner hold itself out as an agent or official representative of The County. Service Provider shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the construction services being provided. Service Provider agrees to indemnify, hold harmless, and defend The County against any claim, demand, loss, injury, damages, actions, or liability of any kind against The County resulting from any services Service Provider performs on behalf of the County.

TO THE FULLEST EXTENT PERMITETED BY APPLICABLE LAW, SERVICE PROVIDER AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFENT WITH COUNSEL APPROVED BY COUNTY, AND HOLD HARMLESS THE COUNTY, REPRESENTATIVES OF THE COUNTY AND THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, ITS VARIOUS DEPARTMENTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL CLAIMS IN RELATION TO SERVICE PROVIDER'S PERFORMANCE OF THE WORK DESCRIBED HEREIN. DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGEMENT, AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER, ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF THE SERVICES OR ANY PART THEROF WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF SERVICE PROVIDER, ANYONE DIRECTLY EMPLOYED BY IT OR ANYONE WHOSE ACTS IT MAY BE LIABLE, EVEN IF IT IS CAUSE IN PART BY THE NEGLIGENCE OR OMISSON OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE

NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. IN THE EVENT MORE THAN ONE OF THE INDEMNITORS ARE CONNECTED WITH AN ACCIDENT OR OCCURRENCE COVERED BY THIS INDEMNIFICATION, THEN EACH OF SUCH INDEMNITORS SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE TO THE INDEMNITEES FOR INDEMNIFICATION AND THE ULTIMATE RESPONSIBILITY AMONG SUCH INDEMNITORS FOR THE LOSS AND EXPENSE OF ANY SUCH INDEMNIFICATION SHALL BE SETTLED BY SEPARATE PROCEEDINGS AND WITHOUT JEAPORDY TO ANY INDEMNITEE. THE PROVISIONS OF THIS ARTICLE SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATIONS OR RIGHT WHICH COUNTY OR ANY OTHER INDEMNITEES HAS BY LAW. THE INDEMNITIES CONTAINED HEREIN SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON WHATSOEVER.

X.

Service Provider's Employees: Service Provider covenants and agrees that all personnel engaged shall be employees of Service Provider, and Service Provider shall pay all salaries, and all Social Security taxes, Federal and State Unemployment Insurance, Workers' Compensation Insurance and any similar taxes or expenses related to such employees, including but not limited to, license fees, insurance premiums and outfitting expenses. Service Provider shall be responsible for complying with all Federal, State and Local laws, ordinances and regulations regarding its employees, including all Occupational Safety and Health Administration regulations. Service Provider shall be responsible for the supervision, control and direction of the day-to-day activities of the personnel provided hereunder and shall provide close supervision on a continual basis.

XI.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for specific projects as defined in the SOW's. The not-to-exceed amount under this Agreement is **Five Hundred Thousand Dollars ($500,000.00)** per fiscal year.

Pursuant to State Law ("Texas Prompt Payment Act") the payment terms are governed as follows:

County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date County receives the goods under the Agreement; (2) the date the performance of the service under the Agreement is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of (1) 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 on an invoice submitted by Service Provider, County shall notify Service Provider of the error not later than the twenty first (21st) day after the date County

receives the invoice. If the error is resolved in favor of Service Provider, Service Provider shall be entitled to receive interest on the unpaid balance of the invoice submitted by Service Provider beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, Service Provider shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

a) Name, address, and telephone number of Service Provider and similar information in the event the payment is to be made to a different address
b) County Agreement, Purchase Order, and/or delivery order number
c) Identification of items or services as outlined in the Agreement
d) Quantity or quantities, applicable unit prices, total prices and total amounts
e) Any additional payment information which may be called for by the Agreement

Payment inquiries should be directed to the Williamson County Auditor's Office, Accounts Payable Department: accountspayable@wilco.org 512-943-1500

XII.

The County's Decision to Withhold Payment: The County may withhold a payment in whole or in part to the extent reasonably necessary to protect The County due to The County's determination that the work has not progressed to the point indicated in the Agreement documents or that the quality of work is not in accordance with the Agreement documents. The County may also withhold a payment or, because of subsequently discovered evidence, may nullify the whole or a part of any request for payment to such extent as may be necessary to protect The County from loss for which Service Provider is responsible, including loss resulting from acts and omissions, because of the following:

1. defective work not remedied;
2. reasonable evidence that the work cannot be completed for the unpaid balance of the Agreement sum;
3. damage to The County;
4. reasonable evidence that the work will not be completed within the Agreement time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
5. persistent failure to carry out the work in accordance with the Agreement documents.

XIII.

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 The County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity or any other immunity under the laws of the State of Texas or of the United States.

XIV.

Warranty: Service Provider warrants to The County that materials, workmanship and equipment furnished under this agreement will be of good quality and new unless otherwise required or permitted by The County, that the work will be free from defects not inherent in the quality required or permitted by law or otherwise, and that the work will conform to the requirements of the Agreement documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

XV.

Taxes: Service Provider shall pay all sales, consumer, use and similar taxes for the work provided by Service Provider which had been legally enacted on the date of the Agreement, whether or not yet effective or merely scheduled to go into effect.

XVI.

Venue and Applicable Law: Venue of this Agreement shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XVII.

No Assignment: Service Provider may not assign this Agreement.

XVIII.

Severability: In case any 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 or unenforceability shall not affect any other provision in this agreement and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained in it.

IXX.

Confidentiality: Service Provider expressly agrees that they will not use any incidental confidential information they may obtain while being on governmental property for their own benefit and agrees that is will not enter unauthorized areas or access confidential information and will not disclose any information to unauthorized third parties and will take care to guard the security of the information at all times.

XX.

Termination: This agreement may be terminated at any time at the option of The County, without further or prospective liability for performance upon giving upon thirty (30) calendar day's written notice to thereof. In the event Williamson County exercises its right to terminate without cause, it is understood and agreed that only amounts due to Service Provider for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Williamson County's termination for convenience.

XXI.

Right of Funds: Despite the agreed upon method of payment set forth above, Service Provider agrees to return to Williamson County pro-rata portion of unearned funds distributed to Service Provider if (a) Service Provider's project progress is insufficient; (b) this Agreement is terminated for any reason; or (c) Service Provider fails in any other respect under this Agreement.

XXII.

County's Right to Audit: Service Provider agrees that Williamson 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 Service Provider which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider expressly agrees that The County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Williamson County shall give Service Provider reasonable advance notice of intended audits.

XXIII.

Notice: Any notice required to be given under the terms of this AGREEMENT shall be effective if and when given in writing and mailed by certified mail to the addresses listed below or subsequently provided in writing:

WILLIAMSON COUNTY:
Williamson County Judge
710 Main Street, Suite 101
Georgetown, TX 78626

SERVICE PROVIDER
Servpro of Pflugerville,
Round Rock & Georgetown
2420 Patterson Industrial Blvd.
Pflugerville, TX 78660

XXIV.

Mediation: The parties agree to use non-binding mediation for dispute resolution prior to and formal legal action being taken on this Agreement.

XXV.

Appropriation of Funds by County: County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Service Provider 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.

Non-Appropriation and Fiscal Funding: The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that County shall have the

right to terminate this Agreement at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination at the end of its then-current fiscal year.

XXVI.

Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Agreement, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Agreement by reference. The Williamson County Vendor Reimbursement Policy can be found at: Williamson County Vendor Reimbursement Policy.pdf (wilco.org). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXVII.

Entire Agreement & Incorporated Documents: This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this Agreement include the following:

A. Buy Board No. 675-22 incorporated by reference;
B. Insurance certificates evidencing coverages required herein above and
C. Any Amendments agreed to by both parties.

In the event a dispute arises between terms and conditions of: (1) this Williamson County Master Services Agreement; and (2) Buy Board No. 675-22, applicable documents will be referred to for the purpose of Clarification or for additional detail in the following order of precedence: (1) this Williamson County Master Services Agreement; (2) Buy Board No. 675-22.

XXVI.

Signature for the County: The presiding officer of Williamson County's governing body who is authorized to execute this instrument by order duly recorded may execute this Agreement on behalf of the County.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, that this Agreement shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
County Judge/Presiding Officer

Dated: _____ _____, 20___

Servpro of Pflugerville Round Rock & Georgetown:

_____
Authorized Signature

Bryan Zander
Printed Name

Dated: March 5th, 2025

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Mar 06 2025 Time: 9:59 am

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Mar 06 2025 Time: 6:45 am

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1277651

Date Filed:
03/05/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Camelback& Co. LLC dba Servpro of Pflugerville, Round Rock, Georgetown, Downtown Austin, The Domain
PFLUGERVILLE, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2025159
Disaster Recovery & Reconstruction

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Bryan Zander, and my date of birth is [redacted].

My address is [redacted], USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 5th day of March, 2025.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

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Camelback& Co. LLC dba Servpro of Pflugerville, Round Rock, Georgetown, Downtown Austin, The Domain
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Williamson County

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2025159
Disaster Recovery & Reconstruction

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **70.**

Meeting Date: 03/25/2025

Approval of Master Service Agreement with Texas Equipment Solutions Services, LLC for HVAC Repair Services for Facilities Management

Submitted For: Joy Simonton **Submitted By:** Michelle McKinney, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Master Service Agreement, # 2025158, between Williamson County and Texas Equipment Solutions Services, LLC for HVAC Repair Services in the not-to-exceed amount of $19,500.00 and authorize execution of the agreement.

Background

This Master Service Agreement for HVAC Repair Services between Williamson County and Texas Equipment Solutions Services, LLC is to be able to utilize the vendor for services as they arise. This company is used for HVAC repair services on Innovent, Valent, Lennox, FHP commercial equipment and is often the subcontractor for these these specialized repairs. The intent is to reduce the need for subcontractor scheduling from another HVAC company to this vendor. This MSA will be valid as of the date of execution through September 30, 2026. Each project will be initiated with a work order and purchase order. The funding source is 01.0100.0509.004510, Origination ID #2150, and the department contact is Shantil Moore, Facilities Management.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Master Service Agreement

Form 1295- Texas Equipment Solutions Services LLC Complete

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/19/2025 12:03 PM
County Judge Exec Asst.	Andrea Schiele	03/19/2025 10:57 PM
Form Started By: Michelle McKinney		Started On: 03/11/2025 04:30 PM
Final Approval Date: 03/19/2025		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

MASTER SERVICES AGREEMENT
WITH
Texas Equipment Solutions Services, LLC

Important Notice: County Purchase Orders and Agreements constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS MASTER SERVICES AGREEMENT is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Texas Equipment Solutions Services, LLC** (hereinafter "Service Provider") both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services and purchase goods described herein pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she or it is not an employee of the County. The services include, maintenance and repair services on commercial water systems as needed throughout Williamson County. The services include but are not limited to the services and work described in the attached **Compensation and Fee Schedule** being marked as **Exhibit "A,"** which is incorporated herein to the extent the Quote meets or exceeds the requirements of County's solicitation, if applicable. Related services will be outlined in a Statement of Work ("SOW") to be provided by Service Provided upon the direction of the County.

Service Provider represents that Service Provider (including Service Provider's agents, employees, volunteers, and subcontractors, as applicable) possess all certifications, licenses, inspections, and permits required by law to carry out the services and work described in each SOW provided. The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure.

II.

Goods: Service Provider shall supply the County the goods described in each SOW provided to the extent it meets or exceeds the County's solicitation, if applicable.

Should the County choose to purchase goods in addition to those described in any SOW, such additional goods shall be described in a separate written amendment to the SOW wherein the additional goods shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional goods. Service Provider shall not provide any additional goods and the County shall not be obligated to pay for any additional goods unless a written amendment to the SOW has been signed by both parties.

III.

Effective Date and Term: This Contract shall be in full force and effect when signed by all parties and shall continue through September 30, 2026, from effective date. Unless terminated sooner pursuant to paragraph XX below, if applicable, at the end of the agreement term, Williamson County Commissioners Court reserves the right to renew the agreement for additional fiscal years, by mutual agreement of both parties, as it deems to be in the best interest of Williamson County.

IV.

On-Site Representative for Work Monitoring: The County may appoint an on-site project representative to observe the work being performed. The County may conduct inspections to determine the date or dates of substantial completion and the date of final completion. If the County so desires, it may seek written adequate assurance that the work is progressing on-time and pursuant to terms and conditions of this agreement and all related contract documents.

V.

Labor, Materials, Tools & Misc. Items: Service Provider shall provide or cause to be provided and shall pay for labor, materials, equipment, tools, construction equipment and machinery, utilities, transportation and other facilities and services necessary for proper execution and completion of the work, whether temporary or permanent and whether or not incorporated or to be incorporated in the work. Service Provider shall enforce strict discipline and good order among their respective employees and other persons carrying out the Agreement. Service Provider shall not permit employees of unfit persons or persons not skilled in tasks assigned to them.

VI.

Compliance With All Laws: Service Provider agrees, in connection with the services or any related items to the subject matter of this Agreement, to comply with any and all local, state, or federal requirements, including but not limited to compliance with regulations of the Texas Commission of Environmental Quality and the Occupational Safety and Health Administration. Additionally, Service Provider shall obtain from the appropriate City, Williamson County, or State of Texas the necessary permit(s) required by the ordinances of the City of Georgetown, Williamson County, or State of Texas, for performance of the work.

VII.

Duty To Report Problems: Service Provider agrees to advise the County and its representative(s) within 24 hours of any errors, mistakes, potential problems or any other problematic issue(s) coming under observation during the progress of the work and will make good faith efforts to correct any errors that come to light in a timely and reasonable manner.

VII.

Cleaning Up: Service Provider shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Agreement. At completion of the work, Service Provider shall remove from and about the project: waste materials, rubbish, tools, construction equipment, machinery and surplus materials. If Service Provider fails to clean up as provided, the cost thereof shall be charged to Service Provider by deducting from final fee or as necessary.

IX.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider in any manner hold itself out as an agent or official representative of The County. Service Provider shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the construction services being provided. Service Provider agrees to indemnify, hold harmless, and defend The County against any claim, demand, loss, injury, damages, actions, or liability of any kind against The County resulting from any services Service Provider performs on behalf of the County.

TO THE FULLEST EXTENT PERMITETED BY APPLICABLE LAW, SERVICE PROVIDER AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFENT WITH COUNSEL APPROVED BY COUNTY, AND HOLD HARMLESS THE COUNTY, REPRESENTATIVES OF THE COUNTY AND THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, ITS VARIOUS DEPARTMENTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL CLAIMS IN RELATION TO SERVICE PROVIDER'S PERFORMANCE OF THE WORK DESCRIBED HEREIN. DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGEMENT, AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER, ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF THE SERVICES OR ANY PART THEROF WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF SERVICE PROVIDER, ANYONE DIRECTLY EMPLOYED BY IT OR ANYONE WHOSE ACTS IT MAY BE LIABLE, EVEN IF IT IS CAUSE IN PART BY THE NEGLIGENCE OR OMISSON OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE

NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. IN THE EVENT MORE THAN ONE OF THE INDEMNITORS ARE CONNECTED WITH AN ACCIDENT OR OCCURRENCE COVERED BY THIS INDEMNIFICATION, THEN EACH OF SUCH INDEMNITORS SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE TO THE INDEMNITEES FOR INDEMNIFICATION AND THE ULTIMATE RESPONSIBILITY AMONG SUCH INDEMNITORS FOR THE LOSS AND EXPENSE OF ANY SUCH INDEMNIFICATION SHALL BE SETTLED BY SEPARATE PROCEEDINGS AND WITHOUT JEAPORDY TO ANY INDEMNITEE. THE PROVISIONS OF THIS ARTICLE SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATIONS OR RIGHT WHICH COUNTY OR ANY OTHER INDEMNITEES HAS BY LAW. THE INDEMNITIES CONTAINED HEREIN SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON WHATSOEVER.

X.

Service Provider's Employees: Service Provider covenants and agrees that all personnel engaged shall be employees of Service Provider, and Service Provider shall pay all salaries, and all Social Security taxes, Federal and State Unemployment Insurance, Workers' Compensation Insurance and any similar taxes or expenses related to such employees, including but not limited to, license fees, insurance premiums and outfitting expenses. Service Provider shall be responsible for complying with all Federal, State and Local laws, ordinances and regulations regarding its employees, including all Occupational Safety and Health Administration regulations. Service Provider shall be responsible for the supervision, control and direction of the day-to-day activities of the personnel provided hereunder and shall provide close supervision on a continual basis.

XI.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for specific projects as defined in the SOW's. The not-to-exceed amount under this Agreement is **Nineteen Thousand Five Hundred Dollars ($19,500.00)** per fiscal year.

Pursuant to State Law ("Texas Prompt Payment Act") the payment terms are governed as follows:

County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date County receives the goods under the Agreement; (2) the date the performance of the service under the Agreement is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of (1) 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 on an invoice submitted by Service Provider, County shall notify Service Provider of the error not later than the twenty first (21st) day after the date County

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1. defective work not remedied;
2. reasonable evidence that the work cannot be completed for the unpaid balance of the Agreement sum;
3. damage to The County;
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XXIII.

Notice: Any notice required to be given under the terms of this AGREEMENT shall be effective if and when given in writing and mailed by certified mail to the addresses listed below or subsequently provided in writing:

WILLIAMSON COUNTY:
Williamson County Judge
710 Main Street, Suite 101
Georgetown, TX 78626

SERVICE PROVIDER
Texas Equipment Solutions Services, LLC
3202 Hidden Hills
Cedar Park, TX 78613

XXIV.

Mediation: The parties agree to use non-binding mediation for dispute resolution prior to and formal legal action being taken on this Agreement.

XXV.

Appropriation of Funds by County: County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Service Provider 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.

Non-Appropriation and Fiscal Funding: The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that County shall have the

right to terminate this Agreement at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination at the end of its then-current fiscal year.

XXVI.

Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Agreement, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Agreement by reference. The Williamson County Vendor Reimbursement Policy can be found at: Williamson County Vendor Reimbursement Policy.pdf (wilco.org). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXVII.

Entire Agreement & Incorporated Documents: This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this Agreement include the following:

A. Texas Equipment Solutions Compensation and Fee Schedule marked as **Exhibit "A:**;
B. Insurance certificates evidencing coverages required herein above and
C. Any Amendments agreed to by both parties.

XXVI.

Signature for the County: The presiding officer of Williamson County's governing body who is authorized to execute this instrument by order duly recorded may execute this Agreement on behalf of the County.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, that this Agreement shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
County Judge/Presiding Officer

Dated: _____ _____, 20___

Texas Equipment Solutions Services, LLC:

X _____
Authorized Signature

Ron Boberge
Printed Name

Dated: 3/10 _____, 2025

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Mar 11 2025 Time: 11:50 am

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Mar 11 2025 Time: 8:16 am

Exhibit "A"
Texas Equipment Solutions Compensation and Fee Schedule

Texas Equipment Solutions

Compensation and Fee Schedule

This attachment shall be completed and returned with the Contractor response / Service Agreement documents.

Contractor shall submit a full list of all personnel titles and the hourly billing rate for each discipline which shall be incorporated into this service agreement.

Rates shall remain firm throughout the term of this contract purchase agreement. This compensation and fee scheduled shall be used to establish fixed prices for services by purchase order.

Rates valid thru September 30, 2025 and with subsequent years' renewals.

- If rates change at renewal times, we will forward those adjusted rates to you.

Personnel Level	Hourly Rate
1. Technician	
a. Regular Hours – 7:00 am – 5:00 pm	$135.00 for 2025 $150.00 for 2026
b. After Regular Hours – 5:01 pm – 6:59 am	$145.00 for 2025 $160.00 for 2026
c. Weekends or County approved Holidays	Weekends (Saturday) - $160.00
2. Service Vehicle Fee – per call	$50.00 per vehicle, per call

Emergency Contact Personnel:	Lucas Grider
Business Hours Phone Number:	512-276-2769
After Hours/Emergency Phone Number:	512-384-4637
Email Address:	lgrider@txequipmentsolutions.com

Materials - Remedial Repairs	
Materials not covered under scheduled service:	
*	Contractor may invoice for parts and materials on a cost-plus basis. We would use a multiplier for the following costs. Parts and materials cost of up to $200 would be 2.5 multiplier, cost up to $500 is 2.0 multiplier. And up to $1000 is 1.8 multiplier anything greater is 1.5 multiplier
**	Contractor may invoice for equipment rental on a cost-plus basis. The contactor may invoice at _5___% markup.
***	Invoice(s) for work performed shall require a copy of the parts and materials receipt to be included when the total, including mark-up, exceeds 500.00.
****	Williamson County reserves the right to request from Contractor any documentation that reflects price for verification purposes.

- 90-day labor warranty on service repairs performed, any MFG parts warranties will be extended.

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1268509

Date Filed:
02/12/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Texas Equipment Solutions Service, LLC
Cedar Park, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2025.02.11
HVAC commercial equipment repair

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Roberge, Ronald	Austin, TX United States	X	
Weibel, Dustin	Cedar Park, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Dustin Weibel, and my date of birth [redacted]

My address is [redacted]
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 13 day of February (month) 20 25 (year).

X [signature]
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1268509

Date Filed:
02/12/2025

Date Acknowledged:
03/11/2025

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Texas Equipment Solutions Service, LLC
Cedar Park, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2025.02.11
HVAC commercial equipment repair

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Roberge, Ronald	Austin, TX United States	X	
Weibel, Dustin	Cedar Park, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **71.**

Meeting Date: 03/25/2025

Award of RFSQ #25RFSQ10 Twin Lakes Park Parking Lot Project to Hagood Engineering Associates, Inc for Parks/ Facilities Management

Submitted For: Joy Simonton **Submitted By:** Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding RFSQ #25RFSQ10 Twin Lakes Park Parking Lot Project to Hagood Engineering Associates, Inc, in the amount of One Hundred Sixteen Thousand Seven Hundred Thirty Dollars and No/100 ($116,730.00) and execution of the agreement, funding source is P654.

Background

Williamson County sent out over 11,300 notifications with 109 document takers. Wilco received five (5) submittals were received from qualified planners, landscape architects, architects and engineers to provide design services for the Twin Lakes Park Parking Lot project, 204 East Little Elm, Cedar Park, TX 78612. Hagood Engineering was determined to be the highest ranked firm through the evaluation process. Contract negotiations were conducted. Contract Audit and General Counsel reviewed. The funding source is P654 and the point of contact is Gretchen Glenn.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

25RFSQ10_Twin Lakes Park Parking Lot_PSA_Hagood_2025.03.03

Recommendation Letter

Hagood Engineering submittal

Scoresheet Redacted

Form 1295 Hagood Engineering Associates complete

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/19/2025 12:21 PM
County Judge Exec Asst.	Andrea Schiele	03/19/2025 11:09 PM
Form Started By: Johnny Grimaldo		Started On: 03/14/2025 10:13 AM
Final Approval Date: 03/19/2025		

AGREEMENT FOR PLANNING, DESIGN & ENGINEERING SERVICES

PROJECT: **25RFSQ10 – Twin Lakes Park Parking Lot** ("Project")

PLANNER/ LANDSCAPE ARCHITECT/ ARCHITECT/ ENGINEER: **Hagood Engineering Associates, Inc** ("A/E")
Terry R. Hagood, P.E., President
900 East Main St.
Round Rock, Texas 78664

COUNTY'S DESIGNATED REPRESENTATIVE: **Williamson County Parks Department**
Director of Parks
219 Perry Mayfield
Leander, Texas 78641

THIS AGREEMENT FOR PLANNING, DESIGN AND ENGINEERING SERVICES ("Agreement") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and A/E.

R E C I T A L S

WHEREAS, **V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A** entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional planners, landscape architects, architects and engineers; and

WHEREAS, County intends to **design a parking lot in a heavily wooded area at Twin Lakes Park**; and

WHEREAS, County desires that A/E perform certain professional services in connection with the Project; and

WHEREAS, A/E represents that it is qualified and desires to perform such services;

NOW, THEREFORE, County and A/E, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

ARTICLE 1
SCOPE OF AGREEMENT

A/E agrees to perform professional services in connection with the Project as stated herein, and for having rendered such services, County agrees to pay to A/E compensation as stated in the articles to follow.

ARTICLE 2
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

2.1 Contract Documents.
Contract Documents consist of this Agreement, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Agreement), and all fully executed Supplemental Agreements which are subsequently issued. These form the entire Agreement, and all are as fully a part of this Agreement as if attached to this Agreement or repeated herein.

2.2 Existing Information.
County shall provide A/E with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular Project at no cost to A/E; however, any and all such information shall remain the property of County and shall be returned, if County so instructs A/E.

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

2.3.1
2012 Edition of the Texas Accessibility Standards (TAS) regarding the Elimination of Architectural Barriers Program, including latest revisions (*see* 16 Tex. Admin. Code § 68.100; *see also* Tex. Gov't Code, Ch. 469).

2.3.2
Americans with Disabilities Act (ADA)

2.3.3
Williamson County Facilities Building Code Adoption List, 2020 edition as updated

2.3.4
Williamson County Consultant Design Submittal Guidelines, 2020 edition as updated

ARTICLE 3
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

3.1 Non-collusion.
A/E warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for A/E, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or subconsultant any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this

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

3.2 Debarment Certification.
A/E must sign the Debarment Certification enclosed herewith as **Exhibit E**.

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

ARTICLE 4
CHARACTER AND SCOPE OF SERVICES

4.1
In consideration of the compensation herein provided, A/E shall perform professional planning, design and engineering services for the Project, which are acceptable to County, based on standard planning, landscape architecture, architectural and engineering practices and the scope of work described on the Exhibits attached to this Agreement. A/E shall also serve as County's professional planner, landscape architect, architect and engineer in those phases of the Project to which this Agreement applies and will consult with and give advice to County during the performance of A/E's services.

4.2
A/E shall perform the following Basic Scope of Services (sometimes referred to herein as the “Basic Scope of Services”, “Basic Services” or the “Scope of Services”):

4.2.1
The Basic Scope of Services shall generally consist of all elements of work, meetings, materials, and equipment required for the development of the Project in accordance with the requirements, policies, and general practices of Williamson County.

4.2.2
As part of the Basic Services, A/E shall submit its work products to County for review as requested by County.

4.2.3
The detailed Basic Services for the Project is set forth herein as **Exhibit A** to this Agreement, which is expressly incorporated and made a part hereof.

ARTICLE 5
TIME FOR PERFORMANCE

5.1 Commencement.
A/E shall not commence work until A/E has been thoroughly briefed on the scope of the Project and has been notified in writing to proceed, as evidenced by a Notice to Proceed.

5.2 Duration.
A/E agrees to complete the Basic Services within the time period set forth in **Exhibit C**. The time limits set out therein may, for good cause, be extended, in writing, by County as the Project proceeds.

ARTICLE 6
COMPENSATION AND EXPENSES

6.1 Basic Fee.
For and in consideration of the Basic Services rendered by A/E, County shall pay to A/E up to **One Hundred Sixteen Thousand Seven Hundred Thirty and No/100 Dollars ($ 116,730.00)** hereinafter called the "Basic Fee".

The Basic Fee is based upon all estimated labor costs required in the performance of all items and phases of the Basic Services set forth in **Exhibit A**. Compensation for Basic Services will be paid by County by monthly invoices of percentage completion of fees by phase of the Basic Fee as set forth in **Exhibit B**. County will only be obligated to pay A/E for the performance of items and phases of the Basic Services actually rendered and incurred, which may be less than the above stated Basic Fee.

6.2 Expenses.
A/E shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit D**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and **must strictly comply with the Williamson County Vendor Reimbursement Policy**. The copies of the provider's invoice must evidence the actual costs billed to A/E without markup. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and must not exceed One Thousand One Hundred Sixty-Seven and 30/100 **Dollars ($ 1,167.30)**.

ARTICLE 7
ADDITIONAL SERVICES AND CHARGES

For the performance of services not specifically described as Basic Services under **Article 4** above (sometimes referred to herein as "Additional Services"), County shall pay and A/E shall receive, under a negotiated, written Supplemental Agreement, Additional Services compensation based upon invoices of percentage completion.

A/E shall not, however, be compensated for work made necessary by A/E's negligent errors or omissions. In the event of any dispute over the classification of A/E's services as Basic or

Additional Services under this Agreement, the decision of County shall be final and binding on A/E.

It is expressly understood and agreed that A/E shall not furnish any Additional Services without the prior written authorization of County by a negotiated Supplemental Agreement. County shall have no obligation to pay for such Additional Services which have been rendered without prior written authorization of County as hereinabove required.

ARTICLE 8
TIME OF PAYMENT; PAYMENT AND INTEREST; AND RIGHT TO AUDIT

8.1 Time of Payment.

During the performance of the services provided for in this Agreement, monthly payments shall be made based upon that portion of the services which has been completed.

On or about the last day of each calendar month during the performance of the Basic Services to be provided under this Agreement, A/E shall submit to County working documents in any stage of completion to demonstrate incremental progress of Basic Services and the compensation which is due for percentage completion of Basic Services.

On or about the last day of each calendar month during the performance of the Additional Services to be provided under **Article 7**, A/E shall submit to County working documents in any stage of completion to demonstrate incremental progress of Additional Services under an applicable Supplemental Agreement related thereto, and the compensation which is due for percentage completion of particular Additional Services.

County shall review the documentation and shall pay each statement as set forth in this **Article 8**, however, the approval or payment of any statement shall not be considered evidence of performance by A/E to the point indicated by such statement or of receipt or acceptance by County of the services covered by such statement. Final payment does not relieve A/E of the responsibility of correcting any errors or omissions resulting from A/E's negligence.

Upon submittal of the initial invoice, A/E shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

8.2 Prompt Payment Policy.

In accordance with **Chapter 2251, V.T.C.A., Texas Government Code**, payment to A/E will be made within **thirty (30) days** of the day on which the performance of services was complete, or within **thirty (30) days** of the day on which the County Auditor receives a correct invoice for services, whichever is later. A/E may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

8.2.1
There is a bona fide dispute between County and A/E concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

8.2.2
There is a bona fide dispute between A/E and a subcontractor/ subconsultant or between a subcontractor/ subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Basic Services performed which causes the payment to be late; or

8.2.3
The invoice is not submitted to Williamson County in strict accordance with instructions, if any, on the purchase order, or this Agreement or other such contractual agreement.

The County Auditor shall document to A/E the issues related to disputed invoices within **ten (10) calendar days** of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of **Texas Government Code, Chapter 2251, V.T.C.A**.

ARTICLE 9
PROJECT TEAM

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

Williamson County Parks Department
Attn: Director of Parks
219 Perry Mayfield
Leander, Texas

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

A/E's Designated Representative for purposes of this Agreement is as follows:

Hagood Engineering Associates, Inc
Terry R. Hagood P.E.
900 East Main St.
Round Rock, Texas 78664

A/E shall have the right, from time to time, to change A/E's Designated Representative by giving

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

ARTICLE 10
NOTICE

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or A/E at the following addresses. If mailed, any notice or communication shall be deemed to be received **three (3) days** after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

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

With copy to: Williamson County Parks Department
Attn: Director of Parks
219 Perry Mayfield
Leander, Texas 78641

and to: Office of General Counsel
Williamson County Commissioners Court
401 W. 6th Street
Georgetown, Texas 78626

A/E: Hagood Engineering Associates, Inc
900 East Main St.
Round Rock, Texas 78664

Attention: Terry R. Hagood, P.E
President

Either party may designate a different address by giving the other party ten (10) days written notice.

ARTICLE 11
PROGRESS EVALUATION

A/E shall, from time to time during the progress of the Basic Services and, when applicable, progress of Additional Services, confer with County at County's election. A/E shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Basic Services and any applicable Additional Services. At the request of County or A/E, conferences shall be provided at A/E's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Basic Services and any applicable Additional Services. County may, from time to time, require A/E to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Basic Services or any applicable Additional Services does not satisfy the terms of this Agreement, then County shall review same with A/E to determine corrective action required.

A/E shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Basic Services and any applicable Additional Services, including but not limited to the following:

11.1
Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of this Agreement or preclude the attainment of Project Basic Services and any applicable Additional Services by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

11.2
Favorable developments or events which enable meeting goals sooner than anticipated in relation to this Agreement or any applicable Supplemental Agreement.

ARTICLE 12
CHANGES IN COMPLETED BASIC SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Basic Services or parts thereof which involve changes to the original Basic Services or character of Basic Services under this Agreement, then A/E shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Services and paid for as specified under **Article 7** and **Article 8**. A/E shall make revisions to Basic Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Basic Services.

ARTICLE 13
REVIEW PROCESS AND REVISIONS TO A/E WORK PRODUCT

13.1 Review Process.

A/E's Work Product will be reviewed by County under its applicable technical requirements and procedures, as follows:

13.1.1 Submittal.
Reports, plans, surveys, field notes, original drawings, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, data, sketches and/or schematics prepared by A/E and supporting documents (collectively referred to hereinabove and hereinafter as the "A/E Work Product(s)"), shall be submitted by A/E on or before the dates specified for completion, as set out in the Production Schedule set forth in **Exhibit C**.

13.1.2 Completion.
Reports, plans, specifications, and supporting documents shall be submitted by A/E on or before the dates specified in **Exhibit C**. Upon receipt of same, the submission shall be checked for completion. "Completion" or “Complete” shall be defined as all of the required items, as set out in **Exhibit A**, have been included in compliance with the requirements of this Agreement. The completeness of any Basic Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify A/E in writing within such thirty (30) day period if such Basic Services have been found to be incomplete. If the submission is Complete, County will notify A/E and County’s technical review process will begin.

If the submission is not Complete, County will notify A/E, who shall perform such professional services as are required to complete the Basic Services and resubmit it to County. This process shall be repeated until a submission is Complete.

13.1.3 Acceptance.
County will review the completed Basic Services in each design phase for compliance with this Agreement and general conformance with the Design Deliverable Guidelines. "Acceptance" or “Accepted” shall mean that in County’s reasonable opinion, substantial compliance with the requirements of Agreement has been achieved.

If a lack of coordination between subconsultant documents is discovered in the A/E work product, which is not specifically called-out by A/E as a pending coordination item, the work product will be returned to A/E along with written email notification which may describe preliminary deficiencies discovered and may reference the terms of **Paragraph 13.1.3** of this Agreement. A/E shall perform any required corrections to Basic Services and resubmit to County.

Should this process need to be repeated for the same or subsequent deficiencies related to the initial deficiencies, County will issue a marked-up work product to A/E indicating specific deficiencies for correction. County will also issue a notice for A/E to deduct **One Thousand Dollars ($ 1,000)** from the A/E ‘s Basic Fee on the next invoice for each occurrence until the Basic Services are Accepted.

13.1.4 Final Approval.
After Acceptance, A/E shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by County. "Final Approval" in this sense shall mean formal recognition that the Basic Services have been fully carried out.

13.2 Revision to A/E Work Product.

A/E shall make, without expense to County, such revisions to A/E Work Product as may be required to correct negligent errors or omissions so A/E Work Product meets the needs of County, but after the approval of A/E Work Product any revisions, additions, or other modifications made at County's request which involve extra services and expenses to A/E shall entitle A/E to additional compensation for such extra services and expenses; provided, however, A/E hereby agrees to perform any necessary corrections to A/E Work Products which are found to be in negligent error or omission as a result of A/E's development of A/E Work Product, at any time, without additional compensation. If it is necessary, due to such error or omission by A/E, to revise any A/E Work Product in order to make the Project constructible, A/E shall do so without additional compensation. In the event of any dispute over the classification of A/E's Work Products as Complete, Accepted, or Approved under this Agreement, the decision of County shall be final and binding on A/E, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

13.3 Days.

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

13.4 County's Reliance on A/E.

A/E's duties as set forth herein shall at no time be in any way diminished by reason of any review, evaluation, or approval by County nor shall A/E be released from any liability by reason of such review, evaluation or approval by County, it being understood that County, at all times, is ultimately relying upon A/E's skill, ability, and knowledge in performing the Basic Services required hereunder.

ARTICLE 14
SUSPENSION

Should County desire to suspend the Basic Services, but not to terminate this Agreement, then such suspension may be effected by County giving A/E **thirty (30) calendar days'** verbal notification followed by written confirmation to that effect. Such **thirty (30)-day** notice may be waived in writing by agreement and signature of both parties. The Basic Services may be reinstated and resumed in full force and effect within **sixty (60) days** of receipt of written notice from County to resume the Basic Services. Such **sixty (60)-day** notice may be waived in writing by agreement and signature of both parties. If this Agreement is suspended for more than **thirty (30) days**, A/E shall have the option of terminating this Agreement and, in the event, A/E shall be compensated for all Basic Services performed and reimbursable expenses incurred, provided such Basic Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

County assumes no liability for Basic Services performed or costs incurred prior to the date authorized by County for A/E to begin Basic Services, and/or during periods when Basic Services are suspended, and/or subsequent to the completion date.

ARTICLE 15
VIOLATION OF CONTRACT TERMS/ BREACH OF CONTRACT

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

ARTICLE 16
TERMINATION

This Agreement may be terminated as set forth below.

16.1
By mutual agreement and consent, in writing, of both parties.

16.2
By County, by notice in writing to A/E, as a consequence of failure by A/E to perform the Basic Services set forth herein in a satisfactory manner.

16.3
By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

16.4
By County, for reasons of its own and not subject to the mutual consent of A/E, upon not less than **thirty (30) days** written notice to A/E.

16.5
By satisfactory completion of all Basic Services and obligations described herein.

Should County terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to A/E. In determining the value of the Basic Services performed by A/E prior to termination, County shall be the sole judge. Compensation for Basic Services at termination will be based on a percentage of the Basic Services completed at that time. Should County terminate this Agreement under **Section 16.4** above, then the amount charged during the **thirty (30)-day** notice period shall not exceed the amount charged during the preceding **thirty (30) days**.

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

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

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

ARTICLE 17
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications, and data or programs stored electronically, (hereinafter referred to as "A/E Work Products") prepared by A/E and its subcontractors/ subconsultants are related exclusively to the services described in this Agreement and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of A/E's designs under this Agreement (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to A/E.

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

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

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

Prior to A/E providing to County any A/E Work Products in electronic form or County providing to A/E any electronic data for incorporation into A/E Work Products, County and A/E shall, by separate written agreement, set forth the specific conditions governing the format of such A/E Work Products or electronic data, including any special limitations not otherwise provided in this Agreement. Any electronic files are provided by A/E for the convenience of County and use of

them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by A/E, the hardcopy shall prevail. Only printed copies of documents conveyed by A/E shall be relied upon.

A/E shall have no liability for changes made to the drawings by other consultants subsequent to the completion of the Project. Any such change shall be sealed by A/E making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 18
PERSONNEL, EQUIPMENT, AND MATERIAL

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

ARTICLE 19
SUBCONTRACTING

A/E shall not assign, subcontract, or transfer any portion of the Basic Services under this Agreement without prior written approval from County. All subcontracts shall include the provisions required in this Agreement. No subcontract shall relieve A/E of any responsibilities under this Agreement.

ARTICLE 20
MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the right herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

ARTICLE 21
COMPLIANCE WITH LAWS

21.1 Compliance.

A/E shall render the services hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the planning, landscape architecture, architecture and engineering professions, and in recognition of such standards, A/E shall comply with all applicable federal, state, and local laws, statutes, codes,

ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including, without limitation, minimum/ maximum salary and wage statutes and regulations, and licensing laws and regulations. A/E shall furnish County with satisfactory proof of its compliance.

A/E shall further obtain all permits and licenses required in the performance of the Basic Services contracted for herein.

21.2 Taxes.

A/E shall pay all taxes, if any, required by law arising by virtue of the Basic Services performed hereunder. County is qualified for exemption pursuant to the provisions of **Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act**.

ARTICLE 22
INDEMNIFICATION

A/E AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY A/E, A/E'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH A/E INCLUDING, WITHOUT LIMITATION, A/E'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH A/E EXERCISES CONTROL.

A/E FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A/E'S FAILURE TO PAY A/E'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS AGREEMENT BY A/E.

A/E FURTHER AGREES TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY A/E IN THE PERFORMANCE OF THIS AGREEMENT.

THE LIMITS OF INSURANCE REQUIRED IN THIS AGREEMENT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT A/E'S OBLIGATIONS UNDER THIS **ARTICLE 22**. THE TERMS AND CONDITIONS CONTAINED IN THIS **ARTICLE 22** SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF COUNTY OR THIRD PARTIES FOR WHOM A/E IS NOT LEGALLY LIABLE, A/E'S OBLIGATIONS SHALL BE IN PROPORTION TO A/E'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST COUNTY IN WHICH CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY ACTS, ERRORS OR OMISSIONS OF A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS IN THE CONSTRUCTION DOCUMENTS OR IN THE ADMINISTRATION OF THIS AGREEMENT BY A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, AND/OR INADEQUATE SERVICES PURSUANT TO THE CONSTRUCTION PHASE-ADMINISTRATION OF THE CONSTRUCTION CONTRACT AS DEFINED AND REQUIRED BY THIS AGREEMENT, AGREEMENT EXHIBITS AND THE CONSTRUCTION CONTRACT DOCUMENTS, THEN COUNTY SHALL HAVE THE RIGHT TO JOIN A/E AT COUNTY'S COST. A/E SHALL ALSO HOLD COUNTY HARMLESS AND INDEMNIFY COUNTY TO THE EXTENT THAT A/E, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE A/E, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
PROFESSIONAL'S RESPONSIBILITIES

A/E shall be responsible for the accuracy of its Professional Services and shall promptly make necessary revisions or corrections to its Work Product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine A/E's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of **Article 31**. A/E shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
PROFESSIONAL'S SEAL

The responsible planner, landscape architect, architect and engineer shall sign, seal, and date all appropriate submissions to County in accordance with Texas laws and the rules of the State Boards of Registration for Professionals.

ARTICLE 25
INSURANCE

A/E shall comply with the following insurance requirements, at all times, during this Agreement:

25.1 Coverage Limits.

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

25.1.1
Worker's Compensation in accordance with statutory requirements.

25.1.2
Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of **$1,000,000** per occurrence and **$2,000,000** in the aggregate.

25.1.3
Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of **$500,000** per occurrence and **$1,000,000** in the aggregate.

25.1.4
Professional Liability Errors and Omissions Insurance in the amount of **$ 1,000,000** per claim.

25.2 Additional Insureds; Waiver of Subrogation.
County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary; and, any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

25.3 Premiums and Deductible.
A/E shall be responsible for payment of premiums for all insurance coverages required under this **Article 25**. A/E further agrees that for each claim, suit, or action made against insurance provided hereunder, with respect to all matters for which A/E is responsible hereunder, A/E shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over **$50,000** in A/E's insurance must be declared and approved in writing by County in advance.

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

25.5 Insurance Company Rating.
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.

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

25.7 No Arbitration.

It is the intention of County and agreed to and hereby acknowledged by A/E, that no provision of this Agreement shall be construed to require County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Agreement.

25.8 Subcontractor/ Subconsultant's Insurance.

Without limiting any of the other obligations or liabilities of A/E, A/E shall require each subcontractor/ subconsultant performing work under this Agreement (to the extent a subcontractor/ subconsultant is allowed by County) to maintain during the term of this Agreement, at the subcontractor/ subconsultant's own expense, the same stipulated minimum insurance required in this **Article 25** above, including the required provisions and additional policy conditions as shown below in this **Article 25**.

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

25.9 Insurance Policy Endorsements.

Each insurance policy shall include the following conditions by endorsement to the policy:

25.9.1
County shall be notified **thirty (30) days** prior to the expiration, cancellation, nonrenewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

Williamson County Purchasing
100 Wilco Way
Suite P101
Georgetown, Texas 78626

25.9.2
The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

25.10 Cost of Insurance.

The cost of all insurance required herein to be secured and maintained by A/E shall be borne solely by A/E, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such certificates of insurance are evidenced as **Exhibit F**.

ARTICLE 26
SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. A/E may not assign, sublet, or transfer any interest in this Agreement, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 27
SEVERABILITY

In the event any 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, then 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.

ARTICLE 28
PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the sole agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter defined herein. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 29
A/E'S ACCOUNTING RECORDS

A/E agrees to maintain, for a period of **three (3) years** after final payment under this Agreement, detailed records, books, documents, and papers which are directly pertinent to the services to be performed under this Agreement and records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for the purposes of making audits, examinations, excerpts and transcriptions. A/E 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 detailed records, books, documents, and papers which are directly pertinent to the services to be performed under this Agreement and records of reimbursable costs and expenses of other providers for the purposes of making audits, examinations, excerpts, and transcriptions. A/E further agrees that County shall have access during normal working hours to all necessary A/E facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this **Article 29**. County shall give A/E reasonable advance notice of intended audits.

ARTICLE 30
GENERAL PROVISIONS

30.1 Time is of the Essence.

A/E understands and agrees that time is of the essence and that any failure of A/E to complete the Basic Services within the agreed Production Schedule set out in **Exhibit C** may constitute a material breach of this Agreement. A/E shall be fully responsible for its delays or for failures to

use its reasonable efforts in accordance with the terms of this Agreement and A/E's standard of performance as defined herein. Where damage is caused to County due to A/E's negligent failure to perform, County may accordingly withhold, to the extent of such damage, A/E's payments hereunder without waiver of any of County's additional legal rights or remedies.

30.2 Force Majeure.

Neither County nor A/E shall be deemed in violation of this Agreement if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

30.3 Enforcement and Venue.

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

30.4 Standard of Performance.

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

30.5 Opinion of Probable Cost.

Any opinions of probable Project cost or probable construction cost provided by A/E are made on the basis of information available to A/E and on the basis of A/E's experience and qualifications and represents its judgment as an experienced and qualified professional. However, since A/E has no control over the cost of labor, materials, equipment, or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, A/E does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost A/E prepares.

30.6 Opinions and Determinations.

Where the terms of this Agreement provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

30.7 Reports of Accidents.

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

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

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

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

30.11 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.

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

30.13 Governing Terms and Conditions.
If there is an irreconcilable conflict between the terms and conditions set forth in this Agreement or any Supplemental Agreement and the terms and conditions set forth in any Exhibit, Appendix to this Agreement, the terms and conditions set forth in this Agreement or any Supplemental Agreement shall control over the terms and conditions set forth in any Exhibit, Appendix to this Agreement.

30.14 Appropriation of Funds by County.
County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. A/E understands and agrees that 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. It is further understood and agreed by A/E that County shall have the right to terminate this Agreement at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may affect such termination by giving written notice of termination to A/E.

ARTICLE 31
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and A/E shall 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, claim for benefits, 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. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Agreement shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation, if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of this Agreement.

ARTICLE 32
EQUAL OPPORTUNITY IN EMPLOYMENT

The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

ARTICLE 33
MERGER

The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

ARTICLE 34
PUBLIC CONTACT

Contact with the news media, citizens of Williamson County or governmental agencies shall be the responsibility of County. Under no circumstances shall A/E release any material or information developed in the performance of its services hereunder without the express written permission of County.

ARTICLE 35
A/E's REPRESENTATIONS

A/E represents that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to complete the services and perform its obligation under this Agreement and under the Contract Documents. A/E further represents and acknowledges that: (a) it is a sophisticated business entity that possesses the required level of experience and expertise in business administration, construction, and contract administration of projects of similar or like size, complexity, and nature as the Project and (b) the fee stated in this Agreement is adequate compensation for the timely completion of the Basic Services.

ARTICLE 36
CONFIDENTIALITY

A/E hereby acknowledges the services to be performed hereunder pertain to a secured correctional facility (Williamson County Jail) and that A/E must ensure that information relating all areas of the Williamson County Jail must not be disclosed to third parties. A/E expressly agrees that its employees, agents, or any other person or entity under contract with A/E including, without limitation, A/E's subconsultants, or any other entity over which A/E exercises control will not use any information relating to the Williamson County Jail that may be obtained while providing services hereunder for any purpose other than for what is necessary to perform the required services. A/E agrees to use the same degree of care as it uses to protect the confidentiality of its own confidential information, but no less than reasonable precautions to maintain confidentiality with respect to the Williamson County Jail, and to prevent disclosure thereof to persons other than its employees, agents, any other person or entity under contract with A/E including, without limitation, A/E's subconsultants, or any other entity over which A/E exercises control who need access to information regarding the Williamson County Jail to carry out their obligations under this Agreement. A/E agrees that A/E and its employees, agents, any other person or entity under contract with A/E including, without limitation, A/E's subconsultants, or any other entity over which A/E exercises control will not enter any unauthorized areas of the Wiliamson County Jail and will not disclose any information to unauthorized third parties and will take care to guard the security of the information at all times. A/E agrees that all of its employees, agents, any other person or entity under contract with A/E including, without limitation, A/E's subconsultants, or any other entity over which A/E exercises control shall be subject to background checks and that the Williamson County Sheriff or his agent will perform checks. County shall retain the right to deny right of entry to the Williamson County Jail to anyone.

ARTICLE 37
SIGNATORY WARRANTY

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

IN WITNESS WHEREOF, County has caused this Agreement to be signed in its name by its duly authorized County Judge, or presiding officer of the Williamson County Commissioners Court in the absence of the County Judge, thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

A/E:
Hagood Engineering Associates, Inc.

By: _____
Signature

Terry R. Hagood
Printed Name

President
Title

Date Signed: 2/26/2025

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

EXHIBIT A

SCOPE OF BASICSERVICES

THE FOLLOWING SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE AGREEMENT. TO THE EXTENT THIS SCOPE OF SERVICES IS INCONSISTENT WITH THE AGREEMENT, THE AGREEMENT WILL SUPERSEDE THE SCOPE OF SERVICES AND WILL BE CONTROLLING.

In consideration of the Basic Fee provided in the Agreement, A/E shall perform the following Basic Services, based on standard planning, landscape architectural, architectural and engineering practices:

These services may include, but are not limited to as-built drawings, programming, architectural, structural, civil, mechanical, plumbing, electrical, hazardous materials, IT and security, landscape and irrigation, cost estimates and construction administration, master planning, facility condition assessment, forensic investigations, real estate evaluations, and specialized studies and analyses as agreed to by County and A/E.

GENERAL REQUIREMENTS

Design Criteria. A/E shall prepare all work in accordance with the latest version of applicable County's procedures, specifications, manuals, guidelines, standard drawings, and standard specifications. A/E shall prepare each Plans, Specifications, and Estimates (PS&E) package in a form suitable for letting through County's construction contract bidding and awarding process.

Right-of-Entry and Coordination. A/E shall notify County and secure permission to enter private property to perform any surveying, environmental, engineering or geotechnical activities needed off County property. In pursuance of County's policy with the general public, A/E shall not commit acts which would result in damages to private property, and A/E shall make every effort to comply with the wishes and address the concerns of affected private property owners. A/E shall contact each property owner prior to any entry onto the owner's property and shall request concurrence from County prior to each entry.

A/E shall notify County and coordinate with adjacent A/Es on all controls at project interfaces.

A/E shall prepare each exhibit necessary for approval by each utility, and other governmental or regulatory agency in compliance with the applicable format and guidelines required by each entity and as approved by County. A/E shall notify County in writing prior to beginning any services on any outside agency's exhibit.

Progress Reporting. A/E shall submit monthly (at a minimum) a progress status e-mail to County's Project Manager (PM) regardless of whether A/E is invoicing for that month.

A/E shall prepare and maintain a design and estimated construction schedule in a format reasonably acceptable to County during project phases prior to the Construction Administration Phase. A/E shall schedule milestone submittals per **Exhibit C – Production Schedule**.

Contractor shall prepare and maintain a construction schedule in Gantt chart format during the project Construction Administration Phase through the Close-out Phase.

Within **thirty (30) days** of completion of construction of the project, A/E shall deliver all electronic files in formats reasonably acceptable to County.

Final payment is contingent upon County's receipt and confirmation by County's PM that the electronic files function and are formatted in accordance with the Agreement and all review comments are addressed.

A/E shall prepare a letter of transmittal to accompany each document submittal to County. At a minimum, the letter of transmittal must include County's project name, Agreement and Work Authorization numbers, as well as facility name and address.

Coordination. A/E shall coordinate issues through County's PM. County will communicate, in writing, resolution of issues and provide A/E direction through County's PM.

Level of Effort. A/E shall base the level of effort at each phase on the prior work developed in earlier phases without unnecessary repetition or re-study.

Quality Assurance (QA) and Quality Control (QC). A/E shall provide peer review at all levels. For each deliverable, A/E shall maintain evidence of A/E's internal review and mark-up of that deliverable as preparation for submittal. When internal mark-ups are requested by County in advance, County, at its sole discretion, may reject the deliverable should A/E fail to provide the evidence of internal mark-ups. A/E shall clearly label each document submitted for quality assurance as an internal mark-up document.

A/E shall perform QA and QC on all consultant products (when applicable to the project) prior to delivery to County. If, during the course of reviewing a submittal, it becomes apparent to County that the submittal contains unreasonable errors, omissions, or inconsistencies, County may cease its review and immediately return the submittal for appropriate action by A/E.

A submittal returned to A/E for this reason is not a submittal for purposes of the submission schedule. Rejected submittals shall neither impact the overall deadline of the Project nor the review period allotted to County officials. A/E shall provide an updated schedule showing interim submission date changes to make-up for any lost time. A/E shall not submit an invoice until County accepts the submittal as reasonably complete.

Organization of Plan Sheets. The PS&E package shall be complete and organized in a manner that is suitable for the bidding and awarding of a construction contract.

Naming of Electronic Project Files and Organization of Design Project Folders. A/E shall use succinct and understandable file names including project name, document content, and date created (i.e. "*Project_DOCUMENT_yyyy.mm.dd*"). A/E shall maintain files in an organized folder structure that is readily understandable to outside users to facilitate communication and minimize complications in project close-out.

Referenced Documents. County standardized design and procedure documents are provided for public reference at the following web address:

https://www.wilcotx.gov/376/Facilities-Management

SCOPE OF WORK:

Twin Lakes Park
204 East Little Elm, Cedar Park, TX 78612
Parks Department
P654

A/E to provide design services for a parking lot in wooded area of Twin Lakes Park.

Design services shall be conducted in phases as outlined herein. Phases may be combined to expedite design process when defined in **Exhibit C – Production Schedule**. Individual phases or groups of phases shall be authorized herein or by fully executed Supplemental Agreement.

Phase I - SCHEMATIC DESIGN - 30% Program, Plans, Outline Specifications and Estimate

Upon receipt of written Notice to Proceed, A/E shall accomplish the following:

A. Investigate site/facility and verify known existing or available utility locations.

B. Review International Building Code (IBC), ASHRAE 90.1, ASHRAE 62.1, International Mechanical Code (IMC), National Electric Code (NEC), International Energy Conservation Code (IECC), and any other applicable codes and ordinances.

C. Advise County of any changes, additions, or corrections to the preliminary program, plans, specifications, and budget.

D. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase II - DESIGN DEVELOPMENT – 60% Plans, Specifications and Estimate

Upon County acceptance of previous phase, A/E shall proceed with the following:

A. Consult freely with County concerning the principal phases of the work and immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design Phase.

B. Develop plans and specifications, which indicate materials, construction methods and buildings systems. These building systems may include (but are not limited to) structural, mechanical, plumbing, and electrical.

C. Provide preliminary materials selection board to County for review with internal departments.

D. Prepare a Design Development level cost estimate in a form acceptable to County.

E. Submit Plans, Specifications, and all other required documentation for Site Development Permit application for the project with the local jurisdiction having review authority. Notify County's PM of any required submittal fees to be paid by County.

F. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase III - CONSTRUCTION DOCUMENTS – 100% Plans, Specifications, and Estimate

Upon County acceptance of previous phase, A/E shall proceed with the following:

A. Prepare complete plans, specifications and engineering calculations (without professional seals) setting forth in detail the work required for the architectural, structural, civil, mechanical, plumbing, electrical, landscaping and irrigation, and site work.

B. Consult freely with County concerning the principal phases of the work immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design and Design Development Phases.

C. Prepare a detailed cost estimate of the project on a form acceptable to County.

D. Prepare a construction schedule with a Gantt chart or other County approved format which lists the anticipated major activities required to complete the project.

E. Complete the PS&E for the entire Project and its component parts. The Project detailed cost estimate shall not exceed the project construction budget as approved in writing by County.

F. Update preliminary materials selection board or provide new for County project records.

G. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase IV – REGULATORY REVIEW AND PERMITS - Plans, Specifications, and Permits:

Upon County acceptance of previous phase, A/E shall proceed with the following:

A. When applicable, register the project with the Texas Department of Licensing and Regulation (TDLR) and obtain an EABPRJ number for inclusion on the project coversheet prior to Permit application submittal to the local jurisdiction having review authority. Register as the Owner's Designated Agent for further correspondence with TDLR and Registered Accessibility Specialist (RAS).

B. Participate in any Pre-submittal Meetings required by local jurisdiction prior to Permit application submittal.

C. Submit Plans, Specifications, and all other required documentation for construction Permit application for the project with the local jurisdiction having review authority. Notify County's PM of any required submittal fees to be paid by County.

D. Submit Construction Documents and Specifications to the Registered Accessibility Specialist (RAS) approved by County for Architectural Barriers plan review.

E. Receive and respond to permitting comments by the local jurisdiction having review authority.

F. Revise plans and specifications as necessary to conform to permitting, accessibility, and budget requirements without additional charge to County.

G. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase V – CONSTRUCTION CONTRACT BIDDING, AWARD, AND EXECUTION

Upon County acceptance of previous phase, A/E shall proceed with the following:

A. Participate in a Pre-bid Meeting, answer RFI's from Contractors and suppliers, and prepare addenda items as required.

B. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase VI - CONSTRUCTION ADMINISTRATION - Project Observation

Upon County acceptance of previous phase, A/E shall perform the following services:

A. Provide general administration and be County's representative during the construction of the project. Advise, consult, and issue County's instructions to Contractor in writing with copies furnished to all parties. Prepare change orders and supplementary drawings.

B. Provide conformed construction drawing and specification sets for each issuance of Architect's Supplemental Instructions.

C. Conduct and oversee pre-construction meeting.

D. Process/ respond to Requests for Information, Change Proposals, Change Orders, Change Directives.

E. Review/ approve shop drawings, submittals, samples and mock-ups. Submit copies of each shop drawing and submittal of materials and equipment to County.

F. Conduct and oversee bi-weekly progress meetings.

G. Conduct site visits with personnel technically qualified by education and experience to competently observe relevant aspects of construction. Make necessary observations to determine if workmanship and quality of materials generally conform to the plans and specifications, and that provisions of the contract are complied with.

H. Reject work performed by Contractor which does not meet the requirements of the Construction Documents; and, order removal and replacement of such work.

I. Review progress estimates of work performed and invoiced by Contractor. Within

three (3) business days of receipt, submit written reviews to County.

J. Coordinate Texas Accessibility Standards (TAS) Inspection to be concurrent with Substantial Completion Inspection.

K. Accompany County on Substantial Completion Inspection with appropriate staff and affiliates. Prepare a punch list of items needing correction. After Contractor has performed the required corrections, notify County in writing that the contract has been performed in general conformance with the plans and specifications and is ready for Final Inspection.

L. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase VII – PROJECT CLOSE-OUT – Final Inspection and Document Review:

Upon County acceptance of previous phase, A/E shall perform the following services:

A. Accompany County on Final Inspection to determine if construction has been completed in general accordance with the Contract Documents.

B. Review warranties, guarantees, bonds, equipment operating instructions, and similar deliverables to verify receipt, and general conformance to requirements of the Contract.

C. After determining that the general requirements of the Plans and Specifications have been met, certify and approve Contractor's Final Application for Payment.

D. Upon completion of construction and prior to the request for final payment, make changes in the original REVIT or model CAD files of the Project to show changes made and noted by Contractor of the work and final location of the mechanical service lines and outlets including outside utilities. Develop project Record Construction Drawings and Specifications.

E. Provide deliverables in accordance with County's Design Submittal Guidelines.


Public Parking
Aerial Location Map

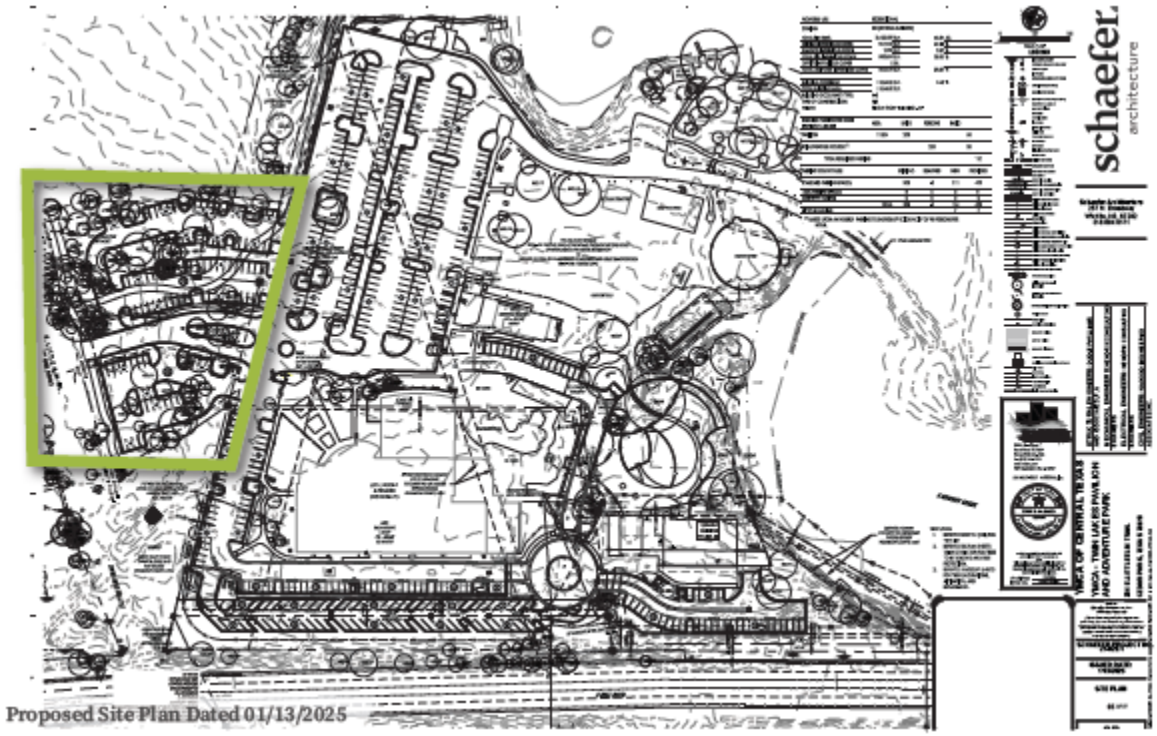

schaefer
architecture
Proposed Site Plan Dated 01/13/2025

EXHIBIT B

FEE SCHEDULE

This schedule indicates fees by Phase of the Basic Fee:			$ 116,730	100%
54%	**Hagood Engineering Associates**		$ 63,500	
19%	**Studio 16:19**		$ 21,980	
6%	**Aptus**		$ 6,700	
2%	**Gessner Engineering**		$ 2,500	
10%	**CDS Professional Land Surveying**		$ 11,250	
4%	**Alliance Engineering Group**		$ 4,650	
5%	**SCI Engineering, Inc**		$ 6,150	
Phase I - SCHEMATIC DESIGN			$ 32,370	28%
	Hagood Engineering Associates		$ 6,000	
	Studio 16:19		$ 4,320	
	CDS Professional Land Surveying		$ 11,250	
	Alliance Engineering Group		$ 4,650	
	SCI Engineering, Inc		$ 6,150	
Phase II - DESIGN DEVELOPMENT			$ 10,000	9%
	Hagood Engineering Associates		$ 10,000	
Phase III - CONSTRUCTION DOCUMENTS			$ 28,520	24%
	Hagood Engineering Associates		$ 14,000	
	Studio 16:19		$ 7,160	
	Aptus		$ 5,360	
	Gessner Engineering		$ 2,000	
Phase IV - REGULATORY REVIEW AND PERMITS			$ 18,360	16%
	Hagood Engineering Associates		$ 15,000	
	Studio 16:19		$ 3,360	
Phase V - BIDDING, AWARD, AND EXECUTION			$ 8,900	8%
	Hagood Engineering Associates		$ 7,500	
	Studio 16:19		$ 1,400	

Phase VI - CONSTRUCTION ADMINISTRATION	**$**	**13,220**	11%
Hagood Engineering Associates	$	7,500	
Studio 16:19	$	3,880	
Aptus	$	1,340	
Gessner Engineering	$	500	
Phase VII - PROJECT CLOSE-OUT	**$**	**5,360**	5%
Hagood Engineering Associates	$	3,500	
Studio 16:19	$	1,860	

EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within **Seven Hundred Seventy-Six (776) calendar days** from the date of this Agreement.

The above time limits may, for good cause, be extended, in writing, by County as the Project proceeds.

The schedule below indicates various project milestones and estimated target dates. Standard end-of-phase review periods for County shall be (21) calendar days.

Agreement Execution Date	**03/11/25**
Phase I - SCHEMATIC DESIGN	
Preliminary Scope and Budget analysis deliverables	04/10/25
30% Plans, Specifications and Estimate deliverables	05/12/25
County written authorization to proceed to next phase	06/02/25
Phase II - DESIGN DEVELOPMENT	
60% Plans, Specifications and Estimate deliverables	07/02/25
County written authorization to proceed to next phase	07/23/25
Phase III - CONSTRUCTION DOCUMENTS	
Site Development Plans application submittal to City	10/20/25
Complete Plans, Specifications and Estimate deliverables	09/22/25
County written authorization to proceed to next phase	10/13/25
Phase IV - REGULATORY REVIEW AND PERMITS	
Sealed Plans and Specifications and Estimate deliverables to County	11/12/25
Plans submittal to TDLR and Permit application submittal to City	11/19/25
Construction Permits received from City	12/19/25
Phase V - BIDDING, AWARD, AND EXECUTION	
Permitted Plans and Specifications and Estimate deliverables to County	12/26/25

County advertises project for Bid	01/16/26
Contract Award	02/16/26

Phase VI - CONSTRUCTION ADMINISTRATION

Contractor Notice to Proceed	02/23/26
Construction Substantial Completion	02/23/27

Phase VII - PROJECT CLOSE-OUT

Record Documents deliverables	03/25/27

All services shall be complete on, or before: **04/26/27**

EXHIBIT D

Williamson County
Vendor Reimbursement Policy

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

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

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 The County will only cover costs associated with travel for vendors outside a 45-mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for the County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $59.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $25.00 per day. The travel must be outside the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by a 45-mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only to vendors who do not have necessary personnel located within a 45-mile radius of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626, who are capable of carrying the vendor's obligations to the County. Meals will not be reimbursed to vendors who are located within a 45-mile radius of the Williamson County Courthouse.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)
7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by at least a 45-mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

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

9. Repayment of Non-reimbursable Expense.

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

10. Non-Reimbursable Expenses

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

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants

10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental
10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Technology Fees
10.27 Sales tax on goods purchased
10.28 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT E
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

1. I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that A/E and its principals:

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

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

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

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

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

Hagood Engineering Associates, Inc

_____
Signature of Certifying Official

_____
Printed Name of Certifying Official

_____
Title of Certifying Official

_____
Date

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

* federal, state, or local

SUBSCRIBED and sworn to before me, the undersigned authority, by _____ (Signatory Name)
the _____ (Signatory Title) of _____ (Entity Name), on behalf of said firm.

_____
Notary Public in and for the
State of Texas

My commission expires: _____

EXHIBIT F

CERTIFICATES OF INSURANCE

A/E and Subconsultant Certificates of Insurance attached:

CONSULTANT
DESIGN DELIVERABLE
GUIDELINES



Facilities Management Division
3101 SE Inner Loop
Georgetown, TX 78626

Design services shall be conducted in Phases as outlined herein. Depending on project scope, not all items apply. Depending on project complexity and scope, Phases may be consolidated to expedite design delivery. Rejection procedures are outlined at the end of this document.

SCHEMATIC DESIGN PHASE

The interim deliverable early in this phase shall be used to document and validate project requirements and allocated construction budget.

This deliverable shall consist of the following PDF documents:

1) Opinion of probable cost to validate or modify preliminary construction budget provided by County.
2) Detailed design narrative to validate or modify Preliminary Scope of Work provided by County.
3) Initial design delivery schedule.

The deliverable at the end of this phase represents approximately 30% of the design effort and shall be of sufficient detail to show how the users' functional and technical requirements will be met.

This deliverable shall consist of the following PDF documents:

1) Budget Analysis
    a. If self-performed, provide an updated opinion of probable cost.
    b. If utilizing a professional cost estimator, participating in a CMAR or Design-Build project, coordinate with Cost Estimator or General Contractor to provide a preliminary cost estimate based upon schematic design information.
2) Design narrative
    a. include modifications to Preliminary Scope of Work provided by County.
    b. include preliminary engineering calculations for ALL disciplines required for project scope.
3) Schematic Specifications
    a. include completed Cover Sheet with draft Table of Contents for ALL disciplines required for project scope.
4) Schematic drawing set for ALL disciplines required for project scope
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
    c. include completed Cover Sheet with draft Index of Drawings for ALL disciplines required for project scope and applicable code compliance list.
    d. See specific minimum requirements for each discipline (if required for project scope):

Civil:	Provide concept Site Plan with grading and roadway layout
	Determine water supply and wastewater service
	If septic system is required, determine system type and size
Structural:	Determine concept structural system(s)
Architecture:	Plans, Elevations, overall Sections marked for Detail Sections
	Block-out window, door, finish and wall type schedules
Electrical:	Determine lighting type(s)
	Determine electrical distribution type(s)
	Review drawings for adequate space for electrical system(s)
	Initiate contacts with electric and telephone service providers
Mechanical:	Determine HVAC type(s)
	Review drawings for adequate space for HVAC system(s)
Plumbing:	Verify adequate sanitary sewer fall from building elevation
IT / Security:	TBD

5) Updated design delivery schedule.

DESIGN DEVELOPMENT PHASE

The deliverable at the end of this phase represents approximately 60% of the design effort and is intended to verify that the drawings, design analysis, specifications, and cost estimate are proceeding in a timely manner and that the design criteria and previous review comments have been correctly interpreted.

This deliverable shall consist of the following PDF documents:

1) Budget Analysis
    a. If self-performed, Architect shall provide an updated opinion of probable cost
    b. If utilizing a professional cost estimator or participating in a CMAR project, coordinate with Cost Estimator or General Contractor to provide a detailed cost estimate based upon design development information.
2) Design Analysis developed to approximately 60% completion
3) Red-lined marked-up specification sections for ALL disciplines required for project scope.
4) Approximately 60% complete drawings including those addressing construction phasing
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
    c. See specific requirements for each discipline (if required for project scope):

Civil:	Provide refined Site Plan with grading, roadway and parking
	Establish license / service agreements for water and wastewater
	If septic system is required, submit permit application to Wilco OSSF
Structural:	Provide preliminary design of structural systems
	Assist in obtaining Geotech borings
Architectural:	Noted Plans, Elevations, and Sections
	Floor, wall, roof Sections marked for Details
	Draft window, door, finish and wall type Schedules
Electrical:	Light fixtures located on drawings
	Receptacles located on drawings
	Panels located on drawings
	Circuits laid-out in single-line form
	Fixture schedule 60% complete
	Panels schedule 60% complete
	Riser diagram(s) 60% complete
Mechanical:	Equipment schedule complete
	Equipment located
	Ductwork laid-out
	Diffuser schedule complete
Plumbing:	Plumbing fixtures located on drawings
	Plumbing lines laid-out
	Fixture schedule(s) 60% complete
	Riser diagram(s) 60% complete
IT / Security:	TBD

5) Preliminary Material Finishes and Selections board
6) Updated design delivery schedule.
7) Sealed Site Permit drawings.

CONSTRUCTION DOCUMENTATION PHASE

*The deliverable at the end of this phase represents completion of proposed Construction Documents (**NO SEALS**) subject to incorporation of any review comments resulting from review of deliverable*.

This deliverable shall consist of the following PDF documents:

1) Budget Analysis
    a. If self-performed, Architect shall provide an updated opinion of probable cost
    b. If utilizing a professional cost estimator or participating in a CMAR project, coordinate with Cost Estimator or General Contractor to provide a final detailed cost estimate based upon construction documents.
2) Design Analysis with all items complete. It shall include all backup material previously submitted and revised (as necessary), all design calculations, all explanatory material giving the design rationale for any design decisions which would not be obvious to an engineer reviewing the final drawings and specifications.
3) Final edited specifications (**NO SEALS**).
4) Complete Drawings including those addressing project construction phasing. (**NO SEALS**)
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
    c. TDLR registration number included on Cover Sheet.
    d. See specific requirements for each discipline (if required for project scope):

Civil:	Details complete
	Approved licensing agreements and permits
Structural:	Details complete
Architecture:	Door / Window schedules complete
	Interior finish schedule(s) complete
	Details complete
Electrical:	Fixture schedule complete
	Panels schedule complete
	Riser diagram(s) complete
	Details complete
Mechanical:	Equipment schedule complete
	Diffuser schedule complete
	Details complete
Plumbing:	Fixture schedule complete
	Riser diagram(s) complete
	Irrigation connections complete (if required)
	Details complete
IT / Security	TBD

5) Final Material Finishes and Selections board
6) Proposed construction schedule.

REGULATORY REVIEW & PERMITTING PHASE

The deliverable at the end of this phase includes BIM/AutoCAD files and permitted Construction Documents.

At the beginning of this phase provide the following PDF documents for record:

1) Sealed Construction Drawings.
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
2) Sealed Specifications.
3) Complete Drawings submitted to Registered Accessibility Specialist (RAS) for review.

This deliverable shall consist of updated **REVIT model / AutoCAD DWGs** and the following PDF documents:

1) Permitted Site Development Drawings.
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
2) Permitted Construction Drawings.
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
3) Permitted Specifications.

CONSTRUCTION CONTRACT BIDDING, AWARD, & EXECUTION PHASE

The deliverable at the end of this phase includes BIM/AutoCAD files and revised Construction Documents.

This deliverable shall consist of updated **REVIT model / AutoCAD DWGs** and the following PDF documents:

1) Construction Drawings Addenda.
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
2) Specifications Addenda.
3) Bid Tabulation

CONSTRUCTION ADMINISTRATION PHASE

Various deliverables are required throughout this phase

As required, provide the following PDF documents:

1) Copies of Change Orders and Supplementary Drawings
2) Copies of reviewed shop drawings and submittals
3) Conformed drawing set for each issuance of Architect's Supplemental Instructions.
4) Reviews of Contractor's Pay Applications
5) Punch list of items needing correction before Substantial Completion Inspection
6) Written notice that contract has been performed in general conformance with plans and specifications and is ready for Final Inspection.

PROJECT CLOSE-OUT PHASE

The deliverable at the end of this phase includes record BIM/AutoCAD files and record Construction Documents.

This deliverable shall consist of updated **REVIT model / AutoCAD DWGs** and the following PDF documents:

1) "Clean" PDF of Building Plan(s) w/ Room #s coordinated with Fire Marshal review.
2) Record Construction Drawings.
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
3) Record Specifications.
4) Reviewed and compiled warranties, guarantees, and operation manuals

DELIVERABLE REVIEW STAMP

For standardization purposes during design Phases:

1) DO NOT track design review deliverables in the Revisions table of the Title Block.

2) Affix Interim Stamp with appropriate information in the location the Architect / Engineer seal will appear on each drawing sheet and Specifications title page.

3) See adjacent example for "Interim Stamp"



REJECTION OF DELIVERABLE

If the requirements of any deliverable phase are not met, the County will implement the following procedures:

1) The County will provide e-mail notice to Consultant that deliverable is rejected as soon as practical. Notice may include summary of deficiencies, red-line mark-ups, etc.

2) Consultant shall have seven (7) business days to resubmit with all required elements of the given review phase.

3) Within two (2) days of receipt of resubmission, the County will provide notice to Consultant that deliverable is accepted. At which point, the regular the County review process shall restart for the given review phase.

4) Rejected Consultant deliverables shall not impact overall deadline of the Project nor the review period allotted to the County officials.

5) Consultant shall provide an updated schedule showing interim submission date changes to make-up for any lost time.

6) Consultant shall not submit an invoice until the County accepts a Phase deliverable as functionally complete.

March 3, 2025

Joy Simonton, Purchasing Agent
Wilco Purchasing Department
100 Wilco Way
Georgetown, TX 78626

Re: 25RFSQ10
Twin Lakes Park Parking Lot (Expansion at Little Elm)
Recommendation of Agreement Award

After independently and collectively reviewing qualification submissions, the evaluation committee found **Hagood Engineering Associates, Inc.** to be the best-suited candidate to provide design services for parking lot improvements at Twin Lakes Park.

Based on the Committee's evaluation, the Wilco Facilities Department recommends that the Williamson County Commissioners Court award the Professional Services Agreement to **Hagood Engineering Associates, Inc.**

Sincerely,

Dale Butler
Sr. Director, Facilities Management

Cc: Russell Fishbeck, Parks Director

WILLIAMSON COUNTY
(512) 943-1599 Cell (512) 658-3925
Dale.Butler@wilco.org www.wilcotx.gov
3101 SE Inner Loop
Georgetown, TX 78626

In collaboration with:

Professional Consultant Services for the:

WILLIAMSON COUNTY

25RFSQ10 RFSQ Twin Lakes Park Parking Lot Project

Statement of Qualifications
December 18, 2024













Prepared For:

WILCO TEXAS

Prepared By:

Mr. Terry Hagood
900 E. Main Street
Round Rock, TX 78664
512.244.1546
terryh@heaeng.com
www.heaeng.com

Mr. Brent A. Baker
305 W. Liberty, Suite 100
Round Rock, TX 78664
512.534.8680
brent@studio1619.com
www.studio1619.com

Ms. Joy Simonton
Williamson County Purchasing
100 Wilco Way, Suite p101
Georgetown, TX 78626

Re: Twin Lakes Park Parking Lot Project - 25RFSQ10
204 Little Elm, Cedar Park, Texas

To Whom It May Concern:

Hagood Engineering Associates, Inc (HEA), in collaboration with **studio16:19**, is pleased to provide this Statement of Qualifications and Interest in providing a full-service team for the Twin Lakes Park Parking Lot Project. HEA (prime consultant) is licensed by the State of Texas to provide Civil Engineering services and is registered with the Texas Board of Professional Engineers under registration number F-12709. **studio16:19** (lead planner) is licensed by the State of Texas to provide Landscape Architecture services and is registered with the Texas Board of Architectural Examiners under registration number BR989.

Located in the heart of Central Texas for 39 years, HEA has over 350 completed projects in site development, water, wastewater, stormwater drainage, parking, sidewalks, and site analysis throughout Central Texas. In addition, HEA will provide lead project management as a single point of contact to the Owner to coordinate multiple engineering/professional services disciplines from concept to construction to project close-out. Critical to a project is familiarity with regulatory requirements and processes to permit projects for construction. HEA prioritizes delivering projects in a manner that ensures schedules, deadlines, milestones, and budgets are met and reported to stakeholders. Their experience with project management on projects of similar complexity, knowledge of Central Texas regulatory and governing bodies, and ability to work seamlessly with teams of experts in their fields will permit us to successfully complete this project.

Hagood Engineering Associates, Inc.
President & Principal Senior Engineer: Terry R. Hagood, P.E., TBPE License #52960
Years in Business: 39
Years in Business as Hagood Engineering Associates, Inc.: 13
Previous Business Name: Fisher-Hagood Inc.
Staff: Senior Engineer, 2 Civil EIT Graduate Engineers, CAD Technician, Project Assistant, C.E. Project Construction Representative/CAD Technician, Principal Public Liaison

studio16:19, LLC
Principal Partner & Project Principal: Brent A. Baker, PLA, ASLA, CLARB, TBAE License #2098
Years in Business: 26
Years in Business as studio16:19, LLC: 13
Staff: Principal and Senior Project Manager, Senior Associate/Planner, two (2) Associate Designers, Operations Coordinator, Director/Public Liaison support

Sincerely,

Terry R. Hagood, PE
President
900 E. Main Street
Round Rock, Texas 78664
512.244.1546 / terryh@heaeng.com

QUALIFICATIONS AND EXPERIENCE

Hagood Engineering Associates (HEA) is a fully qualified civil engineering firm to provide the lead design services for the Little Elm Parking Lot Project for Williamson County. HEA has broad experience with site development of commercial, public parking lots and functioning as the lead of a team of professional consultants to provide a turn key project delivery from initial concept, through design and construction, to the final turn over to Williamson County. HEA's primary focus of professional civil engineering services are site development projects. Once documents are completed, permits must be obtained from proper government agencies for construction to begin.

HEA experience includes working in multiple Project Delivery Methods (PDMs) such as:

- Construction Manager at Risk or Construction Manager Agent including pre-construction services with budgetary control and constructability reviews;
- Stipulated Sum PDM allowing a limited opportunity for contractor engagement during bidding for the design professionals to incorporate questions and feedback from the bidding contractors;
- Design/Build with multiple contract document packages to speed up project delivery.

Unique to the Little Elm Project, is our vast experience on the Williamson County property which began in 2012. The property is a public/private partnership between Williamson County and the YMCA of Central Texas. Our teams' work on the site encompasses the entire 56-acre Williamson County Park and 5.5-acre YMCA of Central Texas Twin Lakes Branch Site. The current Twin Lakes Pavilion Project includes a Water Pollution Abatement Plan which includes water quality capacity for the Little Elm Parking Lot Project, and a Flood Study and Permit which establishes developed floodplains and easement for the Twin Lakes. Within the last ten years we have designed and permitted (with construction observation), five (5) projects within the Park. In addition to these projects are eight (8) other site development projects including parking lots provided to the YMCA. Each project required the coordination with the Owner/Stakeholders, multiple design teams partners, regulatory agencies, and contractors.

Other public projects involving parking and supporting facilities include K-12 public schools, municipal and Emergency Services District fire stations, and parks and trails.

The following are select Projects within the last ten years which demonstrate our teams' qualifications and experience commensurate with the Williamson County Little Elm Parking Lot Project:

TWIN LAKES FAMILY YMCA PAVILION







Project Goal: Redevelopment of the YMCA Twin Lakes Branch site for a new multi-purpose building and RCI Adventure Course, with parking, and utilities (water, wastewater, stormwater management, power)

Stakeholders: Williamson County and YMCA of Central Texas

Management Tools: Stakeholder programming meetings, biweekly design and construction meetings, project milestone scheduling, intermittent progress documents for cross-discipline reviews, early regulatory agency engagement, CMAR pre-construction services

Process: Engage stakeholders to establish program with follow-up of concept and final design reviews. Engage appropriate regulatory permitting agencies to establish design criteria, capacity studies, permit review process, and timeline. Design phase included biweekly meetings involving Owner rep, design team, and CMAR and discipline cross-coordination by issuing progress contract documents. Incorporated CMAR cost and constructability input.

CAMP TWIN LAKES PENINSULA BRIDGE



Project Goal: Installation of 250-foot dual-span pedestrian bridge, sidewalks, and pavilion to connect Twin Lakes Park to internal peninsula for expanded park functions

Stakeholders: Williamson County and YMCA of Central Texas

Management Tools: Stakeholder programming meetings, design and construction meetings, project milestone scheduling, intermittent progress documents for cross discipline reviews, early regulatory agency engagement

Process: Engage stakeholders to establish program with follow-up of concept and final design reviews. Engage appropriate regulatory permitting agencies to establish design criteria, capacity studies, permit review process and timeline. Design phase included biweekly meetings involving Owner rep, design team and discipline cross-coordination by issuing progress contract documents.

CAMP TWIN LAKES DINING HALL, CABINS, AMPHITHEATER, AND WELCOME CENTER





Project Goal: Redevelopment of existing open-air pavilion to an enclosed dining hall, addition of six duplex cabins, welcome center, and outdoor amphitheater

Stakeholders: Williamson County and YMCA of Central Texas

Management Tools: Stakeholder programming meetings, biweekly design and construction meetings, project milestone scheduling, intermittent progress documents for cross discipline reviews, early regulatory agency engagement, CMAR pre-construction services

Process: Engage stakeholders to establish program with follow-up of concept and final design reviews. Engage appropriate regulatory permitting agencies to establish design criteria, capacity studies, permit review process and timeline. Design phase included biweekly meetings involving Owner rep, design team, and CMAR and discipline cross-coordination by issuing progress contract documents. Incorporated CMAR cost and constructability input.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT #3 – FIRE STATIONS NO. 2-4





Project Goal: Develop a fire station including two drive-through apparatus bays, staff living/sleeping quarters and associated apparatus circulation drives, visitor and staff vehicle parking and utilities (water, wastewater, power, rainwater collection and stormwater management

Stakeholders: Williamson County ESD #3

Management Tools: Stakeholder programming meetings, design and construction meetings, project milestone scheduling, intermittent progress documents for cross discipline reviews, early regulatory agency engagement

Process: Engage stakeholders to establish program with follow-up of concept and final design reviews. Engage appropriate regulatory permitting agencies to establish design criteria, capacity studies, permit review process and timeline. Design phase included biweekly meetings involving Owner rep, design team and discipline cross-coordination by issuing progress contract documents.

WILLIAMSON COUNTY SOUTHWEST REGIONAL PARK DISC GOLF RESTROOM



Project Goal: Develop and site a pre-fabricated restroom to serve the park's disc golf course and trailhead.

Stakeholders: Williamson County

Management Tools: Stakeholder programming meetings, design and construction meetings, project milestone scheduling, intermittent progress documents for cross discipline reviews, early regulatory agency engagement

Process: Engage stakeholders to establish program with follow-up of concept and final design reviews. Engage appropriate regulatory permitting agencies to establish design criteria, capacity studies, permit review process and timeline. Design phase included biweekly meetings involving Owner rep, design team, and discipline cross-coordination by issuing progress contract documents.

BELL PARK MASTER PLAN



Project Goal: Public-private partnership with City of Cedar Park and RedLeaf Properties. Concept integrated multiple uses and tied together the District's retail and mixed-use areas, the Backyard event lawn, and the City's new public library. The Park includes a flexible trailhead event space, parking, two restroom buildings, shared-use concrete trail system, custom playground space, public art, and creekside access.

Stakeholders: City of Cedar Park

Management Tools: Programming, design, and construction meetings, project milestone scheduling, intermittent progress documents for cross discipline reviews, early regulatory agency engagement

Process: Engage stakeholders and public to establish program with follow-up of concept and final design reviews. Design phase included biweekly meetings.


SCI ENGINEERING, INC. (ENVIRONMENTAL)
LAURA VIROSTKO / BEN BUTTERFIELD, CHMM
HYDROLOGY & HYDRAULICS
TOM ASUQUO, EIT
ALLIANCE GEOTECHNICAL GROUP
JAMES MCDANIEL, PE
GESSNER ENGINEERING (STRUCTURAL)
EVAN ROE, PE
QUALITY ASSURANCE / QUALITY CONTROL
LAKSHAY SHARMA, EIT
DIRECTOR OF DESIGN / SENIOR PLANNER
BART MARTINEZ, JR., APA
PRINCIPAL-IN-CHARGE / PUBLIC LIASON
DEBBIE BAUERKEMPER
CONSTRUCTION MANAGER
RON BAUERKEMPER
PRINCIPAL / PROJECT MANAGER / SENIOR PROJECT ENGINEER
TERRY HAGOOD, PE
WILCO
TEXAS
APTUS ENGINEERING (MEP)
CASEY SVEIVEN, PE
DIRECTOR OF MARKETING
COURTNEY KUEHNER, ASLA
PRINCIPAL PARTNER / PROJECT PRINCIPAL
BRENT A. BAKER, PLA, ASLA, CLARB
PRINCIPAL / SENIOR PROJECT MANAGER
JONATHAN WAGNER, RLA, LI, ASLA
SCHAEFER ARCHITECTURE
MALCOLM WATKINS, AIA, NCARB, LEED AP
ASSOCIATE / TASK LEAD
MICHAEL FINLEY
ASSOCIATE / DESIGNER
CAMARYN COOGLER
CDS PROFESSIONAL LAND SURVEYING
COLE STREVEY, RPLS



TERRY HAGOOD, PE

EDUCATION

Bachelor of Science Architectural Engineering, University of Texas Austin, 1977

REGISTRATIONS

Registered Professional Engineer: Texas - #52960

EXPERIENCE

Mr. Hagood is President of Hagood Engineering Associates, Inc and the senior engineering manager. He has more than thirty-nine years of experience across more than 2,000 projects in civil design, project management, regulatory permitting, and construction observation. As a project engineer, his experience includes public, commercial, industrial, educational, religious, projects. In addition to the significant design and regulatory permitting experience, Mr. Hagood has consistently worked with and managed up to twenty staff members throughout his professional career. This is in addition to maintaining project management, design, and production responsibilities, including coordination with agencies, project architects and engineering disciplines. One of his significant strengths is the management of multiple projects, personnel, budgets, and design pressures.

SELECTED PROJECT

Twin Lakes Park Pavilion and RCI Adventure Course, Cedar Park, Texas – This project for the YMCA of Central Texas is located on the fifty-six acre Williamson County Twin Lakes Park. The Project is the development of a multi-purpose enclosed pavilion and RCI Adventure Course. The Project redevelops existing drives, sidewalks, and site amenities and adds additional parking, utilities landscaping and lighting. Analysis of the existing Twin Lakes as a flood control and water quality management facility was conducted to establish a floodplain boundary and to meet TCEQ water quality requirements. This analysis involved the entire fifty-six acres with provision for additional parking lots and anticipated impervious cover. The project was designed in conjunction with the existing YMCA Twin Lakes Branch site and added adjacent land acquired from TXDOT.

ADDITIONAL RELEVANT EXPERIENCE

Twin Lakes Park Williamson County Pedestrian Bridge, Cedar Park, Texas

Twin Lakes Park Dining Hall, Cabins, Welcome Center, and Amphitheater, Cedar Park, Texas

Lago Vista ISD Elementary School, Lago Vista, Texas

Lago Vista ISD Middle School, Lago Vista, Texas

Lago Vista ISD High School, Lago Vista, Texas

Lake Creek Trail, Round Rock, Texas

Williamson County ESD No. 3 – Fire Station No. 2, Hutto, Texas

Williamson County ESD No. 3 – Fire Station No. 3, Hutto, Texas

Williamson County ESD No. 3 – Fire Station No. 4, Hutto, Texas

Texas Empowerment Academy, Austin, Texas

PUBLIC PROJECT EXPERIENCE WITH

City of Round Rock

Williamson County

City of Austin

Williamson County ESD No. 3

Travis County ESD No. 1

Travis County ESD No. 2



DEBBIE BAUERKEMPER (PUBLIC LIASON)

CIVIC / PHILANTHROPY INVOLVEMENT

Multiple Williamson County Chamber of Commerces

YMCA Camp Twin Lakes, Board of Directors

Hutto Education Foundation

Round Rock Serving Center

Hutto Has Heart

Hutto Chamber of Commerce, Past Board of Directors

EXPERIENCE

Debbie Bauerkemper brings over 39 years of management experience to Hagood Engineering Associates, Inc (HEA). She combines her knowledge in years of management experience with her strong traditional values. She understands the value in working closely with every person of a project team to keep the project on schedule and within budget. She emphasizes HEAs' success is built upon the skill, rapport, technical competence, and performance which is put into each project not just its past projects experiences. She strives for all members of the team to have a commitment to the firm but more importantly to our clients' interest. Our client's success becomes HEA Team's most important asset.

Her associations with both City personnel and those in the design profession are an asset in the liaison on both sides of finding the right person to help with getting projects accomplished. She has both lived and worked in the Williamson County area since 1985.

HAGOOD ENGINEERING CONSTRUCTION ADMINISTRATOR

RON BAUERKEMPER

EDUCATION

Associates in Building Construction Technology, Southeast Community College, 1983
Associates in Computer Aided Drafting, ITT Technical Institute, 1995
Certificate in Stormwater Regulation, Lorman Education Services, 2006

EXPERIENCE

Mr. Bauerkemper has over thirty years of experience in the construction business. Experiences include positions such as Carpenter Foreman, CAD Technician, Design Coordinator, and C.E. Construction Representative. Areas of experience include water and wastewater treatment plants, bridges and culverts, to multi-lane highways. Highway projects include the North Mopac extension, which included four bridges and hundreds of feet of culverts, and miles of multi-lane highway. As an HEA employee, Mr. Bauerkemper has worked on dozens of local projects in our community including both public and private site development. He always has the owner in mind as he ensures compliance and completeness in conformance with the engineering plan set.

RELEVANT EXPERIENCE

YMCA of Central Texas Projects, Round Rock and Cedar Park, Texas

Camp Twin Lakes Williamson County Pedestrian Bridge, Cedar Park, Texas

Williamson County ESD No. 3 Fire Stations No. 2-4, Hutto, Texas

Travis County ESD No. 6 Fire Stations 5-6, Pflugerville, Texas

Lago Vista ISD Elementary School, Lago Vista, Texas

Lago Vista ISD Middle School, Lago Vista, Texas

Lago Vista ISD High School, Lago Vista, Texas

Downtown Park, Round Rock, Texas



LAKSHAY, SHARMA, EIT

EDUCATION

Bachelor of Technology Civil Engineering, Panjab University, India, 2014
Master of Engineering Civil Engineering, University of Texas at Arlington, 2016

REGISTRATIONS

Engineer in Training NCEES ID: #21-442-45

EXPERIENCE

Lakshay Sharma is a Project Manager (Civil Engineering) at Hagood Engineering Associates, Inc. He brings eight years of experience in the design, management, permitting, and construction observation of a wide variety of project types. As a project manager he has significant experience including a wide range of project types like emergency services, commercial, municipal, and medical buildings. Lakshay has gained extensive experience with quality control of construction documents in over four years with Hagood Engineering Associates, Inc (HEA). His feasibility study experience has been enhanced by conducting due diligence and site development for Dollar General in identifying suitable land for retail development.

SELECTED PROJECT

Williamson County ESD No. 3 Fire Station No. 4, Hutto, Texas – This project for WCESD #3 was designed and constructed as a full service fire station that will provide emergency services to additional areas of the City, thereby resulting in faster response times. A Feasibility Study was conducted for the ESD's procurement of a suitable lot to develop the new fire station.

Travis County ESD No. 2 Fire Station No. 6, Pflugerville, Texas – This project for TCESD #2 is the construction of a new Fire Station in Pflugerville, Texas. The fire station will provide emergency services to this part of the City and help in achieving faster response times. The firm is currently assisting the ESD in site development of a median cut and left turn bay for returning apparatus to the newly constructed fire station.

ADDITIONAL RELEVANT EXPERIENCE

Williamson County ESD No. 3 Fire Stations 3, 4, and Headquarters, Hutto, Texas

Travis County ESD No. 14 Fire Station, Volente, Texas

Dollar General, Thrall, Texas

Dollar General, Westinghouse Road, Georgetown, Texas

Pearsall ISD Performing Arts Center, Pearsall, Texas

Round Rock Area Serving Center, Round Rock, Texas

Mercy Veterinary Hospital and Emergency Clinic, Leander, Texas



TOM ASUQUO, EIT

EDUCATION

Bachelor of Science Civil Engineering, University of Leicester, 2014
Master of Civil Engineering, University of Texas at Arlington, 2016

REGISTRATIONS

Engineer in Training NCEES ID: #20-370-68

EXPERIENCE

Mr. Asuquo has been with Hagood Engineering for six and a half years. He is driven to provide real and feasible solutions to problems. He is skilled in various engineering designs which include public, commercial, educational, multi-family and Roadway projects. He displays a high level of creativity, hard work, visualization and a great affinity with people. He has been able to bring a wide range of experience to our projects.

RELEVANT EXPERIENCE

Twin Lakes Park Flood Study, Cedar Park, Texas

Camp Twin Lakes Pedestrian Bridge, Cedar Park, Texas

CHASCO YMCA Additions, Round Rock, Texas

Round Rock Christian Academy, Round Rock, Texas

EXPERTISE IN CIVIL ENGINEERING / LAND DEVELOPMENT DESIGN

Design Storm Analysis for watersheds
Watershed Master Plans for flood control combining storm drain, channel, and detention analysis and design.
Floodplain Models using HEC-RAS and SWMM
Bridge Hydraulic Models using HEC-RAS
Regional Detention Facilities for flood control
On-site Detention Facilities for local runoff peak control
Channel Design for flood control and stream stability
Erosion Control Design for stream stability and site runoff
FEMA Studies (incl. LOMRs/CLOMRs)
Storm Drain, Culvert, and Channel Design
Roadway Design
Grading
Wastewater Collection and On-Site Wastewater Treatment Systems
Water Distribution Layout
Dry Utilities Coordination and Layout
Drainage and Flood Control Facilities including detention, storm drains, and channels
Water Quality Control including wet ponds, sedimentation/filtration ponds, and vegetative filter strips
Permitting and Review for site plan, subdivision, and building permits

EXPERTISE IN STRUCTURAL ANALYSIS AND DESIGNS

Advanced Earth Structure designs
Reinforced concrete and steel structure designs

PROJECT MANAGEMENT

MUNICIPAL AND FEDERAL DEVELOPMENT STANDARDS AND CODES



BRENT A. BAKER, PLA, ASLA, CLARB

EDUCATION

Bachelor of Landscape Architecture, Texas A&M University, 1998
Bachelor of Arts in Music, Northwestern State University, 1994

REGISTRATIONS

Registered Landscape Architect: Texas - #2098
CLARB Certification: #1503

EXPERIENCE

Mr. Baker is a hands-on principal and studio leader with more than twenty-five years of experience in high-profile private and public development projects involving land-use and site planning, parks and trails, amenity and recreation facilities, environmental graphics, project branding, way-finding signage, landscape development, transportation aesthetics, and physical design of site facilities including the public safety component. Mr. Baker leads the planning-focused projects within the studio. With his knowledge in urban design, planning, landscape architecture and context sensitive solutions, Mr. Baker has developed an in-depth understanding of and sensitivity to the environment and use of the land for public benefit. He has incorporated this knowledge in the design of a multitude of major public and private projects. He has the ability to relate to every project no matter the size or complexity. His strengths lie in project management and leading complex teams and are evident in his project experience. He has a unique combination of technical expertise and design flair, and is constantly striving for creative and cost-effective solutions for construction, operations, and maintenance on his projects. Brent serves on the Board of the Williamson County Conservation Foundation, and is the Board Chair for YMCA Camp Twin Lakes.

SELECTED PROJECTS

Lincoln Center Improvements, College Station, Texas – Mr. Baker currently serves as quality assurance and oversight for the project. What began as a restroom project bloomed into a full park overhaul to replace the existing splash pad, and add rentable outdoor space.

Northtown MUD Parks Master Plan, Pflugerville, Texas – Mr. Baker is currently serving as quality assurance and oversight for the development of a comprehensive master plan for the Northtown MUD park system. The master plan will include an assessment of existing facilities, needs and gap analysis for the park features and trail system, and identification of future projects and improvements to be completed. The master plan will also include schematic design concepts for these future improvements, and how each may be phased.

Bell Park Master Plan, Cedar Park, Texas – Currently serving as the project principal and quality control for the project, Mr. Baker now oversees the design team through construction to ensure the City's anticipated program can be accommodated throughout the fifteen-acre park parcel. As part of the overall Bell District development, Bell Park will feature nature play, a community garden, and displays of community art. The internal trail network will aid in connections to the larger regional trail system throughout the City.

Wilbarger Creek Park Master Plan, Pflugerville, Texas – Mr. Baker served as the project principal and quality control throughout the duration of design and construction of this City of Pflugerville park. The project consisted of the master plan and schematic designs for the overall 212-acre tract, as well as specific site design for Phase 1 – North Park – and Phase 2 – South Park. The North Park incorporates play equipment with interpretive play areas, a pre-fabricated restroom, walking trails, a veloway, and sports practice facilities. The South Park consists of additional walking trails, a parking lot expansion, a pre-fabricated restroom, and a large dog park. Future phases will include nature play opportunities, community gardens, performance sports fields, and additional miles of trail.

YMCA Camp Twin Lakes Master Plan, Cedar Park, Texas – Overseeing the design team, Mr. Baker served as project manager and quality assurance for a new amphitheater to serve the camp's summer camp schedules, as well as provide a community event space. Other additions of the master plan include a pedestrian bridge to allow campers access to part of the camp site, and general site emergency access improvements. Upcoming projects include an update to the overall Camp and Branch master plan, as well as – in partnership with Williamson County – a fresh event pavilion with connections to a new adventure course.

Tejas Camp and Retreat Master Plan, Giddings, Texas – Overseeing the planning and design team, Mr. Baker served as project manager and quality assurance for the 140-acre tract. As an existing camp, it was important to consider current use of space, while planning for the future. The master plan provides a new welcome center, recreation/worship center, additional cabins, and improves upon recreation areas.



JONATHAN WAGNER, RLA, LI, ASLA

EDUCATION

Bachelor of Landscape Architecture, Texas A&M University, 2008

REGISTRATIONS

Registered Landscape Architect: Texas - #2718
Registered Licensed Irrigator: Texas - #20080

EXPERIENCE

Mr. Wagner is a Registered Landscape Architect and Principal with **studio 16:19**. Jonathan brings a wide array of experience in public and private sector projects. Mr. Wagner leads the community-focused projects within the studio. He has been involved in a broad range of project types including community planning, streetscape design, neighborhood park design, roadway and trail alignments, and site planning and permitting designs. His experience includes all aspects of design, from concept development to cost estimating to construction detailing. Whenever possible, he incorporates sustainable design techniques using LEED principles, including rainwater harvesting systems and designs incorporating native plants. Jonathan serves on the Texas A&M Department of Landscape Architecture Professional Advisory Board, and is the current Vice Chair of Government Affairs for Texas ASLA. In prior years, he served as the Central Texas ASLA Chapter President, as well as the ASLA State Chapter President.

SELECTED PROJECTS

Lincoln Center Improvements, College Station, Texas – Mr. Wagner currently serves as the senior project manager for the project. What began as a restroom project bloomed into a full park overhaul to replace the existing splash pad, and add rentable outdoor space.

Bell Park Master Plan, Cedar Park, Texas – Currently serving as the project manager for the project, Mr. Wagner leads the design team now into construction for the fifteen-acre park parcel. As part of the overall Bell District development, Bell Park will feature nature play and tree houses, a community garden, and displays of community art to anchor the central hub of the retail development, and celebrate the community. The internal trail network will aid in connections to the larger regional trail system throughout the City.

Wilbarger Creek Park Master Plan, Pflugerville, Texas – Mr. Wagner served as the project manager throughout the master plan and schematic design for the overall 212-acre tract, as well as specific site design for Phase 1 – North Park – and Phase 2 – South Park. The North Park incorporates play equipment with interpretive play areas, a pre-fabricated restroom, walking trails, a veloway, and sports practice facilities. The South Park consists of additional walking trails, a parking lot expansion, a pre-fabricated restroom, and a large dog park. Future phases will include nature play opportunities, community gardens, performance sports fields, and additional miles of trail.

Brushy Creek Trail: Brushy Creek Lake Park to Champion Park, Cedar Park, Texas – Mr. Wagner served as the project manager throughout the design and coordination of this Williamson County-owned project. The project consisted of approximately two-miles of trail realignment and rehabilitation. The existing trail suffered washout and unsafe grading. For the design, concrete was proposed to replace the existing gravel, and slight alignment adjustments were made to improve trail access. This project ran concurrently with the reconstruction of Upper Brushy Creek WCID's Dam #7. Coordination between design teams, entities, and contractors was monumental in the success of this project.

Brushy Creek Trail: Veterans Park to Rabb Park, Round Rock, Texas – Mr. Wagner served as the project manager for design and coordination on this one-mile trail gap project. This section of Brushy Creek Trail closed the gap and provided critical regional access and connections between two of Round Rock's popular destinations: Downtown and Play-for-All Park. The area allocated along Brushy Creek was densely wooded and topographically challenging. It was critical throughout the design to preserve and protect many of the trees and promote strong viewsheds to the creek. The project required extensive permitting and coordination with TXDOT and Union Pacific, as well as TCEQ.

YMCA Camp Twin Lakes Master Plan, Cedar Park, Texas – Overseeing the design team, Mr. Wagner provided design support of a new amphitheater to serve the camp's summer camp schedules, as well as provide a community event space. Other additions of the master plan include a pedestrian bridge to allow campers access to part of the camp site, and general site emergency access improvements. Upcoming projects include an update to the overall Camp and Branch master plan, as well as – in partnership with Williamson County – a fresh event pavilion with connections to a new adventure course.

STUDIO 16:19 DIRECTOR OF MARKETING / PUBLIC ENGAGEMENT



COURTNEY KUEHNER, ASLA

EDUCATION
Bachelor of Landscape Architecture, Texas A&M University, 2017

EXPERIENCE
Ms. Kuehner is the Director of Marketing, and holds a Bachelor of Landscape Architecture and minors in Horticulture and Sustainable Architecture and Planning. She has worked for **studio 16:19** for the last seven years since graduation. Ms. Kuehner is passionate about sustainable landscape design, graphic and wayfinding design, and landscape photography. She introduces her passions into her work through careful attention to detail and thoughtful organization. Ms. Kuehner's fresh outlook on planning and design – in combination with her background in sustainable architecture and planning – adds a unique layer to projects in the studio. She has experience working and leading various community-oriented projects such as urban streetscape design and place-making, parks, trails, and public open space master plans and design, bicyclist and pedestrian amenities, multi-family housing, educational facilities, mixed-use design, and event and specialty facilities such as wedding venues, wineries, breweries, and distilleries. Ms. Kuehner manages the public engagement processes for applicable projects.

SELECTED PROJECTS
YMCA Camp Twin Lakes, Cedar Park, Texas – Ms. Kuehner served as a task lead for several of the projects described to have taken place at Camp Twin Lakes. From the amphitheater to the pavilion, she has aided in design and construction administration for these projects.

Williamson County Southwest Regional Park Disc Golf Restroom, Leander, Texas – Ms. Kuehner served as a task lead for the design and construction of a new pre-fabricated restroom for the County park. She aided in design and construction documents, as well as provided construction administration for the project.

STUDIO 16:19 DIRECTOR OF DESIGN / SENIOR PLANNER



BART MARTINEZ, JR., APA

EDUCATION
Bachelor of Architecture, Texas Tech University, 1994
BFA in Architectural Design, University of Texas at San Antonio, 1993

EXPERIENCE
Mr. Martinez is the studio's Director of Design, and is a designer and urban planner, with over thirty years of experience in architecture and planning. His past project experience combines master-planning, architecture, and illustrative rendering graphics to gather informed consent from the client and public interest being represented. His passion for design and site-planning has led him to use a wide range of skill-sets to create high quality, thoughtful, outside-the-box, environments from urban to natural settings. His background in architecture provides a unique platform for his work within the landscape design and planning realm as he is able to problem solve through space planning and constructability issues, as well as consider creature comforts within exterior designs.

SELECTED PROJECTS
YMCA Camp Twin Lakes, Cedar Park, Texas – Mr. Martinez served as the lead planner for each of the projects described to have taken place at Camp Twin Lakes. From the amphitheater to the pavilion and adventure course, he has aided in the planning and design for these projects.

Bell Park Master Plan, Cedar Park, Texas – Mr. Martinez served as the lead planner for the fifteen-acre park parcel. He worked to ensure that all design and project goals were being met through the up-front planning efforts, and aided in the detailing of certain construction aspects such as the restroom buildings and pavilion.

STUDIO 16:19 — ASSOCIATE / PROJECT MANAGER



MICHAEL FINLEY

EDUCATION

Bachelor of Landscape Architecture, Texas A&M University, 2020

EXPERIENCE

Mr. Finley is an Associate landscape designer with a Bachelor of Landscape Architecture from Texas A&M University. Mr. Finley focuses most of his time in the office on community-based projects, ranging from park design and city beautification enhancements to multi-family housing and retail developments. By living an outdoor-focused lifestyle and being involved within his community, Michael enjoys seeing firsthand how people interact in outdoor spaces and uses that experience in his project designs.

SELECTED PROJECTS

Bell Park Master Plan, Cedar Park, Texas – Currently serving as the task lead for the project, Mr. Finley leads the design team for the fifteen-acre park parcel. As part of the overall Bell District development, Bell Park will feature nature play and tree houses, a community garden, and displays of community art to anchor the central hub of the retail development, and celebrate the community.

YMCA Camp Twin Lakes, Cedar Park, Texas – Mr. Finley served as a designer and task lead for several of the projects described to have taken place at Camp Twin Lakes. From the amphitheater to the pavilion, he has aided in design and construction documents for these projects.

Williamson County Southwest Regional Park Disc Golf Restroom, Leander, Texas – Mr. Finley served as a designer for the design and construction of a new pre-fabricated restroom for the County park. He aided in design and construction documents, as well as assisted construction administration for the project.

STUDIO 16:19 — ASSOCIATE / DESIGNER



CAMARYN COOGLER

EDUCATION

Bachelor of Landscape Architecture, Texas A&M University, 2022

EXPERIENCE

Ms. Coogler is an Associate landscape designer with a Bachelor of Landscape Architecture from Texas A&M University. Ms. Coogler supports many of the community-based projects in the studio from municipal and private park design to public wayfinding and identification signage master plans and designs. She utilizes her creativity and detail-oriented nature to ensure all designs and plans are legible, organized, and aesthetically pleasing. She specializes in creating beautiful renderings and graphic representations, and has created a niche in signage design and planning.

SELECTED PROJECTS

YMCA Camp Twin Lakes, Cedar Park, Texas – Ms. Coogler served as a designer for several of the projects described to have taken place at Camp Twin Lakes. From the amphitheater to the pavilion, she has aided in design and construction documents for these projects.

Bell Park Master Plan, Cedar Park, Texas – Ms. Coogler served as a designer for the fifteen-acre park parcel. She worked to verify that all plans and designs met the intent of the City's code, as well as provided for adequate tree mitigation throughout the park.

Williamson County ESD No. 3 Fire Station No. 4, Hutto, Texas – Ms. Coogler served as a designer for the latest fire station project, and assisted with construction administration throughout the construction process.

ALLIANCE ENGINEERING — GEOTECHNICAL DEPARTMENT MANAGER

JAMES A. MCDANIEL, PE

EXPERIENCE

James A. McDaniel, P.E. provided geotechnical engineering services for these projects offering soils related design recommendations for structural foundations, and both concrete and asphalt pavement systems. Additionally, provided consultation and guidance throughout the construction process. Alliance has been selected by the Commissioners Court to provide Geotechnical Engineering Services for providing Materials Testing and Geotechnical Engineering Services in the planning, designing and construction of Road Bond, road and bridge, and facility projects.

SELECTED PROJECTS

YMCA Camp Twin Lakes Pavement Improvements, Cedar Park, Texas – Reconstruction of approximately 1,850 feet of roadway, widening, new 53-space parking lot and 61 parking spaces.

YMCA Camp Twin Lakes Check-in Center, Cedar Park, Texas – Soil related design recommendation for the addition to the new Check in Center and Craft Lodge.

Chasco Family YMCA Additions and Renovations, Round Rock, Texas – Soil related foundation and pavement design recommendations for the 2,500 square foot High Roof addition to the existing facility with additions and modifications to the existing parking and pavement system.

Twin Lakes YMCA Pedestrian Bridge, Cedar Park, Texas – Soil related foundation and pavement design recommendations for a bridge structure that will accommodate both pedestrian and light ATV traffic and for a parking lot at the southwest side of the Twin Lakes Upper Pool.

Williamson County ESD No. 3, Fire Stations No. 2-4, Hutto, Texas – Soil Related foundation and pavement design recommendations for a new 10,000 square foot three-bay Fire Station with 25,000-30,000 square feet of concrete pavement. Also provided construction phase QA/QC oversight.

Williamson County ESD No. 3, Administration and Accessory Buildings, Hutto, Texas – Soil Related foundation and pavement design recommendations for a new 9,500 square foot Administration Building, a 10,000 square foot Accessory Building, and 25,000-30,000 square feet of concrete pavement.

CDS LAND SURVEYING — PRESIDENT



COLE STREVEY, RPLS

EDUCATION

Bachelor of Science, Geographic Information Science / Geomatics, Texas A&M University Corpus Christi, 2016

LICENSURES

Registered Professional Land Surveyor, Texas – No. 6731
Registered Professional Land Surveyor, Oklahoma – No. 2044
Registered Professional Land Surveyor, Colorado – No. 38852

EXPERIENCE

With a lifelong foundation in the industry, Cole was one of the youngest Registered Professional Land Surveyors (RPLS) to become licensed in Texas. Throughout his career, he has earned a reputation for delivering exceptional service, marked by responsiveness and professionalism with both clients and the community. Today, as the leader of CDS Professional Land Surveying, he proudly upholds our guiding principle: Our limits have no boundary lines. He places partnership and responsiveness at the core of every project, with dedication to maintaining a reputation for excellence in commercial development.

SELECTED PROJECTS

YMCA Camp Twin Lakes – Boundary Surveys, Platting, & Topographic Survey

YMCA Williamson Road – ALTA Surveys, Platting, Easement Exhibits, & Topographic Survey

YMCA CHASCO – Boundary Surveys, Platting, & Topographic Survey

Austin ISD rotation list – Boundary & Topographic Surveys

Various City of Round Rock and Hutto Fire Station Projects – Boundary & Topographic Surveys

Round Rock Sports Center – Boundary, Topographic & Aerial Imagery

Dell Diamond, City of Round Rock – Boundary, Topographic & Aerial Imagery

Texas Parks and Wildlife – Boundary Surveys for acquisition of perpetual easements

APTUS ENGINEERING — SENIOR ENGINEER / PROJECT MANAGER



CASEY SVEIVEN, PE

EDUCATION
Bachelor of Science, Electrical Engineering, California State University Chico

REGISTRATIONS
Professional Engineer: Texas - #137964
Professional Engineer: Florida - #90074
Professional Engineer: California - #23076

EXPERIENCE
Casey is a skilled electrical engineer who brings a detail and quality driven approach to his role as a project manager. Throughout his career, he has acted as the engineer in responsible charge of projects in Texas, Florida, and California. His expertise has been leveraged in public, commercial, site electrical distribution, and Department of Transportation sectors, where he has played a pivotal role in overseeing the successful execution of critical infrastructures and public facilities projects. With a strong focus on site electrical infrastructure and lighting design, retail roll-out programs, and site electrical vehicle infrastructure projects, Casey's technical prowess and exceptional organizational abilities have been instrumental in the development of safe, efficient, and sustainable projects.

SELECTED PROJECTS
Champion Park Parking Lot Expansion and Southwest Regional Park Remote Restrooms, Williamson County, Texas – Casey was responsible for the project's field inspection, photometric analysis, electrical design and cost estimation. The Champion and Southwest Regional Park project scope includes expanding the parking area in Champion Park and adding a remote restroom building with utility connections at Southwest Regional Park. The project scope consists of examining the existing conditions of the parking area for potential re-lamping and circuit extension to serve new parking area. Design of champion park also includes photometric analysis for the selection and location of new light poles within the new parking area. At Southwest Regional Park, design scope included studying the existing service for capacity, coordinating power routing and providing one-line electrical drawings and load analysis for installing a new restroom building. The projects will bring greater amenities and services to support the continued growth of Williamson County.

GESSNER ENGINEERING — PROJECT MANAGER



EVAN ROE, PE

EDUCATION
Bachelor of Science, Civil Engineering, Purdue University

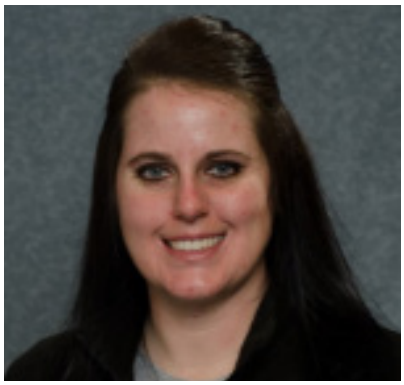
REGISTRATIONS
Professional Engineer: Texas - #141174

EXPERIENCE
As Structural Engineering Manager, Evan will lead and oversee the structural engineering team, assuring client expectations are met by managing the project schedule and resources efficiently, while ensuring designs align with established structural engineering standards. Evan is a driven and collaborative professional, fueled by a passion for problem solving and transforming ideas into tangible products. Evan's facilitation skills and team-oriented approach foster an environment where all ideas are valued and contribute to moving projects forward, making a real-world impact through his engineering expertise.

SELECTED PROJECTS
YMCA Camp Twin Lakes, Cedar Park, Texas – Ms. Coogler served as a designer for several of the projects described to have taken place at Camp Twin Lakes. From the amphitheater to the pavilion, she has aided in design and construction documents for these projects.

Bell Park Master Plan, Cedar Park, Texas – Ms. Coogler served as a designer for the fifteen-acre park parcel. She worked to verify that all plans and designs met the intent of the City's code, as well as provided for adequate tree mitigation throughout the park.

Williamson County ESD No. 3 Fire Station No. 4, Hutto, Texas – Ms. Coogler served as a designer for the latest fire station project, and assisted with construction administration throughout the construction process.



LAURA J. VIROSTKO

EDUCATION

Bachelor of Science, Environmental Science, University of Missouri, 2009

REGISTRATIONS

Texas Asbestos Consultant #105913
ACI Concrete Field Technician-Grade I
ICC Special Inspector – Soils
OSHA 40 Hour HAZWOPER
Certified Erosion, Sediment, and Stormwater Inspector
TXDOT Pre-Certifications: 12.1.6 (Embankment/Subgrade/Backfill/Base Production), 12.1.7 (Embankment/Subgrade/Backfill/Base Placement)

EXPERIENCE

Laura joined SCI Engineering, Inc. (SCI) in 2011 to support various construction testing, natural resource and environmental consulting activities. Her duties include: field and laboratory testing of soil and aggregates, testing and observation during concrete placement, inspection of reinforcing steel for concrete construction; inspection, observation and testing for structural masonry; abatement oversight, groundwater and soil sampling; UST tank closures; hazardous waste removal oversight; delineation and wetland mitigation monitoring services; section 404/401 permitting services; threatened and endangered species consultations, environmental assessments, and linear project coordination. Laura also provides storm water services including coordination of construction site NPDES compliance, as well as the development of Stormwater Pollution Prevention Plans (SWPPPs).

SELECTED PROJECTS

YMCA Twin Lakes Greenwood Tract, Cedar Park, Texas – Staff scientist as SCI conducted a Phase I Environmental Site Assessment on a 1.8-acre tract in Cedar Park, Texas. The assessment included historical and public records research, interviews, and a site reconnaissance survey. SCI found no evidence of Recognized Environmental Conditions (RECs) on the site. The site had remnants of previous structures, including a septic system and degraded parking lots.

Wellspring YMCA, Georgetown, Texas – Staff scientist as SCI provided geological and environmental services for the proposed Georgetown YMCA facility located on a 11.4-acre site in Georgetown, Texas. A geological assessment was performed providing details on soils as well as stratigraphy and structural geology.

Dell Jewish Community Center Expansion, Austin, Texas – SCI technician who marked boring locations, drilled soil borings and rock cores for the expansion of the Dell Jewish Community Center. As staff scientist Laura also conducted a City of Austin Environmental Resource Inventory and an Asbestos Containing Material survey for this project which will feature a New Community/Fitness Building - two-story, slab-on-grade, 26,900 square feet (sf); Aquatic Expansion - 8,200 sf, including competition pool, recreation pool, and spa; Tennis Courts, pro-shop, bleachers, and lighting; Future Social Hall and Future Parking Garage.

Texas Empowerment Academy, Austin, Texas – Staff scientist as SCI conducted a Phase One Environmental Site Assessment (ESA) for the Texas Empowerment Academy in Austin, Texas. The assessment aimed to identify Recognized Environmental Conditions (RECs), Historical RECs (HRECs), Controlled RECs (CRECs), and Business Environmental Risks (BERs) in accordance with ASTM Practice E 1527-13. Phase One activities included a review of historical records, public documents, interviews, and a site reconnaissance survey.

San Antonio Water System, San Antonio, Texas – Staff scientist as SCI conducted a Phase I Environmental Site Assessment along a water and sewer easement on East Ashby Place in San Antonio, Texas. The assessment included historical research, public records review, interviews, and site reconnaissance. No Historical or Controlled Recognized Environmental Conditions were identified during the assessment.



BENJAMIN K. BUTTERFIELD, CHMM

EDUCATION

Bachelor of Science, Environmental Science, Taylor University, 2010
Master of Science, Environmental Science, Taylor University, 2011

REGISTRATIONS

OSHA 10 Hour Safety and Health
OSHA 40 Hour Hazardous Waste Operations and Emergency Response (HAZWOPER)
OSHA 8 Hour Hazardous Waste Operations and Emergency Response (HAZWOPER) Supervisor
Certified Remote Airman

EXPERIENCE

Ben joined SCI Engineering, Inc. (SCI) in June 2011 to conduct Phase One Environmental Site Assessments (Phase One ESA), Phase Two Environmental Site Assessments (Phase Two ESA), asbestos inspections, Underground Storage Tank (UST) closure activities, and wastewater sampling. As a Certified Hazardous Materials Manager (CHMM), Ben brings extensive expertise in managing hazardous materials and ensuring environmental compliance. His responsibilities include developing and implementing safety protocols, conducting risk assessments, and overseeing the proper handling, storage, and disposal of hazardous substances. With a strong focus on regulatory compliance, Ben works to ensure adherence to federal, state, and local environmental regulations, minimizing risks to personnel and the environment. His knowledge spans various industries, including construction, manufacturing, and waste management, where he has successfully managed complex projects involving hazardous materials.

SELECTED PROJECTS

YMCA Twin Lakes Greenwood Tract, Cedar Park, Texas – Senior scientist as SCI conducted a Phase I Environmental Site Assessment on a 1.8-acre tract in Cedar Park, Texas. The assessment included historical and public records research, interviews, and a site reconnaissance survey. SCI found no evidence of Recognized Environmental Conditions (RECs) on the site. The site had remnants of previous structures, including a septic system and degraded parking lots.

Wellspring YMCA, Georgetown, Texas – Senior scientist as SCI provided geological and environmental services for the proposed Georgetown YMCA facility located on a 11.4-acre site in Georgetown, Texas. A geological assessment was performed providing details on soils as well as stratigraphy and structural geology.

Dell Jewish Community Center Expansion, Austin, Texas – Senior scientist as SCI conducted a City of Austin Environmental Resource Inventory and an Asbestos Containing Material Survey for the expansion of the Dell Jewish Community Center. The expansion will feature a New Community/Fitness Building - two-story, slab-on-grade, 26,900 square feet (sf); Aquatic Expansion - 8,200 sf, including competition pool, recreation pool, and spa; Tennis Courts, pro-shop, bleachers, and lighting; Future Social Hall and Future Parking Garage.

Texas Empowerment Academy, Austin, Texas – Senior scientist as SCI conducted a Phase One Environmental Site Assessment (ESA) for the Texas Empowerment Academy in Austin, Texas. The assessment aimed to identify Recognized Environmental Conditions (RECs), Historical RECs (HRECs), Controlled RECs (CRECs), and Business Environmental Risks (BERs) in accordance with ASTM Practice E 1527-13. Phase One activities included a review of historical records, public documents, interviews, and a site reconnaissance survey.

Hacienda Villa Apartments, Greenville, Texas – Conducted a Phase One ESA of 8 acres of land that hosts 11 apartment buildings. Phase One activities consisted of historical and public records research, historical review, interviews and a reconnaissance survey.



MALCOLM WATKINS, AIA, NCARB, LEED AP

EDUCATION
Master of Architecture, Kansas State University, 2008

REGISTRATIONS
Registered Architect: Texas – #31756
Class "A" Licensed General Contractor
National Council of Architects Registration Boards Certificate Holder (NCARB)
American Institute of Architects (AIA) Member

EXPERIENCE
Combining his design experience with a deep appreciation for construction knowledge, Malcolm has the ability to break down complex challenges into innovative solutions for his clients. He is detail oriented and will work tirelessly to deliver long lasting projects that will serve the district well for many years to come.

SELECTED PROJECTS
Central Texas YMCA Projects:
Twin Lakes YMCA Pavilion and Adventure Park – Project Manager / Design Team Lead over all design team work on project.
New Georgetown YMCA – Project Manager / Design Team Lead over all design team work on project.
Hutto YMCA Remodel – Project Manager / Design Team Lead over all design team work on project.
Burnet YMCA Remodel – Principal-In-Charge providing administrative oversight to ensure project success.

Greater Wichita YMCA Projects:
Newton YMCA – Project Architect leading drawing production.
Robert D. Love Downtown YMCA – Project Architect leading drawing production.
Richard A. DeVore South YMCA Addition – Project Architect leading drawing production.
Ken Shannon Northwest YMCA Addition – Project Architect leading drawing production.
East YMCA Remodel – Project Architect leading drawing production.
Camp Hyde Learning Center – Project Architect leading drawing production.
Camp Hyde Equestrian Center – Project Architect leading drawing production.

AWARDS AND RECOGNITION
Wichita Business Journal '40 Under 40' Class of 2020
Eagle Scouts
Kansas State University Architecture Department Professional Advisory Board
American Institute of Architects:
- ***AIA Kansas President, 2020***
- ***National Young Architect Forum***
- ***Central States Region Representative, 2021-2022***
- ***Nation Board of Knowledge Committee, 2023-2024***

Wichita Architectural Foundation President
Building Design and Construction '40 Under 40' Class of 2023

WILLIAMSON COUNTY
1848

Purchasing Department

Debarment and Licensing

STATE OF TEXAS §

§

COUNTY OF WILLIAMSON §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certify, on behalf of Respondent/Bidder and its principals, that Respondent/Bidder and its principals:

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

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

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

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

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

NOTE: Where the certifying representative is unable to certify to any of the statements in this certification, such individual shall attach an explanation to this certification.

* federal, state, or local

WILLIAMSON COUNTY
1848

Purchasing Department

Signature of Certifying Representative

Debbie Bauerkemper
Printed Name of Certifying Representative

Business Director, V.P.
Title of Certifying Representative

12/17/24
Date

SUBSCRIBED and sworn to before me, the undersigned authority, by Debbie Bauerkemper (Signatory Name) the Business Director, VP (Signatory Title) of Haggood Engineering Assoc. (Entity Name), on behalf of said firm.

RAQUEL SAENZ
MY COMMISSION EXPIRES
DECEMBER 13, 2025
NOTARY ID: 11005280

Notary Public in and for the
State of Texas
My commission expires: 12/13/25

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Hagood Engineering Associates, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☑ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☑ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 D K Barr

Signature of vendor doing business with the governmental entity

12/17/24

Date

WILLIAMSON COUNTY
STATE OF TEXAS REQUIRED STATEMENTS

Per Texas Government Code 2271.001, Company certifies that:

☑ Company does not and will not boycott Israel during the term of the contract;

And

Per Texas Government Code 2274.002, Company certifies that:

☑ Company does not and will not boycott energy companies during the term of the contract;

And

☑ Company does not and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of the contract.

Or that these clauses do not apply because:

☐ Contractor is a sole proprietor;

☐ or has less than 10 full time employees;

☐ or contract value is less than $100,000.00

Company/Contractor Name Hagood Engineering Associates, Inc.

Signed By _____

Print Name and Title Debbie Bauerkemper, Business Director, V.P.

The State of Texas does not allow Texas Counties to do business with companies that boycott Israel, boycott energy companies, or discriminate against firearms entities and trade associations. Companies seeking to do business with the County must either select ALL THREE "anti-boycott" clauses OR specify why the clauses do not apply.

25RFSQ10 Twin Lakes Park Parking Lot

Evaluation Criteria	Company experience of similar type and size Projects	Project Engineer professional experience	Process	Company performance with Government Agencies	Total Points	Notes
Max Points	**30**	**20**	**30**	**20**	**100**	
Eckermann Engineering, Inc	29	19	30	20	98	
Hagood Engineering Associate	30	20	30	20	100	
MWM DesignGroup	29	20	30	20	99	
Schaumburg and Polk, Inc	30	18	30	20	98	
Steger Bizzell	29	18	28	20	95	

[redacted]

1/3/2025

1/13/2025

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1275373

Date Filed:
02/27/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Hagood Engineering Associates, Inc.
Round Rock, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
25RFSQ10
Professional Civil Engineering Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Hagood, Terry	Marble Falls, TX United States	X	
Bauerkemper, Deborah	Hutto, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Deborah Bauerkemper, and my date of birth is 12/07.

My address is [redacted] (street) (city) (state) (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Williamson County, State of Texas, on the 27th day of February (month), 2025 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1275373

Date Filed:
02/27/2025

Date Acknowledged:
03/17/2025

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Hagood Engineering Associates, Inc.
Round Rock, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

25RFSQ10
Professional Civil Engineering Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Hagood, Terry	Marble Falls, TX United States	X	
Bauerkemper, Deborah	Hutto, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **72.**

Meeting Date: 03/25/2025

Award of Design and Engineering Services Agreement for Central Maintenance Facility Asphalt Tank Relocation to Gessner Engineering, LLC utilizing 24RFSQ53 for Facilities Management

Submitted For: Joy Simonton **Submitted By:** Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding RFSQ #24RFSQ53 to Gessner Engineering, LLC, for Central Maintenance Facility (CMF) Asphalt Tank Relocation, in the amount of Sixty-Five Thousand Eight Hundred Fifty Dollars and no/100 ($65,850.00) and authorize execution of the agreement.

Background

Gessner Engineering, LLC is recommended for award through RFSQ #24RFSQ53 which established a pre-qualified consultant pool to be contracted on an as-needed basis, on 06.18.24 agenda item no.16. Gessner Engineering, LLC, is being recommended for this project following a project specific evaluation of the firms from the 24RFSQ53 pool wherethe firm received the highest score for this project. This Agreement for CMF Asphalt Tank Relocation Design Services between Williamson County and Gessner Engineering, LLC, is for the Central Maintenance Facility, 3151 SE Inner Loop, Georgetown, Texas 78626. Contract Audit and General Counsel reviewed. Detailed Scope of Work is attached. Funding Source is 01.0200.0210.04510 and the point of contact is Gretchen Glenn.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

R&B Asphalt Tank Relocation_PSA_Gessner Engineering_2025.02.26

Form 1295 Gessner Engineering Complete

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/19/2025 01:45 PM
County Judge Exec Asst.	Andrea Schiele	03/19/2025 11:13 PM
Form Started By: Johnny Grimaldo		Started On: 03/14/2025 10:14 AM
Final Approval Date: 03/19/2025		

AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: **CMF Asphalt Tank Relocation** ("Project")

ARCHITECT/ ENGINEER: **Gessner Engineering, LLC.** ("A/E")
Sarah Korpita, VP Client Experience
401 W. 26th Street, Suite 3
Bryan, Texas 77803

COUNTY'S DESIGNATED REPRESENTATIVE: **Williamson County Facilities Department**
Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

THIS AGREEMENT FOR DESIGN AND ENGINEERING SERVICES ("Agreement") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and A/E.

R E C I T A L S

WHEREAS, **V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A** entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional, architects and engineers; and

WHEREAS, County intends to **design and engineer asphalt tank relocation at the Williamson County Road and Bridge yard**; and

WHEREAS, County desires that A/E perform certain professional services in connection with the Project; and

WHEREAS, A/E represents that it is qualified and desires to perform such services;

NOW, THEREFORE, County and A/E, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

ARTICLE 1
SCOPE OF AGREEMENT

A/E agrees to perform professional services in connection with the Project as stated herein, and for having rendered such services, County agrees to pay to A/E compensation as stated in the articles to follow.

ARTICLE 2
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

2.1 Contract Documents.
Contract Documents consist of this Agreement, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Agreement), and all fully executed Supplemental Agreements which are subsequently issued. These form the entire Agreement, and all are as fully a part of this Agreement as if attached to this Agreement or repeated herein.

2.2 Existing Information.
County shall provide A/E with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular Project at no cost to A/E; however, any and all such information shall remain the property of County and shall be returned, if County so instructs A/E.

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

2.3.1
2012 Edition of the Texas Accessibility Standards (TAS) regarding the Elimination of Architectural Barriers Program, including latest revisions (*see* 16 Tex. Admin. Code § 68.100; *see also* Tex. Gov't Code, Ch. 469).

2.3.2
Americans with Disabilities Act (ADA)

2.3.3
Williamson County Facilities Building Code Adoption List, 2020 edition as updated

2.3.4
Williamson County Consultant Design Submittal Guidelines, 2020 edition as updated

ARTICLE 3
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

3.1 Non-collusion.
A/E warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for A/E, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or subconsultant any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, County reserves and shall have the right to annul this Agreement without liability or, in its discretion and at its sole election, to deduct from

the Agreement price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

3.2 Debarment Certification.
A/E must sign the Debarment Certification enclosed herewith as **Exhibit E**.

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

ARTICLE 4
CHARACTER AND SCOPE OF SERVICES

4.1
In consideration of the compensation herein provided, A/E shall perform professional design and engineering services for the Project, which are acceptable to County, based on standard architectural and engineering practices and the scope of work described on the Exhibits attached to this Agreement. A/E shall also serve as County's professional architect and engineer in those phases of the Project to which this Agreement applies and will consult with and give advice to County during the performance of A/E's services.

4.2
A/E shall perform the following Basic Scope of Services (sometimes referred to herein as the “Basic Scope of Services”, “Basic Services” or the “Scope of Services”):

4.2.1
The Basic Scope of Services shall generally consist of all elements of work, meetings, materials, and equipment required for the development of the Project in accordance with the requirements, policies, and general practices of Williamson County.

4.2.2
As part of the Basic Services, A/E shall submit its work products to County for review as requested by County.

4.2.3
The detailed Basic Services for the Project is set forth herein as **Exhibit A** to this Agreement, which is expressly incorporated and made a part hereof.

ARTICLE 5
TIME FOR PERFORMANCE

5.1 Commencement.
A/E shall not commence work until A/E has been thoroughly briefed on the scope of the Project and has been notified in writing to proceed, as evidenced by a Notice to Proceed.

5.2 Duration.
A/E agrees to complete the Basic Services within the time period set forth in **Exhibit C**. The time limits set out therein may, for good cause, be extended, in writing, by County as the Project proceeds.

ARTICLE 6
COMPENSATION AND EXPENSES

6.1 Basic Fee.
For and in consideration of the Basic Services rendered by A/E, County shall pay to A/E up **Sixty-Five Thousand Eight Hundred Fifty and NO/100 Dollars ($ 65,850.00)** hereinafter called the "Basic Fee".

The Basic Fee is based upon all estimated labor costs required in the performance of all items and phases of the Basic Services set forth in **Exhibit A**. Compensation for Basic Services will be paid by County by monthly invoices of percentage completion of fees by phase of the Basic Fee as set forth in **Exhibit B**. County will only be obligated to pay A/E for the performance of items and phases of the Basic Services actually rendered and incurred, which may be less than the above stated Basic Fee.

6.2 Expenses.
A/E shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit D**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and **must strictly comply with the Williamson County Vendor Reimbursement Policy**. The copies of the provider's invoice must evidence the actual costs billed to A/E without markup. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and must not exceed **Six Hundred Fifty-Eight and 50/100 Dollars ($658.50)**.

ARTICLE 7
ADDITIONAL SERVICES AND CHARGES

For the performance of services not specifically described as Basic Services under **Article 4** above (sometimes referred to herein as "Additional Services"), County shall pay and A/E shall receive, under a negotiated, written Supplemental Agreement, Additional Services compensation based upon invoices of percentage completion.

A/E shall not, however, be compensated for work made necessary by A/E's negligent errors or omissions. In the event of any dispute over the classification of A/E's services as Basic or Additional Services under this Agreement, the decision of County shall be final and binding on A/E.

It is expressly understood and agreed that A/E shall not furnish any Additional Services without the prior written authorization of County by a negotiated Supplemental Agreement. County shall have no obligation to pay for such Additional Services which have been rendered without prior written authorization of County as hereinabove required.

ARTICLE 8
TIME OF PAYMENT; PAYMENT AND INTEREST; AND RIGHT TO AUDIT

8.1 Time of Payment.

During the performance of the services provided for in this Agreement, monthly payments shall be made based upon that portion of the services which has been completed.

On or about the last day of each calendar month during the performance of the Basic Services to be provided under this Agreement, A/E shall submit to County working documents in any stage of completion to demonstrate incremental progress of Basic Services and the compensation which is due for percentage completion of Basic Services.

On or about the last day of each calendar month during the performance of the Additional Services to be provided under **Article 7**, A/E shall submit to County working documents in any stage of completion to demonstrate incremental progress of Additional Services under an applicable Supplemental Agreement related thereto, and the compensation which is due for percentage completion of particular Additional Services.

County shall review the documentation and shall pay each statement as set forth in this **Article 8**, however, the approval or payment of any statement shall not be considered evidence of performance by A/E to the point indicated by such statement or of receipt or acceptance by County of the services covered by such statement. Final payment does not relieve A/E of the responsibility of correcting any errors or omissions resulting from A/E's negligence.

Upon submittal of the initial invoice, A/E shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

8.2 Prompt Payment Policy.

In accordance with **Chapter 2251, V.T.C.A., Texas Government Code**, payment to A/E will be made within **thirty (30) days** of the day on which the performance of services was complete, or within **thirty (30) days** of the day on which the County Auditor receives a correct invoice for services, whichever is later. A/E may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

8.2.1
There is a bona fide dispute between County and A/E concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

8.2.2
There is a bona fide dispute between A/E and a subcontractor/ subconsultant or between a subcontractor/ subconsultant and its supplier concerning supplies, materials, or

equipment delivered or the Basic Services performed which causes the payment to be late; or

8.2.3
The invoice is not submitted to Williamson County in strict accordance with instructions, if any, on the purchase order, or this Agreement or other such contractual agreement.

The County Auditor shall document to A/E the issues related to disputed invoices within **ten (10) calendar days** of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of **Texas Government Code, Chapter 2251, V.T.C.A**.

ARTICLE 9
PROJECT TEAM

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

Williamson County Facilities Department
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

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

A/E's Designated Representative for purposes of this Agreement is as follows:

Gessner Engineering, LLC.
Sarah Korpita, VP Client Experience
401 W. 26th Street, Suite 3
Bryan, Texas 77803

A/E shall have the right, from time to time, to change A/E's Designated Representative by giving County written notice thereof. With respect to any action, decision, or determination which is to be taken or made by A/E under this Agreement, A/E's Designated Representative may take such action or make such decision or determination, or shall notify County in writing of an individual

responsible for and capable of taking such action, decision, or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions, or determinations by A/E's Designated Representative on behalf of A/E shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by A/E's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by A/E's Designated Representative shall be binding on A/E. A/E's Designated Representative shall have the right to modify, amend, and execute Supplemental Agreements on behalf of A/E.

ARTICLE 10
NOTICE

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or A/E at the following addresses. If mailed, any notice or communication shall be deemed to be received **three (3) days** after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

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

With copy to: Williamson County Facilities Department
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

and to: Office of General Counsel
Williamson County Commissioners Court
401 W. 6th Street
Georgetown, Texas 78626

A/E: Gessner Engineering, LLC.
401 W. 26th Street, Suite 3
Bryan, Texas 77803

Attention: Sarah Korpita
VP Client Experience

Either party may designate a different address by giving the other party ten (10) days written notice.

ARTICLE 11
PROGRESS EVALUATION

A/E shall, from time to time during the progress of the Basic Services and, when applicable, progress of Additional Services, confer with County at County's election. A/E shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Basic Services and any applicable Additional Services. At the request of County or A/E, conferences shall be provided at A/E's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Basic Services and any applicable Additional Services. County may, from time to time, require A/E to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Basic Services or any applicable Additional Services does not satisfy the terms of this Agreement, then County shall review same with A/E to determine corrective action required.

A/E shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Basic Services and any applicable Additional Services, including but not limited to the following:

11.1
Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of this Agreement or preclude the attainment of Project Basic Services and any applicable Additional Services by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

11.2
Favorable developments or events which enable meeting goals sooner than anticipated in relation to this Agreement or any applicable Supplemental Agreement.

ARTICLE 12
CHANGES IN COMPLETED BASIC SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Basic Services or parts thereof which involve changes to the original Basic Services or character of Basic Services under this Agreement, then A/E shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Services and paid for as specified under **Article 7** and **Article 8**. A/E shall make revisions to Basic Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Basic Services.

ARTICLE 13
REVIEW PROCESS AND REVISIONS TO A/E WORK PRODUCT

13.1 Review Process.
A/E's Work Product will be reviewed by County under its applicable technical requirements and procedures, as follows:

13.1.1 Submittal.
Reports, plans, surveys, field notes, original drawings, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, data, sketches and/or schematics prepared by A/E and supporting documents (collectively referred to hereinabove and hereinafter as the "A/E Work Product(s)"), shall be submitted by A/E on or before the dates specified for completion, as set out in the Production Schedule set forth in **Exhibit C**.

13.1.2 Completion.
Reports, plans, specifications, and supporting documents shall be submitted by A/E on or before the dates specified in **Exhibit C**. Upon receipt of same, the submission shall be checked for completion. "Completion" or “Complete” shall be defined as all of the required items, as set out in **Exhibit A**, have been included in compliance with the requirements of this Agreement. The completeness of any Basic Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify A/E in writing within such thirty (30) day period if such Basic Services have been found to be incomplete. If the submission is Complete, County will notify A/E and County’s technical review process will begin.

If the submission is not Complete, County will notify A/E, who shall perform such professional services as are required to complete the Basic Services and resubmit it to County. This process shall be repeated until a submission is Complete.

13.1.3 Acceptance.
County will review the completed Basic Services in each design phase for compliance with this Agreement and general conformance with the Design Deliverable Guidelines. "Acceptance" or “Accepted” shall mean that in County’s reasonable opinion, substantial compliance with the requirements of this Agreement has been achieved.

If a lack of coordination between subconsultant documents is discovered in the A/E work product, which is not specifically called-out by A/E as a pending coordination item, the work product will be returned to A/E along with written email notification which may describe preliminary deficiencies discovered and may reference the terms of **Paragraph 13.1.3** of this Agreement. A/E shall perform any required corrections to Basic Services and resubmit to County.

Should this process need to be repeated for the same or subsequent deficiencies related to the initial deficiencies, County will issue a marked-up work product to A/E indicating specific deficiencies for correction. County will also issue a notice for A/E to deduct **One Thousand Dollars ($ 1,000)** from the A/E ‘s Basic Fee on the next invoice for each occurrence until the Basic Services are Accepted.

13.1.4 Final Approval.
After Acceptance, A/E shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by County. "Final Approval" in this sense shall mean formal recognition that the Basic Services have been fully carried out.

13.2 Revision to A/E Work Product.

A/E shall make, without expense to County, such revisions to A/E Work Product as may be required to correct negligent errors or omissions so A/E Work Product meets the needs of County, but after the approval of A/E Work Product any revisions, additions, or other modifications made

at County's request which involve extra services and expenses to A/E shall entitle A/E to additional compensation for such extra services and expenses; provided, however, A/E hereby agrees to perform any necessary corrections to A/E Work Products which are found to be in negligent error or omission as a result of A/E's development of A/E Work Product, at any time, without additional compensation. If it is necessary, due to such error or omission by A/E, to revise any A/E Work Product in order to make the Project constructible, A/E shall do so without additional compensation. In the event of any dispute over the classification of A/E's Work Products as Complete, Accepted, or Approved under this Agreement, the decision of County shall be final and binding on A/E, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

13.3 Days.

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

13.4 County's Reliance on A/E.

A/E's duties as set forth herein shall at no time be in any way diminished by reason of any review, evaluation, or approval by County nor shall A/E be released from any liability by reason of such review, evaluation or approval by County, it being understood that County, at all times, is ultimately relying upon A/E's skill, ability, and knowledge in performing the Basic Services required hereunder.

ARTICLE 14
SUSPENSION

Should County desire to suspend the Basic Services, but not to terminate this Agreement, then such suspension may be effected by County giving A/E **thirty (30) calendar days'** verbal notification followed by written confirmation to that effect. Such **thirty (30)-day** notice may be waived in writing by agreement and signature of both parties. The Basic Services may be reinstated and resumed in full force and effect within **sixty (60) days** of receipt of written notice from County to resume the Basic Services. Such **sixty (60)-day** notice may be waived in writing by agreement and signature of both parties. If this Agreement is suspended for more than **thirty (30) days**, A/E shall have the option of terminating this Agreement and, in the event, A/E shall be compensated for all Basic Services performed and reimbursable expenses incurred, provided such Basic Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

County assumes no liability for Basic Services performed or costs incurred prior to the date authorized by County for A/E to begin Basic Services, and/or during periods when Basic Services are suspended, and/or subsequent to the completion date.

ARTICLE 15
VIOLATION OF CONTRACT TERMS/ BREACH OF CONTRACT

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

ARTICLE 16
TERMINATION

This Agreement may be terminated as set forth below.

16.1
By mutual agreement and consent, in writing, of both parties.

16.2
By County, by notice in writing to A/E, as a consequence of failure by A/E to perform the Basic Services set forth herein in a satisfactory manner.

16.3
By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

16.4
By County, for reasons of its own and not subject to the mutual consent of A/E, upon not less than **thirty (30) days** written notice to A/E.

16.5
By satisfactory completion of all Basic Services and obligations described herein.

Should County terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to A/E. In determining the value of the Basic Services performed by A/E prior to termination, County shall be the sole judge. Compensation for Basic Services at termination will be based on a percentage of the Basic Services completed at that time. Should County terminate this Agreement under **Section 16.4** above, then the amount charged during the **thirty (30)-day** notice period shall not exceed the amount charged during the preceding **thirty (30) days**.

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

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

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

ARTICLE 17
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications, and data or programs stored electronically, (hereinafter referred to as “A/E Work Products”) prepared by A/E and its subcontractors/ subconsultants are related exclusively to the services described in this Agreement and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of A/E’s designs under this Agreement (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County’s sole risk and without liability to A/E.

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

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

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

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

A/E shall have no liability for changes made to the drawings by other consultants subsequent to the completion of the Project. Any such change shall be sealed by A/E making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 18
PERSONNEL, EQUIPMENT, AND MATERIAL

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

ARTICLE 19
SUBCONTRACTING

A/E shall not assign, subcontract, or transfer any portion of the Basic Services under this Agreement without prior written approval from County. All subcontracts shall include the provisions required in this Agreement. No subcontract shall relieve A/E of any responsibilities under this Agreement.

ARTICLE 20
MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the right herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

ARTICLE 21
COMPLIANCE WITH LAWS

21.1 Compliance.

A/E shall render the services hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the architecture and engineering professions, and in recognition of such standards, A/E shall comply with all applicable federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including, without limitation, minimum/ maximum salary and wage statutes and regulations, and licensing laws and regulations. A/E shall furnish County with satisfactory proof of its compliance.

A/E shall further obtain all permits and licenses required in the performance of the Basic Services contracted for herein.

21.2 Taxes.

A/E shall pay all taxes, if any, required by law arising by virtue of the Basic Services performed hereunder. County is qualified for exemption pursuant to the provisions of **Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act**.

ARTICLE 22
INDEMNIFICATION

A/E AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY A/E, A/E'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH A/E INCLUDING, WITHOUT LIMITATION, A/E'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH A/E EXERCISES CONTROL.

A/E FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A/E'S FAILURE TO PAY A/E'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS AGREEMENT BY A/E.

A/E FURTHER AGREES TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY A/E IN THE PERFORMANCE OF THIS AGREEMENT.

THE LIMITS OF INSURANCE REQUIRED IN THIS AGREEMENT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT A/E'S OBLIGATIONS UNDER THIS **ARTICLE 22**. THE TERMS AND CONDITIONS CONTAINED IN THIS **ARTICLE 22** SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF COUNTY OR THIRD PARTIES FOR WHOM A/E IS NOT LEGALLY LIABLE, A/E'S OBLIGATIONS SHALL BE IN PROPORTION TO A/E'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST COUNTY IN WHICH CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY ACTS, ERRORS OR OMISSIONS OF A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS IN THE CONSTRUCTION DOCUMENTS OR IN THE ADMINISTRATION OF THIS AGREEMENT BY A/E OR ANY OF ITS EMPLOYEES OR

ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, AND/OR INADEQUATE SERVICES PURSUANT TO THE CONSTRUCTION PHASE-ADMINISTRATION OF THE CONSTRUCTION CONTRACT AS DEFINED AND REQUIRED BY THIS AGREEMENT, AGREEMENT EXHIBITS AND THE CONSTRUCTION CONTRACT DOCUMENTS, THEN COUNTY SHALL HAVE THE RIGHT TO JOIN A/E AT COUNTY'S COST. A/E SHALL ALSO HOLD COUNTY HARMLESS AND INDEMNIFY COUNTY TO THE EXTENT THAT A/E, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE A/E, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
PROFESSIONAL'S RESPONSIBILITIES

A/E shall be responsible for the accuracy of its Professional Services and shall promptly make necessary revisions or corrections to its Work Product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine A/E's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of **Article 31**. A/E shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
PROFESSIONAL'S SEAL

The responsible architect and engineer shall sign, seal, and date all appropriate submissions to County in accordance with Texas laws and the rules of the State Boards of Registration for Professionals.

ARTICLE 25
INSURANCE

A/E shall comply with the following insurance requirements, at all times, during this Agreement:

25.1 Coverage Limits.

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

25.1.1
Worker's Compensation in accordance with statutory requirements.

25.1.2
Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of **$1,000,000** per occurrence and **$2,000,000** in the aggregate.

25.1.3
Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of **$500,000** per occurrence and **$1,000,000** in the aggregate.

25.1.4
Professional Liability Errors and Omissions Insurance in the amount of **$ 1,000,000** per claim.

25.2 Additional Insureds; Waiver of Subrogation.
County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary; and, any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

25.3 Premiums and Deductible.
A/E shall be responsible for payment of premiums for all insurance coverages required under this **Article 25**. A/E further agrees that for each claim, suit, or action made against insurance provided hereunder, with respect to all matters for which A/E is responsible hereunder, A/E shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over **$50,000** in A/E's insurance must be declared and approved in writing by County in advance.

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

25.5 Insurance Company Rating.
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.

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

25.7 No Arbitration.
It is the intention of County and agreed to and hereby acknowledged by A/E, that no provision of this Agreement shall be construed to require County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required

hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Agreement.

25.8 Subcontractor/ Subconsultant's Insurance.

Without limiting any of the other obligations or liabilities of A/E, A/E shall require each subcontractor/ subconsultant performing work under this Agreement (to the extent a subcontractor/ subconsultant is allowed by County) to maintain during the term of this Agreement, at the subcontractor/ subconsultant's own expense, the same stipulated minimum insurance required in this **Article 25** above, including the required provisions and additional policy conditions as shown below in this **Article 25**.

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

25.9 Insurance Policy Endorsements.

Each insurance policy shall include the following conditions by endorsement to the policy:

25.9.1
County shall be notified **thirty (30) days** prior to the expiration, cancellation, nonrenewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

Williamson County Purchasing
100 Wilco Way
Suite P101
Georgetown, Texas 78626

25.9.2
The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

25.10 Cost of Insurance.

The cost of all insurance required herein to be secured and maintained by A/E shall be borne solely by A/E, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such certificates of insurance are evidenced as **Exhibit F**.

ARTICLE 26
SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. A/E may not assign, sublet, or transfer any interest in this Agreement, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 27
SEVERABILITY

In the event any 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, then 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.

ARTICLE 28
PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the sole agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter defined herein. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 29
A/E'S ACCOUNTING RECORDS

A/E agrees to maintain, for a period of **three (3) years** after final payment under this Agreement, detailed records, books, documents, and papers which are directly pertinent to the services to be performed under this Agreement and records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for the purposes of making audits, examinations, excerpts and transcriptions. A/E 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 detailed records, books, documents, and papers which are directly pertinent to the services to be performed under this Agreement and records of reimbursable costs and expenses of other providers for the purposes of making audits, examinations, excerpts, and transcriptions. A/E further agrees that County shall have access during normal working hours to all necessary A/E facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this **Article 29**. County shall give A/E reasonable advance notice of intended audits.

ARTICLE 30
GENERAL PROVISIONS

30.1 Time is of the Essence.

A/E understands and agrees that time is of the essence and that any failure of A/E to complete the Basic Services within the agreed Production Schedule set out in **Exhibit C** may constitute a material breach of this Agreement. A/E shall be fully responsible for its delays or for failures to use its reasonable efforts in accordance with the terms of this Agreement and A/E's standard of performance as defined herein. Where damage is caused to County due to A/E's negligent failure to perform, County may accordingly withhold, to the extent of such damage, A/E's payments hereunder without waiver of any of County's additional legal rights or remedies.

30.2 Force Majeure.

Neither County nor A/E shall be deemed in violation of this Agreement if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

30.3 Enforcement and Venue.

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

30.4 Standard of Performance.

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

30.5 Opinion of Probable Cost.

Any opinions of probable Project cost or probable construction cost provided by A/E are made on the basis of information available to A/E and on the basis of A/E's experience and qualifications and represents its judgment as an experienced and qualified professional. However, since A/E has no control over the cost of labor, materials, equipment, or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, A/E does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost A/E prepares.

30.6 Opinions and Determinations.

Where the terms of this Agreement provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

30.7 Reports of Accidents.

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

30.8 Gender, Number, and Headings.

Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context

otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

30.9 Construction.

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

30.10 Independent Contractor Relationship.

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

30.11 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.

30.12 Texas Public Information Act.

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

30.13 Governing Terms and Conditions.

If there is an irreconcilable conflict between the terms and conditions set forth in this Agreement or any Supplemental Agreement and the terms and conditions set forth in any Exhibit, Appendix to this Agreement, the terms and conditions set forth in this Agreement or any Supplemental Agreement shall control over the terms and conditions set forth in any Exhibit, Appendix to this Agreement.

30.14 Appropriation of Funds by County.

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. A/E understands and agrees that 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. It is further understood and agreed by A/E that County shall have the right to terminate this Agreement at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as

determined by County's budget for the fiscal year in question. County may affect such termination by giving written notice of termination to A/E.

ARTICLE 31
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and A/E shall 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, claim for benefits, 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. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Agreement shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation, if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of this Agreement.

ARTICLE 32
EQUAL OPPORTUNITY IN EMPLOYMENT

The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

ARTICLE 33
MERGER

The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

ARTICLE 34
PUBLIC CONTACT

Contact with the news media, citizens of Williamson County or governmental agencies shall be the responsibility of County. Under no circumstances shall A/E release any material or information developed in the performance of its services hereunder without the express written permission of County.

ARTICLE 35
A/E's REPRESENTATIONS

A/E represents that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to complete the services and perform its obligation under this Agreement and under the Contract Documents. A/E further represents and acknowledges that: (a) it is a sophisticated business entity that possesses the required level of experience and expertise in business administration, construction, and contract administration of projects of similar or like size, complexity, and nature as the Project and (b) the fee stated in this Agreement is adequate compensation for the timely completion of the Basic Services.

ARTICLE 36
CONFIDENTIALITY

A/E hereby acknowledges the services to be performed hereunder pertain to a secured correctional facility (Williamson County Jail) and that A/E must ensure that information relating all areas of the Williamson County Jail must not be disclosed to third parties. A/E expressly agrees that its employees, agents, or any other person or entity under contract with A/E including, without limitation, A/E's subconsultants, or any other entity over which A/E exercises control will not use any information relating to the Williamson County Jail that may be obtained while providing services hereunder for any purpose other than for what is necessary to perform the required services. A/E agrees to use the same degree of care as it uses to protect the confidentiality of its own confidential information, but no less than reasonable precautions to maintain confidentiality with respect to the Williamson County Jail, and to prevent disclosure thereof to persons other than its employees, agents, any other person or entity under contract with A/E including, without limitation, A/E's subconsultants, or any other entity over which A/E exercises control who need access to information regarding the Williamson County Jail to carry out their obligations under this Agreement. A/E agrees that A/E and its employees, agents, any other person or entity under contract with A/E including, without limitation, A/E's subconsultants, or any other entity over which A/E exercises control will not enter any unauthorized areas of the Wiliamson County Jail and will not disclose any information to unauthorized third parties and will take care to guard the security of the information at all times. A/E agrees that all of its employees, agents, any other person or entity under contract with A/E including, without limitation, A/E's subconsultants, or any other entity over which A/E exercises control shall be subject to background checks and that the Williamson County Sheriff or his agent will perform checks. County shall retain the right to deny right of entry to the Williamson County Jail to anyone.

ARTICLE 37
SIGNATORY WARRANTY

The undersigned signatory for A/E hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Agreement and that he/she has full and

complete authority to enter into this Agreement on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Agreement.

IN WITNESS WHEREOF, County has caused this Agreement to be signed in its name by its duly authorized County Judge, or presiding officer of the Williamson County Commissioners Court in the absence of the County Judge, thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

A/E:	**COUNTY**:
Gessner Engineering, LLC.	Williamson County, Texas
By: Sarah Korpita Signature	By: _____ Signature
Sarah Korpita Printed Name	_____ Printed Name
Vice President Title	_____ Title
Date Signed: 2/28/25	Date Signed: _____

EXHIBIT A

SCOPE OF BASICSERVICES

THE FOLLOWING SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE AGREEMENT. TO THE EXTENT THIS SCOPE OF SERVICES IS INCONSISTENT WITH THE AGREEMENT, THE AGREEMENT WILL SUPERSEDE THE SCOPE OF SERVICES AND WILL BE CONTROLLING.

In consideration of the Basic Fee provided in the Agreement, A/E shall perform the following Basic Services, based on standard architectural and engineering practices:

These services may include, but are not limited to as-built drawings, programming, architectural, structural, civil, mechanical, plumbing, electrical, hazardous materials, IT and security, landscape and irrigation, cost estimates and construction administration, master planning, facility condition assessment, forensic investigations, real estate evaluations, and specialized studies and analyses as agreed to by County and A/E.

GENERAL REQUIREMENTS

Design Criteria. A/E shall prepare all work in accordance with the latest version of applicable County's procedures, specifications, manuals, guidelines, standard drawings, and standard specifications. A/E shall prepare each Plans, Specifications, and Estimates (PS&E) package in a form suitable for letting through County's construction contract bidding and awarding process.

Right-of-Entry and Coordination. A/E shall notify County and secure permission to enter private property to perform any surveying, environmental, engineering or geotechnical activities needed off County property. In pursuance of County's policy with the general public, A/E shall not commit acts which would result in damages to private property, and A/E shall make every effort to comply with the wishes and address the concerns of affected private property owners. A/E shall contact each property owner prior to any entry onto the owner's property and shall request concurrence from County prior to each entry.

A/E shall notify County and coordinate with adjacent A/Es on all controls at project interfaces.

A/E shall prepare each exhibit necessary for approval by each utility, and other governmental or regulatory agency in compliance with the applicable format and guidelines required by each entity and as approved by County. A/E shall notify County in writing prior to beginning any services on any outside agency's exhibit.

Progress Reporting. A/E shall submit monthly (at a minimum) a progress status e-mail to County's Project Manager (PM) regardless of whether A/E is invoicing for that month.

A/E shall prepare and maintain a design and estimated construction schedule in a format reasonably acceptable to County during project phases prior to the Construction Administration Phase. A/E shall schedule milestone submittals per **Exhibit C – Production Schedule**. Contractor shall prepare and maintain a construction schedule in Gantt chart format during the

project Construction Administration Phase through the Close-out Phase.

Within **thirty (30) days** of completion of construction of the project, A/E shall deliver all electronic files in formats reasonably acceptable to County.

Final payment is contingent upon County's receipt and confirmation by County's PM that the electronic files function and are formatted in accordance with the Agreement and all review comments are addressed.

A/E shall prepare a letter of transmittal to accompany each document submittal to County. At a minimum, the letter of transmittal must include County's project name, Agreement and Work Authorization numbers, as well as facility name and address.

Coordination. A/E shall coordinate issues through County's PM. County will communicate, in writing, resolution of issues and provide A/E direction through County's PM.

Level of Effort. A/E shall base the level of effort at each phase on the prior work developed in earlier phases without unnecessary repetition or re-study.

Quality Assurance (QA) and Quality Control (QC). A/E shall provide peer review at all levels. For each deliverable, A/E shall maintain evidence of A/E's internal review and mark-up of that deliverable as preparation for submittal. When internal mark-ups are requested by County in advance, County, at its sole discretion, may reject the deliverable should A/E fail to provide the evidence of internal mark-ups. A/E shall clearly label each document submitted for quality assurance as an internal mark-up document.

A/E shall perform QA and QC on all consultant products (when applicable to the project) prior to delivery to County. If, during the course of reviewing a submittal, it becomes apparent to County that the submittal contains unreasonable errors, omissions, or inconsistencies, County may cease its review and immediately return the submittal for appropriate action by A/E.

A submittal returned to A/E for this reason is not a submittal for purposes of the submission schedule. Rejected submittals shall neither impact the overall deadline of the Project nor the review period allotted to County officials. A/E shall provide an updated schedule showing interim submission date changes to make-up for any lost time. A/E shall not submit an invoice until County accepts the submittal as reasonably complete.

Organization of Plan Sheets. The PS&E package shall be complete and organized in a manner that is suitable for the bidding and awarding of a construction contract.

Naming of Electronic Project Files and Organization of Design Project Folders. A/E shall use succinct and understandable file names including project name, document content, and date created (i.e. "*Project_DOCUMENT_yyyy.mm.dd*"). A/E shall maintain files in an organized folder structure that is readily understandable to outside users to facilitate communication and minimize complications in project close-out.

Referenced Documents. County standardized design and procedure documents are provided for public reference at the following web address:

https://www.wilcotx.gov/376/Facilities-Management

SCOPE OF WORK:

Central Maintenance Facility
3151 SE Inner Loop, Georgetown, TX 78626
Road & Bridge
25.RB.006

Road and Bridge Asphalt Tank Addition

Design services shall be conducted in phases as outlined herein. Phases may be combined to expedite design process when defined in **Exhibit C – Production Schedule**. Individual phases or groups of phases shall be authorized herein or by fully executed Supplemental Agreement.

Phase I - SCHEMATIC DESIGN - 30% Program, Plans, Outline Specifications and Estimate

Upon receipt of written Notice to Proceed, A/E shall accomplish the following:

A. Investigate site/facility and verify known existing or available utility locations.

B. Review International Building Code (IBC), ASHRAE 90.1, ASHRAE 62.1, International Mechanical Code (IMC), National Electric Code (NEC), International Energy Conservation Code (IECC), and any other applicable codes and ordinances.

C. Advise County of any changes, additions, or corrections to the preliminary program, plans, specifications, and budget.

D. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase II - DESIGN DEVELOPMENT – 60% Plans, Specifications and Estimate

Upon County acceptance of previous phase, A/E shall proceed with the following:

A. Consult freely with County concerning the principal phases of the work and immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design Phase.

B. Develop plans and specifications, which indicate materials, construction methods and buildings systems. These building systems may include (but are not limited to) structural, mechanical, plumbing, and electrical.

C. Provide preliminary materials selection board to County for review with internal departments.

D. Prepare a Design Development level cost estimate in a form acceptable to County.

E. Submit Plans, Specifications, and all other required documentation for Site Development Permit application for the project with the local jurisdiction having review authority. Notify County's PM of any required submittal fees to be paid by County.

F. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase III - CONSTRUCTION DOCUMENTS – 100% Plans, Specifications, and Estimate

Upon County acceptance of previous phase, A/E shall proceed with the following:

A. Prepare complete plans, specifications and engineering calculations (without professional seals) setting forth in detail the work required for the architectural, structural, civil, mechanical, plumbing, electrical, landscaping and irrigation, and site work.

B. Consult freely with County concerning the principal phases of the work immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design and Design Development Phases.

C. Prepare a detailed cost estimate of the project on a form acceptable to County.

D. Prepare a construction schedule with a Gantt chart or other County approved format which lists the anticipated major activities required to complete the project.

E. Complete the PS&E for the entire Project and its component parts. The Project detailed cost estimate shall not exceed the project construction budget as approved in writing by County.

F. Update preliminary materials selection board or provide new for County project records.

G. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase IV – REGULATORY REVIEW AND PERMITS - Plans, Specifications, and Permits:

Upon County acceptance of previous phase, A/E shall proceed with the following:

A. When applicable, register the project with the Texas Department of Licensing and Regulation (TDLR) and obtain an EABPRJ number for inclusion on the project coversheet prior to Permit application submittal to the local jurisdiction having review authority. Register as the Owner's Designated Agent for further correspondence with TDLR and Registered Accessibility Specialist (RAS).

B. Participate in any Pre-submittal Meetings required by local jurisdiction prior to Permit application submittal.

C. Submit Plans, Specifications, and all other required documentation for construction

Permit application for the project with the local jurisdiction having review authority. Notify County's PM of any required submittal fees to be paid by County.

D. Submit Construction Documents and Specifications to the Registered Accessibility Specialist (RAS) approved by County for Architectural Barriers plan review.

E. Receive and respond to permitting comments by the local jurisdiction having review authority.

F. Revise plans and specifications as necessary to conform to permitting, accessibility, and budget requirements without additional charge to County.

G. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase V – CONSTRUCTION CONTRACT BIDDING, AWARD, AND EXECUTION

Upon County acceptance of previous phase, A/E shall proceed with the following:

A. Participate in a Pre-bid Meeting, answer RFI's from Contractors and suppliers, and prepare addenda items as required.

B. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase VI - CONSTRUCTION ADMINISTRATION - Project Observation

Upon County acceptance of previous phase, A/E shall perform the following services:

A. Provide general administration and be County's representative during the construction of the project. Advise, consult, and issue County's instructions to Contractor in writing with copies furnished to all parties. Prepare change orders and supplementary drawings.

B. Provide conformed construction drawing and specification sets for each issuance of Architect's Supplemental Instructions.

C. Conduct and oversee pre-construction meeting.

D. Process/ respond to Requests for Information, Change Proposals, Change Orders, Change Directives.

E. Review/ approve shop drawings, submittals, samples and mock-ups. Submit copies of each shop drawing and submittal of materials and equipment to County.

F. Conduct and oversee bi-weekly progress meetings.

G. Conduct site visits with personnel technically qualified by education and experience to competently observe relevant aspects of construction. Make necessary observations to determine if workmanship and quality of materials generally conform to the plans and specifications, and that provisions of the contract are complied with.

H. Reject work performed by Contractor which does not meet the requirements of the

Construction Documents; and, order removal and replacement of such work.

I. Review progress estimates of work performed and invoiced by Contractor. Within **three (3) business days** of receipt, submit written reviews to County.

J. Coordinate Texas Accessibility Standards (TAS) Inspection to be concurrent with Substantial Completion Inspection.

K. Accompany County on Substantial Completion Inspection with appropriate staff and affiliates. Prepare a punch list of items needing correction. After Contractor has performed the required corrections, notify County in writing that the contract has been performed in general conformance with the plans and specifications and is ready for Final Inspection.

L. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase VII – PROJECT CLOSE-OUT – Final Inspection and Document Review:

Upon County acceptance of previous phase, A/E shall perform the following services:

A. Accompany County on Final Inspection to determine if construction has been completed in general accordance with the Contract Documents.

B. Review warranties, guarantees, bonds, equipment operating instructions, and similar deliverables to verify receipt, and general conformance to requirements of the Contract.

C. After determining that the general requirements of the Plans and Specifications have been met, certify and approve Contractor's Final Application for Payment.

D. Upon completion of construction and prior to the request for final payment, make changes in the original REVIT or model CAD files of the Project to show changes made and noted by Contractor of the work and final location of the mechanical service lines and outlets including outside utilities. Develop project Record Construction Drawings and Specifications.

E. Provide deliverables in accordance with County's Design Submittal Guidelines.



EXHIBIT B

FEE SCHEDULE

This schedule indicates fees by Phase of the Basic Fee:		**$**	**65,850**	100%
79%	**Gessner Engineering**	**$**	**52,100**	
21%	**Ramirez & Simon**	**$**	**13,750**	
Phase I - SCHEMATIC DESIGN		**$**	**28,475**	43%
	Gessner Engineering	$	24,350	
	Ramirez & Simon	$	4,125	
Phase II - DESIGN DEVELOPMENT		**$**	**6,500**	10%
	Gessner Engineering	$	6,500	
	Ramirez & Simon			
Phase III - CONSTRUCTION DOCUMENTS		**$**	**20,375**	31%
	Gessner Engineering	$	13,500	
	Ramirez & Simon	$	6,875	
Phase IV - REGULATORY REVIEW AND PERMITS		**$**	**412.50**	1%
	Gessner Engineering	$	-	
	Ramirez & Simon	$	412.50	
Phase V - BIDDING, AWARD, AND EXECUTION		**$**	**1,825**	3%
	Gessner Engineering	$	1,550	
	Ramirez & Simon	$	275	
Phase VI - CONSTRUCTION ADMINISTRATION		**$**	**6,987.50**	11%
	Gessner Engineering	$	5,200	
	Ramirez & Simon	$	1,787.50	

Phase VII - PROJECT CLOSE-OUT	**$**	**1,275**	2%
Gessner Engineering	$	1,000	
Ramirez & Simon	$	275	

EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within **Seven Hundred Twenty-Seven (727) calendar days** from the date of this Agreement.

The above time limits may, for good cause, be extended, in writing, by County as the Project proceeds.

The schedule below indicates various project milestones and estimated target dates. Standard end-of-phase review periods for County shall be (21) calendar days.

Agreement Execution Date	**03/18/25**
Phase I - SCHEMATIC DESIGN	
Preliminary Scope and Budget analysis deliverables	04/17/25
30% Plans, Specifications and Estimate deliverables	05/16/25
County written authorization to proceed to next phase	06/06/25
Phase II - DESIGN DEVELOPMENT	
60% Plans, Specifications and Estimate deliverables	07/07/25
County written authorization to proceed to next phase	07/28/25
Phase III - CONSTRUCTION DOCUMENTS	
Site Development Plans application submittal to City	09/22/25
Complete Plans, Specifications and Estimate deliverables	08/27/25
County written authorization to proceed to next phase	09/17/25
Phase IV - REGULATORY REVIEW AND PERMITS	
Sealed Plans and Specifications and Estimate deliverables to County	10/17/25
Plans submittal to TDLR and Permit application submittal to City	10/24/25
Construction Permits received from City	11/21/25
Phase V - BIDDING, AWARD, AND EXECUTION	
Permitted Plans and Specifications and Estimate deliverables to County	11/28/25

County advertises project for Bid	12/19/25
Contract Award	01/19/26

Phase VI - CONSTRUCTION ADMINISTRATION

Contractor Notice to Proceed	01/26/26
Construction Substantial Completion	01/18/27

Phase VII - PROJECT CLOSE-OUT

Record Documents deliverables	02/15/27

All services shall be complete on, or before: **03/15/27**

EXHIBIT D

Williamson County
Vendor Reimbursement Policy

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

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

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 The County will only cover costs associated with travel for vendors outside a 45-mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for the County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $59.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $25.00 per day. The travel must be outside the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by a 45-mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only to vendors who do not have necessary personnel located within a 45-mile radius of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626, who are capable of carrying the vendor's obligations to the County. Meals will not be reimbursed to vendors who are located within a 45-mile radius of the Williamson County Courthouse.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)
7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by at least a 45-mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

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

9. Repayment of Non-reimbursable Expense.

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

10. Non-Reimbursable Expenses

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

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants

10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental
10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Technology Fees
10.27 Sales tax on goods purchased
10.28 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT E
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

1. I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that A/E and its principals:

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

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

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

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

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

Gessner Engineering, LLC

Sarah Korpita
Signature of Certifying Official

Sarah Korpita
Printed Name of Certifying Official

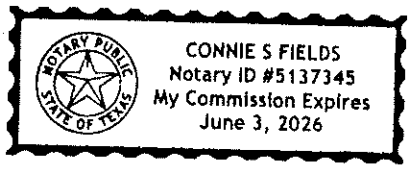
Vice President
Title of Certifying Official

2/28/25
Date

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

* federal, state, or local

SUBSCRIBED and sworn to before me, the undersigned authority, by Sarah Korpita (Signatory Name) the Vice President (Signatory Title) of Gessner Engineering (Entity Name), on behalf of said firm.



Connie Fields
Notary Public in and for the
State of Texas

My commission expires: June 3, 2026

EXHIBIT F

CERTIFICATES OF INSURANCE

A/E and Subconsultant Certificates of Insurance attached:

CONSULTANT
DESIGN DELIVERABLE
GUIDELINES



Facilities Management Division
3101 SE Inner Loop
Georgetown, TX 78626

Design services shall be conducted in Phases as outlined herein. Depending on project scope, not all items apply. Depending on project complexity and scope, Phases may be consolidated to expedite design delivery. Rejection procedures are outlined at the end of this document.

SCHEMATIC DESIGN PHASE

The interim deliverable early in this phase shall be used to document and validate project requirements and allocated construction budget.

This deliverable shall consist of the following PDF documents:

1) Opinion of probable cost to validate or modify preliminary construction budget provided by County.
2) Detailed design narrative to validate or modify Preliminary Scope of Work provided by County.
3) Initial design delivery schedule.

The deliverable at the end of this phase represents approximately 30% of the design effort and shall be of sufficient detail to show how the users' functional and technical requirements will be met.

This deliverable shall consist of the following PDF documents:

1) Budget Analysis
    a. If self-performed, provide an updated opinion of probable cost.
    b. If utilizing a professional cost estimator, participating in a CMAR or Design-Build project, coordinate with Cost Estimator or General Contractor to provide a preliminary cost estimate based upon schematic design information.
2) Design narrative
    a. include modifications to Preliminary Scope of Work provided by County.
    b. include preliminary engineering calculations for ALL disciplines required for project scope.
3) Schematic Specifications
    a. include completed Cover Sheet with draft Table of Contents for ALL disciplines required for project scope.
4) Schematic drawing set for ALL disciplines required for project scope
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
    c. include completed Cover Sheet with draft Index of Drawings for ALL disciplines required for project scope and applicable code compliance list.
    d. See specific minimum requirements for each discipline (if required for project scope):

Civil:	Provide concept Site Plan with grading and roadway layout
	Determine water supply and wastewater service
	If septic system is required, determine system type and size
Structural:	Determine concept structural system(s)
Architecture:	Plans, Elevations, overall Sections marked for Detail Sections
	Block-out window, door, finish and wall type schedules
Electrical:	Determine lighting type(s)
	Determine electrical distribution type(s)
	Review drawings for adequate space for electrical system(s)
	Initiate contacts with electric and telephone service providers
Mechanical:	Determine HVAC type(s)
	Review drawings for adequate space for HVAC system(s)
Plumbing:	Verify adequate sanitary sewer fall from building elevation
IT / Security:	TBD

5) Updated design delivery schedule.

DESIGN DEVELOPMENT PHASE

The deliverable at the end of this phase represents approximately 60% of the design effort and is intended to verify that the drawings, design analysis, specifications, and cost estimate are proceeding in a timely manner and that the design criteria and previous review comments have been correctly interpreted.

This deliverable shall consist of the following PDF documents:

1) Budget Analysis
    a. If self-performed, Architect shall provide an updated opinion of probable cost
    b. If utilizing a professional cost estimator or participating in a CMAR project, coordinate with Cost Estimator or General Contractor to provide a detailed cost estimate based upon design development information.
2) Design Analysis developed to approximately 60% completion
3) Red-lined marked-up specification sections for ALL disciplines required for project scope.
4) Approximately 60% complete drawings including those addressing construction phasing
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
    c. See specific requirements for each discipline (if required for project scope):

Civil:	Provide refined Site Plan with grading, roadway and parking
	Establish license / service agreements for water and wastewater
	If septic system is required, submit permit application to Wilco OSSF
Structural:	Provide preliminary design of structural systems
	Assist in obtaining Geotech borings
Architectural:	Noted Plans, Elevations, and Sections
	Floor, wall, roof Sections marked for Details
	Draft window, door, finish and wall type Schedules
Electrical:	Light fixtures located on drawings
	Receptacles located on drawings
	Panels located on drawings
	Circuits laid-out in single-line form
	Fixture schedule 60% complete
	Panels schedule 60% complete
	Riser diagram(s) 60% complete
Mechanical:	Equipment schedule complete
	Equipment located
	Ductwork laid-out
	Diffuser schedule complete
Plumbing:	Plumbing fixtures located on drawings
	Plumbing lines laid-out
	Fixture schedule(s) 60% complete
	Riser diagram(s) 60% complete
IT / Security:	TBD

5) Preliminary Material Finishes and Selections board
6) Updated design delivery schedule.
7) Sealed Site Permit drawings.

CONSTRUCTION DOCUMENTATION PHASE

*The deliverable at the end of this phase represents completion of proposed Construction Documents (**NO SEALS**) subject to incorporation of any review comments resulting from review of deliverable*.

This deliverable shall consist of the following PDF documents:

1) Budget Analysis
    a. If self-performed, Architect shall provide an updated opinion of probable cost
    b. If utilizing a professional cost estimator or participating in a CMAR project, coordinate with Cost Estimator or General Contractor to provide a final detailed cost estimate based upon construction documents.
2) Design Analysis with all items complete. It shall include all backup material previously submitted and revised (as necessary), all design calculations, all explanatory material giving the design rationale for any design decisions which would not be obvious to an engineer reviewing the final drawings and specifications.
3) Final edited specifications (**NO SEALS**).
4) Complete Drawings including those addressing project construction phasing. (**NO SEALS**)
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
    c. TDLR registration number included on Cover Sheet.
    d. See specific requirements for each discipline (if required for project scope):

Civil:	Details complete
	Approved licensing agreements and permits
Structural:	Details complete
Architecture:	Door / Window schedules complete
	Interior finish schedule(s) complete
	Details complete
Electrical:	Fixture schedule complete
	Panels schedule complete
	Riser diagram(s) complete
	Details complete
Mechanical:	Equipment schedule complete
	Diffuser schedule complete
	Details complete
Plumbing:	Fixture schedule complete
	Riser diagram(s) complete
	Irrigation connections complete (if required)
	Details complete
IT / Security	TBD

5) Final Material Finishes and Selections board
6) Proposed construction schedule.

REGULATORY REVIEW & PERMITTING PHASE

The deliverable at the end of this phase includes BIM/AutoCAD files and permitted Construction Documents.

At the beginning of this phase provide the following PDF documents for record:

1) Sealed Construction Drawings.
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
2) Sealed Specifications.
3) Complete Drawings submitted to Registered Accessibility Specialist (RAS) for review.

This deliverable shall consist of updated **REVIT model / AutoCAD DWGs** and the following PDF documents:

1) Permitted Site Development Drawings.
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
2) Permitted Construction Drawings.
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
3) Permitted Specifications.

CONSTRUCTION CONTRACT BIDDING, AWARD, & EXECUTION PHASE

The deliverable at the end of this phase includes BIM/AutoCAD files and revised Construction Documents.

This deliverable shall consist of updated **REVIT model / AutoCAD DWGs** and the following PDF documents:

1) Construction Drawings Addenda.
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
2) Specifications Addenda.
3) Bid Tabulation

CONSTRUCTION ADMINISTRATION PHASE

Various deliverables are required throughout this phase

As required, provide the following PDF documents:

1) Copies of Change Orders and Supplementary Drawings
2) Copies of reviewed shop drawings and submittals
3) Conformed drawing set for each issuance of Architect's Supplemental Instructions.
4) Reviews of Contractor's Pay Applications
5) Punch list of items needing correction before Substantial Completion Inspection
6) Written notice that contract has been performed in general conformance with plans and specifications and is ready for Final Inspection.

PROJECT CLOSE-OUT PHASE

The deliverable at the end of this phase includes record BIM/AutoCAD files and record Construction Documents.

This deliverable shall consist of updated **REVIT model / AutoCAD DWGs** and the following PDF documents:

1) "Clean" PDF of Building Plan(s) w/ Room #s coordinated with Fire Marshal review.
2) Record Construction Drawings.
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
3) Record Specifications.
4) Reviewed and compiled warranties, guarantees, and operation manuals

DELIVERABLE REVIEW STAMP

For standardization purposes during design Phases:

1) DO NOT track design review deliverables in the Revisions table of the Title Block.

2) Affix Interim Stamp with appropriate information in the location the Architect / Engineer seal will appear on each drawing sheet and Specifications title page.

3) See adjacent example for "Interim Stamp"



REJECTION OF DELIVERABLE

If the requirements of any deliverable phase are not met, the County will implement the following procedures:

1) The County will provide e-mail notice to Consultant that deliverable is rejected as soon as practical. Notice may include summary of deficiencies, red-line mark-ups, etc.

2) Consultant shall have seven (7) business days to resubmit with all required elements of the given review phase.

3) Within two (2) days of receipt of resubmission, the County will provide notice to Consultant that deliverable is accepted. At which point, the regular the County review process shall restart for the given review phase.

4) Rejected Consultant deliverables shall not impact overall deadline of the Project nor the review period allotted to the County officials.

5) Consultant shall provide an updated schedule showing interim submission date changes to make-up for any lost time.

6) Consultant shall not submit an invoice until the County accepts a Phase deliverable as functionally complete.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1277009

Date Filed:
03/04/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Gessner Engineering
Bryan, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
R&B Asphalt Tank Relocation
engineering

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Gessner Engineering, LLC	Bryan, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Sarah Korpita, and my date of birth is [redacted].

My address is [redacted]. _____, [redacted] _____, TX [redacted], USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Williamson County, State of Texas, on the 4 day of March (month), 20 25 (year).

Sarah Korpita
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1277009

Date Filed:
03/04/2025

Date Acknowledged:
03/17/2025

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Gessner Engineering
Bryan, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

R&B Asphalt Tank Relocation
engineering

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Gessner Engineering, LLC	Bryan, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **73.**

Meeting Date: 03/25/2025

Award of Professional Services Agreement for RFSQ #25RFSQ12 Planning, Design and Engineering for Southwest Regional Park Field & Track Upgrades to Halff Associates, Inc. for Parks/ Facilities Management

Submitted For: Joy Simonton **Submitted By:** Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding a Professional Services Agreement for RFSQ #25RFSQ12 Planning, Design and Engineering for Southwest Regional Park Field & Track Upgrades to Halff Associates, Inc, in the amount of Seven Hundred Nine Thousand, Two Hundred Five Dollars ($709,205.00) and execution of the agreement, funding source is P605.

Background

Williamson County sent out over 10,600 notifications with 116 document takers and received 8 submittals from qualified planners, landscape architects, architects and engineers to provide design services for Southwest Regional Park Field & Track Upgrades project, 3005 CR 175, Leander, TX 78641. Halff Associates, Inc. was determined to be the highest ranked firm through the evaluation process. Contract negotiations were conducted. Contract Audit and General Counsel reviewed. The funding source is P605 and the point of contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SWRP Field-Track Updates_PSA_Halff_031225

25RFSQ12 Halff submittal

25RFSQ12_Recommendation Ltr

25RFSQ12 Scoresheet_2025.01.10_Redacted

Form 1295 Halff Associates Complete

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/19/2025 09:37 PM
County Judge Exec Asst.	Andrea Schiele	03/19/2025 11:18 PM
Form Started By: Johnny Grimaldo		Started On: 03/14/2025 10:15 AM
Final Approval Date: 03/19/2025		

AGREEMENT FOR PLANNING, DESIGN & ENGINEERING SERVICES

PROJECT: **Southwest Regional Park – Field & Track Upgrades** ("Project")

PLANNER/ LANDSCAPE ARCHITECT/ ARCHITECT/ ENGINEER: **Halff Associates, Inc.** ("A/E")
James Hemenes, PLA/CPRE Vice President
13620 Briarwick Drive, Building C, Suite 100
Austin, TX 78729

COUNTY'S DESIGNATED REPRESENTATIVE: **Williamson County Parks Department**
Director of Parks
219 Perry Mayfield
Leander, Texas 78641

THIS AGREEMENT FOR PLANNING, DESIGN AND ENGINEERING SERVICES ("Agreement") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and A/E.

R E C I T A L S

WHEREAS, **V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A** entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional planners, landscape architects, architects and engineers; and

WHEREAS, County intends to **convert four (4) natural sports fields to synthetic turf for existing soccer fields 7, 8, 9 and existing football field 6, resurfacing the existing running track around the football field at the County's Southwest Regional Park**; and

WHEREAS, County desires that A/E perform certain professional services in connection with the Project; and

WHEREAS, A/E represents that it is qualified and desires to perform such services;

NOW, THEREFORE, County and A/E, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

ARTICLE 1
SCOPE OF AGREEMENT

A/E agrees to perform professional services in connection with the Project as stated herein, and for having rendered such services, County agrees to pay to A/E compensation as stated in the articles to follow.

ARTICLE 2
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

2.1 Contract Documents.
Contract Documents consist of this Agreement, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Agreement), and all fully executed Supplemental Agreements which are subsequently issued. These form the entire Agreement, and all are as fully a part of this Agreement as if attached to this Agreement or repeated herein.

2.2 Existing Information.
County shall provide A/E with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular Project at no cost to A/E; however, any and all such information shall remain the property of County and shall be returned, if County so instructs A/E.

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

2.3.1
2012 Edition of the Texas Accessibility Standards (TAS) regarding the Elimination of Architectural Barriers Program, including latest revisions (*see* 16 Tex. Admin. Code § 68.100; *see also* Tex. Gov't Code, Ch. 469).

2.3.2
Americans with Disabilities Act (ADA)

2.3.3
Williamson County Facilities Building Code Adoption List, 2020 edition as updated

2.3.4
Williamson County Consultant Design Submittal Guidelines, 2020 edition as updated

ARTICLE 3
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

3.1 Non-collusion.
A/E warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for A/E, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or subconsultant any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this

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

3.2 Debarment Certification.
A/E must sign the Debarment Certification enclosed herewith as **Exhibit E**.

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

ARTICLE 4
CHARACTER AND SCOPE OF SERVICES

4.1
In consideration of the compensation herein provided, A/E shall perform professional planning, design and engineering services for the Project, which are acceptable to County, based on standard planning, landscape architecture, architectural and engineering practices and the scope of work described on the Exhibits attached to this Agreement. A/E shall also serve as County's professional planner, landscape architect, architect and engineer in those phases of the Project to which this Agreement applies and will consult with and give advice to County during the performance of A/E's services.

4.2
A/E shall perform the following Basic Scope of Services (sometimes referred to herein as the “Basic Scope of Services”, “Basic Services” or the “Scope of Services”):

4.2.1
The Basic Scope of Services shall generally consist of all elements of work, meetings, materials, and equipment required for the development of the Project in accordance with the requirements, policies, and general practices of Williamson County.

4.2.2
As part of the Basic Services, A/E shall submit its work products to County for review as requested by County.

4.2.3
The detailed Basic Services for the Project is set forth herein as **Exhibit A** to this Agreement, which is expressly incorporated and made a part hereof.

ARTICLE 5
TIME FOR PERFORMANCE

5.1 Commencement.
A/E shall not commence work until A/E has been thoroughly briefed on the scope of the Project and has been notified in writing to proceed, as evidenced by a Notice to Proceed.

5.2 Duration.
A/E agrees to complete the Basic Services within the time period set forth in **Exhibit C**. The time limits set out therein may, for good cause, be extended, in writing, by County as the Project proceeds.

ARTICLE 6
COMPENSATION AND EXPENSES

6.1 Basic Fee.
For and in consideration of the Basic Services rendered by A/E, County shall pay to A/E up to **Seven Hundred Nine Thousand, Two Hundred Five Dollars ($709,205.)** hereinafter called the "Basic Fee".

The Basic Fee is based upon all estimated labor costs required in the performance of all items and phases of the Basic Services set forth in **Exhibit A**. Compensation for Basic Services will be paid by County by monthly invoices of percentage completion of fees by phase of the Basic Fee as set forth in **Exhibit B**. County will only be obligated to pay A/E for the performance of items and phases of the Basic Services actually rendered and incurred, which may be less than the above stated Basic Fee.

6.2 Expenses.
A/E shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit D**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and **must strictly comply with the Williamson County Vendor Reimbursement Policy**. The copies of the provider's invoice must evidence the actual costs billed to A/E without markup. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and must not exceed **Fourteen Thousand Dollars ($ 14,000.)**.

ARTICLE 7
ADDITIONAL SERVICES AND CHARGES

For the performance of services not specifically described as Basic Services under **Article 4** above (sometimes referred to herein as "Additional Services"), County shall pay and A/E shall receive, under a negotiated, written Supplemental Agreement, Additional Services compensation based upon invoices of percentage completion.

A/E shall not, however, be compensated for work made necessary by A/E's negligent errors or omissions. In the event of any dispute over the classification of A/E's services as Basic or

Additional Services under this Agreement, the decision of County shall be final and binding on A/E.

It is expressly understood and agreed that A/E shall not furnish any Additional Services without the prior written authorization of County by a negotiated Supplemental Agreement. County shall have no obligation to pay for such Additional Services which have been rendered without prior written authorization of County as hereinabove required.

ARTICLE 8
TIME OF PAYMENT; PAYMENT AND INTEREST; AND RIGHT TO AUDIT

8.1 Time of Payment.

During the performance of the services provided for in this Agreement, monthly payments shall be made based upon that portion of the services which has been completed.

On or about the last day of each calendar month during the performance of the Basic Services to be provided under this Agreement, A/E shall submit to County working documents in any stage of completion to demonstrate incremental progress of Basic Services and the compensation which is due for percentage completion of Basic Services.

On or about the last day of each calendar month during the performance of the Additional Services to be provided under **Article 7**, A/E shall submit to County working documents in any stage of completion to demonstrate incremental progress of Additional Services under an applicable Supplemental Agreement related thereto, and the compensation which is due for percentage completion of particular Additional Services.

County shall review the documentation and shall pay each statement as set forth in this **Article 8**, however, the approval or payment of any statement shall not be considered evidence of performance by A/E to the point indicated by such statement or of receipt or acceptance by County of the services covered by such statement. Final payment does not relieve A/E of the responsibility of correcting any errors or omissions resulting from A/E's negligence.

Upon submittal of the initial invoice, A/E shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

8.2 Prompt Payment Policy.

In accordance with **Chapter 2251, V.T.C.A., Texas Government Code**, payment to A/E will be made within **thirty (30) days** of the day on which the performance of services was complete, or within **thirty (30) days** of the day on which the County Auditor receives a correct invoice for services, whichever is later. A/E may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

8.2.1
There is a bona fide dispute between County and A/E concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

8.2.2
There is a bona fide dispute between A/E and a subcontractor/ subconsultant or between a subcontractor/ subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Basic Services performed which causes the payment to be late; or

8.2.3
The invoice is not submitted to Williamson County in strict accordance with instructions, if any, on the purchase order, or this Agreement or other such contractual agreement.

The County Auditor shall document to A/E the issues related to disputed invoices within **ten (10) calendar days** of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of **Texas Government Code, Chapter 2251, V.T.C.A**.

ARTICLE 9
PROJECT TEAM

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

Williamson County Parks Department
Attn: Director of Parks
219 Perry Mayfield
Leander, Texas 78641

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

A/E's Designated Representative for purposes of this Agreement is as follows:

Halff Associates, Inc.
Brian Binkowski, PLA/Associate Vice President
13620 Briarwick Drive, Building C, Suite 100
Austin, TX 78729

A/E shall have the right, from time to time, to change A/E's Designated Representative by giving

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

ARTICLE 10
NOTICE

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or A/E at the following addresses. If mailed, any notice or communication shall be deemed to be received **three (3) days** after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

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

With copy to: Williamson County Parks Department
Attn: Director of Parks
219 Perry Mayfield
Leander, Texas 78641

and to: Office of General Counsel
Williamson County Commissioners Court
401 W. 6th Street
Georgetown, Texas 78626

A/E: Halff Associates, Inc.
13620 Briarwick Drive, Building C, Suite 100
Austin, TX 78729

Attention: James Hemenes, PLA, CRPE
Vice President

Either party may designate a different address by giving the other party ten (10) days written notice.

ARTICLE 11
PROGRESS EVALUATION

A/E shall, from time to time during the progress of the Basic Services and, when applicable, progress of Additional Services, confer with County at County's election. A/E shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Basic Services and any applicable Additional Services. At the request of County or A/E, conferences shall be provided at A/E's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Basic Services and any applicable Additional Services. County may, from time to time, require A/E to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Basic Services or any applicable Additional Services does not satisfy the terms of this Agreement, then County shall review same with A/E to determine corrective action required.

A/E shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Basic Services and any applicable Additional Services, including but not limited to the following:

11.1
Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of this Agreement or preclude the attainment of Project Basic Services and any applicable Additional Services by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

11.2
Favorable developments or events which enable meeting goals sooner than anticipated in relation to this Agreement or any applicable Supplemental Agreement.

ARTICLE 12
CHANGES IN COMPLETED BASIC SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Basic Services or parts thereof which involve changes to the original Basic Services or character of Basic Services under this Agreement, then A/E shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Services and paid for as specified under **Article 7** and **Article 8**. A/E shall make revisions to Basic Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Basic Services.

ARTICLE 13
REVIEW PROCESS AND REVISIONS TO A/E WORK PRODUCT

13.1 Review Process.

A/E's Work Product will be reviewed by County under its applicable technical requirements and procedures, as follows:

13.1.1 Submittal.
Reports, plans, surveys, field notes, original drawings, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, data, sketches and/or schematics prepared by A/E and supporting documents (collectively referred to hereinabove and hereinafter as the "A/E Work Product(s)"), shall be submitted by A/E on or before the dates specified for completion, as set out in the Production Schedule set forth in **Exhibit C**.

13.1.2 Completion.
Reports, plans, specifications, and supporting documents shall be submitted by A/E on or before the dates specified in **Exhibit C**. Upon receipt of same, the submission shall be checked for completion. "Completion" or “Complete” shall be defined as all of the required items, as set out in **Exhibit A**, have been included in compliance with the requirements of this Agreement. The completeness of any Basic Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify A/E in writing within such thirty (30) day period if such Basic Services have been found to be incomplete. If the submission is Complete, County will notify A/E and County’s technical review process will begin.

If the submission is not Complete, County will notify A/E, who shall perform such professional services as are required to complete the Basic Services and resubmit it to County. This process shall be repeated until a submission is Complete.

13.1.3 Acceptance.
County will review the completed Basic Services in each design phase for compliance with this Agreement and general conformance with the Design Deliverable Guidelines. "Acceptance" or “Accepted” shall mean that in County’s reasonable opinion, substantial compliance with the requirements of this Agreement has been achieved.

If a lack of coordination between subconsultant documents is discovered in the A/E work product, which is not specifically called-out by A/E as a pending coordination item, the work product will be returned to A/E along with written email notification which may describe preliminary deficiencies discovered and may reference the terms of **Paragraph 13.1.3** of this Agreement. A/E shall perform any required corrections to Basic Services and resubmit to County.

Should this process need to be repeated for the same or subsequent deficiencies related to the initial deficiencies, County will issue a marked-up work product to A/E indicating specific deficiencies for correction. County will also issue a notice for A/E to deduct **One Thousand Dollars ($ 1,000)** from the A/E ‘s Basic Fee on the next invoice for each occurrence until the Basic Services are Accepted.

13.1.4 Final Approval.

After Acceptance, A/E shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by County. "Final Approval" in this sense shall mean formal recognition that the Basic Services have been fully carried out.

13.2 Revision to A/E Work Product.

A/E shall make, without expense to County, such revisions to A/E Work Product as may be required to correct negligent errors or omissions so A/E Work Product meets the needs of County, but after the approval of A/E Work Product any revisions, additions, or other modifications made at County's request which involve extra services and expenses to A/E shall entitle A/E to additional compensation for such extra services and expenses; provided, however, A/E hereby agrees to perform any necessary corrections to A/E Work Products which are found to be in negligent error or omission as a result of A/E's development of A/E Work Product, at any time, without additional compensation. If it is necessary, due to such error or omission by A/E, to revise any A/E Work Product in order to make the Project constructible, A/E shall do so without additional compensation. In the event of any dispute over the classification of A/E's Work Products as Complete, Accepted, or Approved under this Agreement, the decision of County shall be final and binding on A/E, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

13.3 Days.

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

13.4 County's Reliance on A/E.

A/E's duties as set forth herein shall at no time be in any way diminished by reason of any review, evaluation, or approval by County nor shall A/E be released from any liability by reason of such review, evaluation or approval by County, it being understood that County, at all times, is ultimately relying upon A/E's skill, ability, and knowledge in performing the Basic Services required hereunder.

ARTICLE 14
SUSPENSION

Should County desire to suspend the Basic Services, but not to terminate this Agreement, then such suspension may be effected by County giving A/E **thirty (30) calendar days'** verbal notification followed by written confirmation to that effect. Such **thirty (30)-day** notice may be waived in writing by agreement and signature of both parties. The Basic Services may be reinstated and resumed in full force and effect within **sixty (60) days** of receipt of written notice from County to resume the Basic Services. Such **sixty (60)-day** notice may be waived in writing by agreement and signature of both parties. If this Agreement is suspended for more than **thirty (30) days**, A/E shall have the option of terminating this Agreement and, in the event, A/E shall be compensated for all Basic Services performed and reimbursable expenses incurred, provided such Basic Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

County assumes no liability for Basic Services performed or costs incurred prior to the date authorized by County for A/E to begin Basic Services, and/or during periods when Basic Services are suspended, and/or subsequent to the completion date.

ARTICLE 15
VIOLATION OF CONTRACT TERMS/ BREACH OF CONTRACT

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

ARTICLE 16
TERMINATION

This Agreement may be terminated as set forth below.

16.1
By mutual agreement and consent, in writing, of both parties.

16.2
By County, by notice in writing to A/E, as a consequence of failure by A/E to perform the Basic Services set forth herein in a satisfactory manner.

16.3
By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

16.4
By County, for reasons of its own and not subject to the mutual consent of A/E, upon not less than **thirty (30) days** written notice to A/E.

16.5
By satisfactory completion of all Basic Services and obligations described herein.

Should County terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to A/E. In determining the value of the Basic Services performed by A/E prior to termination, County shall be the sole judge. Compensation for Basic Services at termination will be based on a percentage of the Basic Services completed at that time. Should County terminate this Agreement under **Section 16.4** above, then the amount charged during the **thirty (30)-day** notice period shall not exceed the amount charged during the preceding **thirty (30) days**.

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

The termination of this Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Agreement. If the termination of this Agreement is due to the failure of A/E to fulfill its contractual obligations, then

County may take over the Project and prosecute the Basic Services to completion. In such case, A/E shall be liable to County for any additional and reasonable costs incurred by County.

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

ARTICLE 17
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications, and data or programs stored electronically, (hereinafter referred to as "A/E Work Products") prepared by A/E and its subcontractors/ subconsultants are related exclusively to the services described in this Agreement and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of A/E's designs under this Agreement (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to A/E.

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

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

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

Prior to A/E providing to County any A/E Work Products in electronic form or County providing to A/E any electronic data for incorporation into A/E Work Products, County and A/E shall, by

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

A/E shall have no liability for changes made to the drawings by other consultants subsequent to the completion of the Project. Any such change shall be sealed by A/E making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 18
PERSONNEL, EQUIPMENT, AND MATERIAL

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

ARTICLE 19
SUBCONTRACTING

A/E shall not assign, subcontract, or transfer any portion of the Basic Services under this Agreement without prior written approval from County. All subcontracts shall include the provisions required in this Agreement. No subcontract shall relieve A/E of any responsibilities under this Agreement.

ARTICLE 20
MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the right herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

ARTICLE 21
COMPLIANCE WITH LAWS

21.1 Compliance.
A/E shall render the services hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the planning, landscape architecture, architecture and engineering professions, and in recognition of such standards, A/E shall comply with all applicable federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including, without limitation, minimum/ maximum salary and wage statutes and regulations, and licensing laws and regulations. A/E shall furnish County with satisfactory proof of its compliance.

A/E shall further obtain all permits and licenses required in the performance of the Basic Services contracted for herein.

21.2 Taxes.
A/E shall pay all taxes, if any, required by law arising by virtue of the Basic Services performed hereunder. County is qualified for exemption pursuant to the provisions of **Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act**.

ARTICLE 22
INDEMNIFICATION

A/E AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY A/E, A/E'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH A/E INCLUDING, WITHOUT LIMITATION, A/E'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH A/E EXERCISES CONTROL.

A/E FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A/E'S FAILURE TO PAY A/E'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS AGREEMENT BY A/E.

A/E FURTHER AGREES TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY A/E IN THE PERFORMANCE OF THIS AGREEMENT.

THE LIMITS OF INSURANCE REQUIRED IN THIS AGREEMENT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT A/E'S OBLIGATIONS UNDER THIS **ARTICLE 22**. THE TERMS AND CONDITIONS

CONTAINED IN THIS **ARTICLE 22** SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF COUNTY OR THIRD PARTIES FOR WHOM A/E IS NOT LEGALLY LIABLE, A/E'S OBLIGATIONS SHALL BE IN PROPORTION TO A/E'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST COUNTY IN WHICH CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY ACTS, ERRORS OR OMISSIONS OF A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS IN THE CONSTRUCTION DOCUMENTS OR IN THE ADMINISTRATION OF THIS AGREEMENT BY A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, AND/OR INADEQUATE SERVICES PURSUANT TO THE CONSTRUCTION PHASE-ADMINISTRATION OF THE CONSTRUCTION CONTRACT AS DEFINED AND REQUIRED BY THIS AGREEMENT, AGREEMENT EXHIBITS AND THE CONSTRUCTION CONTRACT DOCUMENTS, THEN COUNTY SHALL HAVE THE RIGHT TO JOIN A/E AT COUNTY'S COST. A/E SHALL ALSO HOLD COUNTY HARMLESS AND INDEMNIFY COUNTY TO THE EXTENT THAT A/E, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE A/E, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
PROFESSIONAL'S RESPONSIBILITIES

A/E shall be responsible for the accuracy of its Professional Services and shall promptly make necessary revisions or corrections to its Work Product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine A/E's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of **Article 31**. A/E shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
PROFESSIONAL'S SEAL

The responsible planner, landscape architect, architect and engineer shall sign, seal, and date all appropriate submissions to County in accordance with Texas laws and the rules of the State Boards of Registration for Professionals.

ARTICLE 25
INSURANCE

A/E must comply with the following insurance requirements at all times during this Agreement:

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

25.1.1 Worker's Compensation in accordance with statutory requirements.
25.1.2 Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
25.1.3 Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of $1,000,000.00 each accident.
25.1.4 Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

25.2 Certification of Coverage. Prior to the performance of any A/Eing Services, A/E shall furnish County with a Certificate of Insurance issued by the insurer evidencing the required coverages and terms under this article. The initial Certificate of Insurance is evidenced as **Exhibit F** herein entitled "Certificates of Insurance." As further set out below, A/E shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of A/E hereunder.

25.3 Additional Insureds; Waiver of Subrogation. "Williamson County, Texas, its directors, officers and employees" shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where "Williamson County, Texas, its directors, officers and employees" are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

25.4 Certificate Holder. The name of the Certificate Holder in the Certificate of Insurance issued by the insurer shall be as follows:

Williamson County, Texas
C/O: Williamson County Risk Management
301 SE Inner Loop
Georgetown, TX. 78626
Email: coi.submission@wilco.org

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

1. County shall be notified ten (10) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail, and by email to:

   Williamson County, Texas
   C/O: Williamson County Risk Management
   301 SE Inner Loop
   Georgetown, TX. 78626
   Email: coi.submission@wilco.org

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

25.6 Notices by A/E. A/E shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requirements set forth hereunder, A/E shall also notify County, within twenty-four (24) hours of receipt of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

25.7 Premiums and Deductible. A/E shall be responsible for payment of premiums for all of the insurance coverages required under this section. A/E further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the A/E is responsible hereunder, A/E shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over **$50,000** in the A/E's insurance must be declared and approved in writing by County in advance.

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

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

25.10 Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of A/E, A/E shall require each subcontractor/subconsultant performing work under this Agreement (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Agreement, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article, including the required provisions and additional policy conditions as shown below in this Article. Any requests for consent to reduce any insurance coverage limits requirements for A/E's subcontractors/subconsultants must be provided to County in writing and must set forth reasoning and justifications for decreasing such coverage limits. County may, at its sole discretion, consent to a reduction in the insurance coverage limits requirements for A/E's subcontractors/subconsultants; provided, however, consent by County must be in writing and such consent shall not relieve or decrease the liability of A/E hereunder.

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

25.11 Cost of Insurance. The cost of all insurance required herein to be secured and maintained by A/E shall be borne solely by A/E.

ARTICLE 26
SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. A/E may not assign, sublet, or transfer any interest in this Agreement, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 27
SEVERABILITY

In the event any 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, then 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.

ARTICLE 28
PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the sole agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter defined herein. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 29
A/E'S ACCOUNTING RECORDS

A/E agrees to maintain, for a period of **three (3) years** after final payment under this Agreement, detailed records, books, documents, and papers which are directly pertinent to the services to be performed under this Agreement and records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for the purposes of making audits, examinations, excerpts and transcriptions. A/E 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 detailed records, books, documents, and papers which are directly pertinent to the services to be performed under this Agreement and records of reimbursable costs and expenses of other providers for the purposes of making audits, examinations, excerpts, and transcriptions. A/E further agrees that County shall have access during normal working hours to all necessary A/E facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this **Article 29**. County shall give A/E reasonable advance notice of intended audits.

ARTICLE 30
GENERAL PROVISIONS

30.1 Time is of the Essence.
A/E understands and agrees that time is of the essence and that any failure of A/E to complete the Basic Services within the agreed Production Schedule set out in **Exhibit C** may constitute a material breach of this Agreement. A/E shall be fully responsible for its delays or for failures to use its reasonable efforts in accordance with the terms of this Agreement and A/E's standard of performance as defined herein. Where damage is caused to County due to A/E's negligent failure to perform, County may accordingly withhold, to the extent of such damage, A/E's payments hereunder without waiver of any of County's additional legal rights or remedies.

30.2 Force Majeure.
Neither County nor A/E shall be deemed in violation of this Agreement if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

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

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

30.5 Opinion of Probable Cost.
Any opinions of probable Project cost or probable construction cost provided by A/E are made on the basis of information available to A/E and on the basis of A/E's experience and qualifications and represents its judgment as an experienced and qualified professional. However, since A/E has no control over the cost of labor, materials, equipment, or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, A/E does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost A/E prepares.

30.6 Opinions and Determinations.
Where the terms of this Agreement provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

30.7 Reports of Accidents.
Within **twenty-four (24) hours** after A/E becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of A/E), whether or not it results from, or involves, any action or failure

to act by A/E or any employee or agent of A/E and which arises in any manner from the performance of this Agreement, A/E shall send a written report of such accident or other event to County, setting forth a full and concise statement of the facts pertaining thereto. A/E shall also immediately send to County a copy of any summons, subpoena, notice, or other documents served upon A/E, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from A/E's performance of work under this Agreement.

30.8 Gender, Number, and Headings.

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

30.9 Construction.

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

30.10 Independent Contractor Relationship.

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

30.11 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.

30.12 Texas Public Information Act.

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

30.13 Governing Terms and Conditions.

If there is an irreconcilable conflict between the terms and conditions set forth in this Agreement or any Supplemental Agreement and the terms and conditions set forth in any Exhibit, Appendix to this Agreement, the terms and conditions set forth in this Agreement or any Supplemental

Agreement shall control over the terms and conditions set forth in any Exhibit, Appendix to this Agreement.

30.14 Appropriation of Funds by County.

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. A/E understands and agrees that 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. It is further understood and agreed by A/E that County shall have the right to terminate this Agreement at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may affect such termination by giving written notice of termination to A/E.

ARTICLE 31
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and A/E shall 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, claim for benefits, 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. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Agreement shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation, if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of this Agreement.

ARTICLE 32
EQUAL OPPORTUNITY IN EMPLOYMENT

The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

ARTICLE 33
MERGER

The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

ARTICLE 34
PUBLIC CONTACT

Contact with the news media, citizens of Williamson County or governmental agencies shall be the responsibility of County. Under no circumstances shall A/E release any material or information developed in the performance of its services hereunder without the express written permission of County.

ARTICLE 35
A/E's REPRESENTATIONS

A/E represents that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to complete the services and perform its obligation under this Agreement and under the Contract Documents. A/E further represents and acknowledges that: (a) it is a sophisticated business entity that possesses the required level of experience and expertise in business administration, construction, and contract administration of projects of similar or like size, complexity, and nature as the Project and (b) the fee stated in this Agreement is adequate compensation for the timely completion of the Basic Services.

ARTICLE 36
CONFIDENTIALITY

A/E hereby acknowledges the services to be performed hereunder pertain to a secured correctional facility (Williamson County Jail) and that A/E must ensure that information relating all areas of the Williamson County Jail must not be disclosed to third parties. A/E expressly agrees that its employees, agents, or any other person or entity under contract with A/E including, without limitation, A/E's subconsultants, or any other entity over which A/E exercises control will not use any information relating to the Williamson County Jail that may be obtained while providing services hereunder for any purpose other than for what is necessary to perform the required services. A/E agrees to use the same degree of care as it uses to protect the confidentiality of its own confidential information, but no less than reasonable precautions to maintain confidentiality with respect to the Williamson County Jail, and to prevent disclosure thereof to persons other than its employees, agents, any other person or entity under contract with A/E including, without limitation, A/E's subconsultants, or any other entity over which A/E exercises control who need access to information regarding the Williamson County Jail to carry out their obligations under this Agreement. A/E agrees that A/E and its employees, agents, any other person or entity under contract with A/E including, without limitation, A/E's subconsultants, or any other entity over which A/E exercises control will not enter any unauthorized areas of the Wiliamson County Jail and will not disclose any information to unauthorized third parties and will take care to guard the security

of the information at all times. A/E agrees that all of its employees, agents, any other person or entity under contract with A/E including, without limitation, A/E's subconsultants, or any other entity over which A/E exercises control shall be subject to background checks and that the Williamson County Sheriff or his agent will perform checks. County shall retain the right to deny right of entry to the Williamson County Jail to anyone.

ARTICLE 37
SIGNATORY WARRANTY

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

IN WITNESS WHEREOF, County has caused this Agreement to be signed in its name by its duly authorized County Judge, or presiding officer of the Williamson County Commissioners Court in the absence of the County Judge, thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

A/E:
Halff Associates, Inc.

By: _____
Signature

M. James Hemenet
Printed Name

V.P. - Director of L.A.
Title

Date Signed: 3/13/2025

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

EXHIBIT A

SCOPE OF BASIC SERVICES

THE FOLLOWING SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE AGREEMENT. TO THE EXTENT THIS SCOPE OF SERVICES IS INCONSISTENT WITH THE AGREEMENT, THE AGREEMENT WILL SUPERSEDE THE SCOPE OF SERVICES AND WILL BE CONTROLLING.

In consideration of the Basic Fee provided in the Agreement, A/E shall perform the following Basic Services, based on standard planning, landscape architectural, architectural and engineering practices:

These services may include, but are not limited to as-built drawings, programming, architectural, structural, civil, mechanical, plumbing, electrical, hazardous materials, IT and security, landscape and irrigation, cost estimates and construction administration, master planning, facility condition assessment, forensic investigations, real estate evaluations, and specialized studies and analyses as agreed to by County and A/E.

GENERAL REQUIREMENTS

Design Criteria. A/E shall prepare all work in accordance with the latest version of applicable County's procedures, specifications, manuals, guidelines, standard drawings, and standard specifications. A/E shall prepare each Plans, Specifications, and Estimates (PS&E) package in a form suitable for letting through County's construction contract bidding and awarding process.

Right-of-Entry and Coordination. A/E shall notify County and secure permission to enter private property to perform any surveying, environmental, engineering or geotechnical activities needed off County property. In pursuance of County's policy with the general public, A/E shall not commit acts which would result in damages to private property, and A/E shall make every effort to comply with the wishes and address the concerns of affected private property owners. A/E shall contact each property owner prior to any entry onto the owner's property and shall request concurrence from County prior to each entry.

A/E shall notify County and coordinate with adjacent A/Es on all controls at project interfaces.

A/E shall prepare each exhibit necessary for approval by each utility, and other governmental or regulatory agency in compliance with the applicable format and guidelines required by each entity and as approved by County. A/E shall notify County in writing prior to beginning any services on any outside agency's exhibit.

Progress Reporting. A/E shall submit monthly (at a minimum) a progress status e-mail to County's Project Manager (PM) regardless of whether A/E is invoicing for that month.

A/E shall prepare and maintain a design and estimated construction schedule in a format reasonably acceptable to County during project phases prior to the Construction Administration Phase. A/E shall schedule milestone submittals per **Exhibit C – Production Schedule**.

Contractor shall prepare and maintain a construction schedule in Gantt chart format during the project Construction Administration Phase through the Close-out Phase.

Within **thirty (30) days** of completion of construction of the project, A/E shall deliver all electronic files in formats reasonably acceptable to County.

Final payment is contingent upon County's receipt and confirmation by County's PM that the electronic files function and are formatted in accordance with the Agreement and all review comments are addressed.

A/E shall prepare a letter of transmittal to accompany each document submittal to County. At a minimum, the letter of transmittal must include County's project name, Agreement and Work Authorization numbers, as well as facility name and address.

Coordination. A/E shall coordinate issues through County's PM. County will communicate, in writing, resolution of issues and provide A/E direction through County's PM.

Level of Effort. A/E shall base the level of effort at each phase on the prior work developed in earlier phases without unnecessary repetition or re-study.

Quality Assurance (QA) and Quality Control (QC). A/E shall provide peer review at all levels. For each deliverable, A/E shall maintain evidence of A/E's internal review and mark-up of that deliverable as preparation for submittal. When internal mark-ups are requested by County in advance, County, at its sole discretion, may reject the deliverable should A/E fail to provide the evidence of internal mark-ups. A/E shall clearly label each document submitted for quality assurance as an internal mark-up document.

A/E shall perform QA and QC on all consultant products (when applicable to the project) prior to delivery to County. If, during the course of reviewing a submittal, it becomes apparent to County that the submittal contains unreasonable errors, omissions, or inconsistencies, County may cease its review and immediately return the submittal for appropriate action by A/E.

A submittal returned to A/E for this reason is not a submittal for purposes of the submission schedule. Rejected submittals shall neither impact the overall deadline of the Project nor the review period allotted to County officials. A/E shall provide an updated schedule showing interim submission date changes to make-up for any lost time. A/E shall not submit an invoice until County accepts the submittal as reasonably complete.

Organization of Plan Sheets. The PS&E package shall be complete and organized in a manner that is suitable for the bidding and awarding of a construction contract.

Naming of Electronic Project Files and Organization of Design Project Folders. A/E shall use succinct and understandable file names including project name, document content, and date created (i.e. "*Project_DOCUMENT_yyyy.mm.dd*"). A/E shall maintain files in an organized folder structure that is readily understandable to outside users to facilitate communication and minimize complications in project close-out.

Referenced Documents. County standardized design and procedure documents are provided for public reference at the following web address:

https://www.wilcotx.gov/376/Facilities-Management

SCOPE OF WORK:

Williamson County Southwest Regional Park
3005 County Road 175, Leander, TX 78641
Parks Department
P#605

Convert four (4) natural sports fields to synthetic turf for existing soccer fields 7, 8, 9 and existing football field 6, resurfacing the existing running track around the football field. Study the option for striping multiple sport uses. The project includes all utility and drainage infrastructure, parking modifications and accessible walkways to each field, permanent perimeter security fencing around fields, and existing landscape/irrigation modifications as required. The construction budget provide for this project is $6.5 million.

Design services shall be conducted in phases as outlined herein. Phases may be combined to expedite design process when defined in **Exhibit C – Production Schedule**. Individual phases or groups of phases shall be authorized herein or by fully executed Supplemental Agreement.

Phase I - SCHEMATIC DESIGN - 30% Program, Plans, Outline Specifications and Estimate

Upon receipt of written Notice to Proceed, A/E shall accomplish the following:

A. Investigate site/facility and verify known existing or available utility locations.

B. Advise County of any changes, additions, or corrections to the preliminary program, plans, specifications, and budget.

C. Review applicable codes and ordinances and perform the following:
   a. Topographic & Tree Survey.
   b. Hydrologic and Hydraulic (H & H) Modeling Analysis.
   c. Cultural Resources Services.
   d. Waters of the US Delineation and Section 404 Permitting Assessment.
   e. Karst Feature Survey and Geologic Assessment.
   f. Geotechnical Engineering Services.

D. Prepare overall project base map with available updated information and data that has changed from the initial Turf Feasibility Study (April 2023)

E. Perform a kick-off program verification meeting with the design team, County and key stakeholders (as required) to identify project goals, program of proposed facilities and intended uses, review schedule and milestones.

F. Provide the following deliverables in accordance with County's Design Submittal Guidelines:
   a. Site Plans
   b. Rough Grading Plans

c. Drainage and infrastructure analysis
d. Identify any utility adjustments

G. Review draft Schematic Design document comments, changes, additions, or corrections with the County

Phase II - DESIGN DEVELOPMENT – 60% Plans, Specifications and Estimate

Upon County acceptance of previous phase, A/E shall proceed with the following:

A. Consult freely with County concerning the principal phases of the work and immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design Phase.

B. Develop plans and specifications, which indicate materials and construction methods.

C. Provide preliminary turf materials selection to County for review.

D. Prepare a Design Development level cost estimate in a form acceptable to County.

E. Provide the following deliverables in accordance with County's Design Submittal Guidelines.

a. Demolition Plans
b. Erosion/Sedimentation Control Plans
c. Tree Protection Plans
d. Site Plans
e. Grading Plans
f. Drainage Plans
g. Utility Adjustment Plans
h. Revegetation Plans

F. Review draft Design Development document comments, changes, additions, or corrections with the County

Phase III - CONSTRUCTION DOCUMENTS – 100% Plans, Specifications, and Estimate

Upon County acceptance of previous phase, A/E shall proceed with the following:

A. Prepare complete plans, specifications and engineering calculations (without professional seals) setting forth in detail the work required for the civil, landscaping and irrigation, and site work.

B. Consult freely with County concerning the principal phases of the work immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design and Design Development Phases.

C. Prepare a detailed cost estimate of the project on a form acceptable to County.

D. Prepare a construction schedule with a Gantt chart or other County approved

format which lists the anticipated major activities required to complete the project.

E. Complete the PS&E for the entire Project and its component parts. The Project detailed cost estimate shall not exceed the project construction budget as approved in writing by County.

F. Update preliminary turf materials selection or provide new for County project records.

G. Provide the following deliverables in accordance with County's Design Submittal Guidelines.
   a. Demolition Plans
   b. Erosion/Sedimentation Control Plans
   c. Tree Protection Plans
   d. Site Plans
   e. Grading Plans
   f. Drainage Plans
   g. Utility Adjustment Plans
   h. Revegetation Plans
   i. Construction Details

H. Review draft construction drawings (100%) and document comments, changes, additions, or corrections with the County.

Phase IV – REGULATORY REVIEW AND PERMITS - Plans, Specifications, and Permits:

Upon County acceptance of previous phase, A/E shall proceed with the following:

A. **WILLIAMSON COUNTY SITE DEVELOPMENT PERMIT**
A/E shall follow all required development permit processes within the Williamson COUNTY Development Services. A/E shall schedule and attend a pre-development meeting and provide all documents necessary to secure approvals and permitting.

B. **TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ): EDWARDS AQUIFER WATER POLLUTION ABATEMENT PLAN (WPAP)** A/E shall provide the following services:
   a. Prepare a formal TCEQ WPAP application for the proposed field improvements.
   b. Review and incorporate Geological Assessment / Karst Survey within application.
   c. Meet with TCEQ to review application and address any comments required for approval/permitting.

C. **TEXAS DEPARTMENT OF LICENSING AND REGULATIONS (TDLR): TEXAS ACCESSIBILITY STANDARDS (TAS) COMPLIANCE** A/E shall provide the following services:
   a. Register the project with the TDLR
   b. Register as the Owner's Designated Agent for further correspondence with TDLR and Registered Accessibility Specialist (RAS).

c. Submit plans and address any comments as required for conditional plan approval to secure compliance with the Texas Accessibility Standards and American with Disabilities Act.

D. Notify County's PM of any required submittal fees to be paid by County.

E. Revise plans and specifications as necessary to conform to permitting, accessibility, and budget requirements without additional charge to County.

F. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase V – CONSTRUCTION CONTRACT BIDDING, AWARD, AND EXECUTION

Upon County acceptance of previous phase, A/E shall proceed with the following:

A. Participate in a Pre-bid Meeting, answer RFI's from Contractors and suppliers, and prepare addenda items as required.

B. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase VI - CONSTRUCTION ADMINISTRATION - Project Observation

Upon County acceptance of previous phase, A/E shall perform the following services:

A. Provide general administration and be County's representative during the construction of the project. Advise, consult, and issue County's instructions to Contractor in writing with copies furnished to all parties. Prepare change orders and supplementary drawings.

B. Provide conformed construction drawing and specification sets for each issuance of Architect's Supplemental Instructions.

C. Conduct and oversee pre-construction meeting.

D. Process/ respond to Requests for Information, Change Proposals, Change Orders, Change Directives

E. Review/ approve shop drawings, submittals, samples and mock-ups. Submit copies of each shop drawing and submittal of materials and equipment to County.

F. Conduct and oversee bi-weekly progress meetings.

G. Conduct site visits with personnel technically qualified by education and experience to competently observe relevant aspects of construction. Make necessary observations to determine if workmanship and quality of materials generally conform to the plans and specifications, and that provisions of the contract are complied with.

H. Reject work performed by Contractor which does not meet the requirements of the Construction Documents; and, order removal and replacement of such work.

I. Review progress estimates of work performed and invoiced by Contractor. Within

three (3) business days of receipt, submit written reviews to County.

J. Coordinate Texas Accessibility Standards (TAS) Inspection to be concurrent with Substantial Completion Inspection.

K. Accompany County on Substantial Completion Inspection with appropriate staff and affiliates. Prepare a punch list of items needing correction. After Contractor has performed the required corrections, notify County in writing that the contract has been performed in general conformance with the plans and specifications and is ready for Final Inspection.

L. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase VII – PROJECT CLOSE-OUT – Final Inspection and Document Review:

Upon County acceptance of previous phase, A/E shall perform the following services:

A. Accompany County on Final Inspection to determine if construction has been completed in general accordance with the Contract Documents.

B. Review warranties, guarantees, bonds, equipment operating instructions, and similar deliverables to verify receipt, and general conformance to requirements of the Contract.

C. After determining that the general requirements of the Plans and Specifications have been met, certify and approve Contractor's Final Application for Payment.

D. Upon completion of construction and prior to the request for final payment, make changes in the original REVIT or model CAD files of the Project to show changes made and noted by Contractor of the work and final location of the mechanical service lines and outlets including outside utilities. Develop project Record Construction Drawings and Specifications.

E. Provide deliverables in accordance with County's Design Submittal Guidelines.

EXHIBIT B

FEE SCHEDULE

This schedule indicates fees by Phase of the Basic Fee:		**$ 709,205**	100%
99%	**Halff**	**$ 704,205**	
1%	**Beyond Engineering & Testing**	**$ 5,000**	
Phase I - SCHEMATIC DESIGN		**$ 126,422**	18%
	Halff	$ 126,422	
	Beyond Engineering & Testing	$ -	
Phase II - DESIGN DEVELOPMENT		**$ 299,179**	42%
	Halff	$ 294,179	
	Beyond Engineering & Testing	$ 5,000	
Phase III - CONSTRUCTION DOCUMENTS		**$ 102,692**	14%
	Halff	$ 102,692	
	Beyond Engineering & Testing	$ -	
Phase IV - REGULATORY REVIEW AND PERMITS		**$ 39,284**	6%
	Halff	$ 39,284	
	Beyond Engineering & Testing	$ -	
Phase V - BIDDING, AWARD, AND EXECUTION		**$ 24,036**	3%
	Halff	$ 24,036	
	Beyond Engineering & Testing	$ -	
Phase VI - CONSTRUCTION ADMINISTRATION		**$ 104,100**	15%
	Halff	$ 104,100	
	Beyond Engineering & Testing	$ -	

Phase VII - PROJECT CLOSE-OUT	**$**	**13,492**	2%
Halff	$	13,492	
Beyond Engineering & Testing	$	-	

EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within **Six Hundred Sixty-Seventy (667) calendar days** from the date of this Agreement.

The above time limits may, for good cause, be extended, in writing, by County as the Project proceeds.

The schedule below indicates various project milestones and target dates. Standard end-of-phase review periods for County shall be (21) calendar days.

Agreement Execution Date	**03/25/25**
Phase I - SCHEMATIC DESIGN	
Preliminary Scope and Budget analysis deliverables	04/21/25
30% Plans, Specifications and Estimate deliverables	05/30/25
County written authorization to proceed to next phase	06/02/25
Phase II - DESIGN DEVELOPMENT	
60% Plans, Specifications and Estimate deliverables	08/06/25
County written authorization to proceed to next phase	08/11/25
Phase III - CONSTRUCTION DOCUMENTS	
Complete Plans, Specifications and Estimate deliverables	10/07/25
County written authorization to proceed to next phase	10/13/25
Phase IV - REGULATORY REVIEW AND PERMITS	
Sealed Plans and Specifications and Estimate deliverables to County	10/20/25
Permit application submittals	10/27/25
Permits received	01/26/26
Phase V - BIDDING, AWARD, AND EXECUTION	
Permitted Plans and Specifications and Estimate deliverables to County	01/26/26
County advertises project for Bid	02/06/26

Contract Award	03/06/26

Phase VI - CONSTRUCTION ADMINISTRATION

Contractor Notice to Proceed	03/13/26
Construction Substantial Completion	12/08/26

Phase VII - PROJECT CLOSE-OUT

Record Documents deliverables	01/05/27

All services shall be complete on, or before: **01/21/27**

EXHIBIT D

Williamson County
Vendor Reimbursement Policy

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

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

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 The County will only cover costs associated with travel for vendors outside a 45-mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for the County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $59.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $25.00 per day. The travel must be outside the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by a 45-mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only to vendors who do not have necessary personnel located within a 45-mile radius of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626, who are capable of carrying the vendor's obligations to the County. Meals will not be reimbursed to vendors who are located within a 45-mile radius of the Williamson County Courthouse.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)
7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by at least a 45-mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

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

9. Repayment of Non-reimbursable Expense.

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

10. Non-Reimbursable Expenses

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

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants

10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental
10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Technology Fees
10.27 Sales tax on goods purchased
10.28 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT E
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

1. I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that A/E and its principals:

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

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

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

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

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

Halff Associates, Inc.

_____
Signature of Certifying Official

_____
Printed Name of Certifying Official

_____
Title of Certifying Official

_____
Date

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

* federal, state, or local

SUBSCRIBED and sworn to before me, the undersigned authority, by _____ (Signatory Name)
the _____ (Signatory Title) of _____ (Entity Name), on behalf of said firm.

_____
Notary Public in and for the
State of Texas

My commission expires: _____

EXHIBIT F

CERTIFICATES OF INSURANCE

A/E and Subconsultant Certificates of Insurance attached:



January 8, 2025

WILLIAMSON COUNTY

Statement of Qualifications

25RFSQ12
Southwest Regional Park Field and Track Upgrades

halff.com

halff

halff

January 8, 2025

Williamson County
Purchasing Department
100 Wilco Way, Suite P101
Georgetown, TX 78626

RE: 25RFSQ12 Southwest Regional Park Field and Track Upgrades

Dear Members of the Evaluation Committee:

Halff is excited to submit our Statement of Interest and Qualifications to Williamson County for professional Planning, Landscape Architecture, and Engineering services to upgrade the existing fields and track facility at Southwest Regional Park. Our team brings national experience with a local presence to your project, and we are ready to work diligently to provide forward-thinking project management and design for these athletic facility upgrades, helping them remain a highly appreciated community asset for local league play and as a sports tourism destination.

Our locally-based design team is uniquely qualified to provide unsurpassed service to the County due to the vast amount of experience our key team members have with park and sports complex design and a history of successful projects with Williamson County. **Our team helps create exceptional park, sports, and recreational facilities that improve quality of life, promote healthy lifestyles and have a great economic impact through tourism.** We offer the following benefits to Williamson County:

- **Halff assisted Williamson County with the Southwest Williamson County Regional Park Turf Feasibility Study in 2023 to validate and help make this project a reality.** Our due diligence, knowledge and preliminary work specific to this site and project gives us a unique advantage because of the knowledge we gained preparing this study; therefore, we are ready to hit the ground running.
- **Halff has master planned or designed over 50 sports related projects in the last five years.** We know how to balance program needs, aesthetic features, and core functions to create athletic venues that support league and tournament play, provide economic return and operate efficiently. We understand synthetic turf and track facility systems and are in continual contact with suppliers and contractors that service the athletic industry. These relationships allow us to confirm quality and cost throughout the project.
- **We are committed to your needs.** Halff has had the privilege of working with Williamson County for the past 25 years on projects of all types. We approach each project with a high level of enthusiasm and respect for its individuality, resources, and character.
- **This project will be managed by our North Austin office, which is less than 15 minutes from the site.** We can be promptly available to attend a meeting or take care of project needs onsite.

We are eager to continue working on this project for Williamson County and are confident you will see the benefits we offer by selecting our comprehensive team of professionals. If you have any questions, please don't hesitate to contact us. We are committed to providing you with exceptional services and look forward to hearing from you soon.

Sincerely,

Brian Binkowski, PLA, ASLA
Senior Project Manager
bbinkowski@halff.com
512.497.3298

James Hemenes, PLA, ASLA, CPRE
Director of Landscape Architecture
jhemenes@halff.com
512.677.0665

Texas firm registration numbers: Texas Board of Professional Engineers (TBPE) - F-312.
Texas Board of Architectural Examiners (TBAE) - BR1085.

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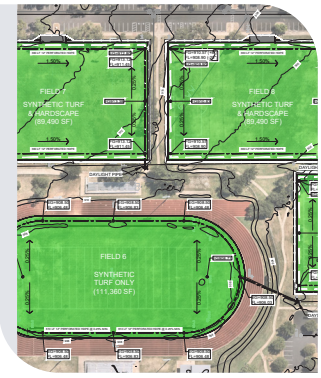
2. Company Qualifications

Our passion is providing smarter solutions with a distinctly human touch for everyone we serve. Halff has a long history of master planning and designing parks and sports complex projects for communities across Texas, Arkansas, Oklahoma, Florida, and Louisiana. Halff is passionate about the development of sports, entertainment and tourism facilities. As professionals, there is no greater thrill than to see people enjoying the facilities that we have had a hand in developing.

Southwest Regional Park Turf Feasibility Study

Williamson County | Williamson County, TX



Halff assisted Williamson County with the preparation of an evaluation and development report for the conversion of four natural grass turf fields to synthetic turf. The report process consisted of detailed on-site evaluation and inventory of four existing soccer fields, stadium conditions, accessibility, drainage and utility infrastructure. The critical information included in this report combined with the desire to maximize field sizes to accommodate multiple sport uses, resulted in the development of field concepts. The report also includes preliminary turf system options, drainage system considerations, development budgets, construction delivery options, maintenance requirements, equipment needs, and warranty/replacement life cycle cost information. Regulatory entitlement and permitting challenges were identified with emphasis on drainage and water quality. The final report provided guidance for further consideration and prioritization to convert the sports facilities identified.

Reference: Russell Fishbeck, 512.943.1193, russell.fishbeck@wilco.org

Goals: Provide technical guidance and budget for conversion of existing natural grass fields to synthetic

Stakeholders:
Williamson County

Management Tools:
In-person site evaluation and programming. Virtual updates and review.

General Process:
- On-site evaluation
- Data analysis
- Concept development
- Implementation plan

Veterans Park Athletic Complex Phase 1

City of College Station | College Station, TX



Halff assisted with the build-out master plan, budget development and operations/ management and ultimate design and implementation of Phase 1. The design and implementation process consisted of detailed drainage and soil analysis, robust design development with the City and continual feedback from turf contractor Paragon Sports Constructors. The final built project includes the conversion of open practice space to two new synthetic turf fields, spectator seating areas, restroom, accessibility improvements, drainage, parking and utility infrastructure. The build out now has nine natural turf and four synthetic soccer fields for local use and regional tournament play and host to annual national Adidas-sponsored high school scouting seven on seven football tournament.

Reference: Rusty Warncke, 979.764.3731, rwarncke@cstx.gov

Goals: To create a build-out master plan, development budget and Phase 1 design implementation

Stakeholders:
City of College Station

Management Tools: In-person design charrettes, shared document hosting

General Process:
- On-site evaluation
- Data analysis
- Construction documents
- Permitting
- Bid/construction

Multipurpose Field Upgrades

Texas A&M University – San Antonio | San Antonio, TX



Halff and Paragon Sports Constructors were engaged by the Texas A&M University System to participate in the design-build for development of a new multipurpose field, competition track & field event area, and conversion of a natural grass softball field to full synthetic turf field. The process involved bi-monthly design sessions with A&M's Office of Facilities Planning & Construction, Paragon and the design team. Weekly design and contractor meeting occurred to further develop conceptual design options and final construction documents. Detailed site analysis and constant coordination with other campus development consultants was required throughout the design process.

Reference: Bobby Killion, 817.916.5012, bkillion@paragon-sports.com

Goals: To jointly develop an athletic facility with Bexar County and TAMU San Antonio

Stakeholders:
Texas A&M University at San Antonio

Management Tools:
Interactive 3D modeling, shared document hosting for design-build team

General Process:
- On-site evaluation
- Data analysis
- Construction documents
- Construction

Majestic Ball Park

City of Hot Springs | Hot Springs, AR



This historically rich location served as the spring training facility for the Boston Red Sox, Cincinnati Reds, Brooklyn Dodgers, and St. Louis Browns. Used by baseball hall of famers such as Babe Ruth, Hank Aaron, Ty Cobb, Jackie Robinson, and many more, Halff was hired to tell the story of baseball in Hot Springs. The process consisted of preparing a unique master plan and construction documents for the conversion of five natural grass baseball fields to full synthetic turf fields. Detailed site and drainage analysis, coordination and communication with stake holders, adjacent landowners, and a CMAR were critical throughout the design process. The ballpark has been extremely successful, having generated close to $1,000,000 in economic impact on the community in its first year of operation.

Reference: Steve Arrison, 501.620.5023, sarrison@hotsprings.org

Goals: To redevelop the existing ballfield park for community use and economic development

Stakeholders:
City of Hot Springs

Management Tools:
Interactive 3D modeling, shared document hosting for CMAR coordination

General Process:
- On-site evaluation
- Data analysis
- Construction documents
- Construction

Based on our referenced similar projects highlighted above, we anticipate the following process to deliver your project:

- Design survey/environmental
- Detailed drainage/water quality analysis
- Design development/ opinion of probable cost
- Construction documents/ opinion of probable cost
- Regulatory/environmental permitting
- Bid phase services
- Construction phase services

3. Organizational Chart

Halff has assembled a project team comprised of professionals with experience in every aspect of the development, design and renovation of public park and recreation facilities. We believe in having a core group of highly-experienced professionals who can be with you throughout the entire project from the kickoff meeting to ribbon cutting. Our robust team of professionals includes licensed landscape architect project managers and designers familiar with all aspects of planning, stakeholder input, design, regulatory permitting and various construction delivery methods. We strive to develop innovative solutions that are technically and environmentally sound. For this project, Halff has teamed with Hendrix Consulting Engineers for MEP Engineering support and Beyond Engineering and Testing, LLC, (Beyond ET) for Geotechnical testing services.

LEGEND
1 Halff
2 Hendrix Consulting
3 Beyond ET

WILLIAMSON COUNTY



James Hemenes, PLA, ASLA [1]
Principal-in-Charge



Dan Franz, PE, CFM, LGPP [1]
QA/QC Manager



Brian Binkowski, PLA, ASLA [1]
Senior Project Manager



Ben Marshall, PLA, CLARB [1]
Deputy Project Manager

Support Staff

Landscape Architecture
Toby Fox, PLA, LI [1]
Aaron Kotwal, PLA [1]

MEP Engineering
Byron Hendrix, PE, LEED AP [2]

Hydrology & Hydraulics (H&H)
Mark Lewis, PE, CFM [1]

Civil Engineering
Jaime Urquidi, PE, PMP, LEED AP BD+C [1]

Structural Engineering
Jim Miller, PE [1]

Environmental
Samantha Kaschel, LGPP [1]

Survey/Geospatial
Robert Eggers, RPLS [1]

Geotechnical
Zhigang “Winter” Yao, PE [3]

4. Resumes



Brian Binkowski, PLA, ASLA

Brian has developed award-winning work in planning and design over the past 30 years. He has successfully managed design teams including engineers, architects, surveyors, geotechnical and soil specialists, environmental specialists and material suppliers on projects ranging from small community parks to regional trails and sports complexes. Brian is the 'nuts and bolts' leader with current knowledge of the construction industry and the technical aspects required to implement projects.

ROLE
Senior Project Manager

EXPERIENCE
30 Years

EDUCATION
Bachelor of Landscape Architecture,
Texas Tech University

REGISTRATION
Professional Landscape Architect:
Texas #1895

REPRESENTATIVE PROJECT EXPERIENCE

Southwest Regional Park Turf Feasibility Study, Williamson County, TX. Landscape Architect responsible for the feasibility study to convert four nature grass fields to synthetic turf. The report consists of detailed on-site evaluation and inventory of four existing soccer fields, stadium conditions, accessibility, drainage and utility infrastructure. This critical information and the County's desire to maximize field sizes to accommodate multiple sport uses, resulted in the development of field concepts.

Veterans Park Athletic Complex Build-Out (Phases 1A & 1B), College Station, TX. Project Manager responsible for assisting the City with developing a build-out park master plan, graphics and animation, budget construction cost, and ongoing operation and maintenance costs. Brian assisted in the first two phases of build-out from design through construction phase services.

Texas A&M – San Antonio, Multipurpose Field Upgrades, San Antonio, TX. Landscape Architect for this project that includes a synthetic turf field inside the track and a synthetic turf baseball field. Track and field complex includes an 8-lane track, jumping event area, throwing event area, grandstands and pressbox. Softball field includes a batting cage, masonry dugouts, grandstands and a pressbox.

Old Settler's Park Sports Complex and Adult Sports Complex, Round Rock, TX. Project Manager/Landscape Architect responsible for the master plan and feasibility process for the design and renovation of four existing baseball complexes, and the addition of a new girls softball complex. Amenities such as information kiosks, covered spectator areas, mist areas, playscapes, and tailgate islands were key to the success of this project.

OTHER REPRESENTATIVE EXPERIENCE

- Majestic Park, Hot Springs, AR | QA/QC Review
- Hogan Park, Midland, TX | Project Manager
- Taylor Regional Sports Complex, Taylor, TX | Project Manager
- Bee Creek Sports Complex Synthetic Fields, Travis County, TX | Project Manager

> "Williamson County Parks Department is currently working with Halff Associates on several park improvement and trail related projects. Our experience overall has been positive. I find their team very professional, easy to work with and quite responsive."
>
> Russell Fishbeck
> Parks Director
> Williamson County



Ben Marshall, PLA, CLARB

Ben has over eight years of experience in sports and athletic facilities, park and trails, parks planning, active transportation, and private development. Through his resourceful assortment of skills, he has had roles assisting from conceptual design through construction documentation. Ben has also been involved with the construction bid process on some of the projects he has worked on, as well as put together cost estimates for numerous projects.

ROLE
Deputy Project Manager

EXPERIENCE
8 Years

EDUCATION
Bachelor of Science, Landscape Architecture, Perdue University

REGISTRATION
Professional Landscape Architect: Texas #3864

CLARB Certified Landscape Architect: #58314

REPRESENTATIVE PROJECT EXPERIENCE

Veterans Park Athletic Complex Build-Out (Phases 1A & 1B), College Station, TX. Project Designer responsible for assisting the City of College Station with developing a build-out park master plan, graphics and animation, budget construction cost, and ongoing operation and maintenance costs. Assisted in the first two phases of build-out from design through construction phase services.

Texas A&M – San Antonio, Multipurpose Field Upgrades, San Antonio, TX. Landscape Architect for this project that includes a synthetic turf field inside the track and a synthetic turf baseball field. Track and field complex includes an 8-lane track, jumping event area, throwing event area, grandstands and pressbox. Softball field includes a batting cage, masonry dugouts, grandstands and a pressbox.

Old Settler's Park Sports Complex and Adult Sports Complex, Round Rock, TX. Landscape Architect responsible for the master plan and feasibility process for the design and renovation of four existing baseball complexes, and the addition of a new girls softball complex. The project was designed and constructed with assistance from the City's CMAR. Amenities such as information kiosks, covered spectator areas, mist areas, playscapes, and tailgate islands were key to the success of this project. Additionally, as Project Manager/Landscape Architect, contributed to the design of Round Rock's first dedicated adult sports complex.

Majestic Park, Hot Springs, AR. Landscape Architect responsible for assisting with the development of construction documents to redevelop the historic Majestic Ballpark. This project involved a new baseball park complex in Hot Springs, Arkansas. Plan includes one 200-foot field, three 225-foot fields, and one 400-foot championship field, each with warmup areas, bullpens, dugouts, and seating as well as supporting parking, concessions and restrooms, retaining, hardscape, and grading.

OTHER REPRESENTATIVE EXPERIENCE

- Southwest Regional Park Turf Feasibility Study, Williamson County, TX | Lead Designer
- Hogan Park, Midland, TX | Lead Designer
- Rodriguez County Park Sports Fields and Facility Improvements, Bexar County, TX | Deputy Project Manager

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James Hemenes, PLA, ASLA, CPRE

James has 26 years of experience in a wide range of planning, design, project management and operations in the public sector, including Capital Improvement Program and Management. James is a previous Parks & Recreation Director for the City of Pflugerville, a past Assistant Director for the City of Cedar Park, and a past Parks Development Manager for the City of Round Rock. He can identify issues and brings familiarity working with public entities, construction procurement rules/statutes, traditional and alternate construction delivery methods, long-term maintenance, and design team and owner communication.

ROLE
Principal-in-Charge

EXPERIENCE
26 Years

EDUCATION
Bachelor of Landscape Architecture, Texas A&M University

REGISTRATION
Professional Landscape Architect: Texas #2030

REPRESENTATIVE PROJECT EXPERIENCE

Williamson County, Park Bond Projects, Williamson County, TX. QA/QC Manager overseeing the planning and design of most projects passed by Williamson County voters as part of the 2019 bond program. These large, complex projects include Berry Springs Park Phase 2 and preliminary design for several trail segments.

City of Killeen, Park Master Plan - O&M Plan, Killeen, TX. Operations & Maintenance (O&M) Professional responsible for the development of a technical memorandum addressing O&M. The primary goal was to identify strategies and actions to reduce deferred maintenance and streamline operations. The deliverable included benchmarking, manpower estimates and recommendations and Best Management Practices (BMPs).

Community Park Master Plans and O&M Plans, Taylor, TX. Principal-in-Charge and O&M Professional for updated Master Plans and Operations & Maintenance Plans for three of Taylor's existing Community-Level parks (Murphy, Robinson, and Bull Branch), as well as an Operations & Maintenance plan for their large sports complex (Taylor Regional Park). The process included public outreach and input opportunities, stakeholder meetings, design concepts and the development of cost estimates and partnership opportunities. Operations & Maintenance Plans were prepared based upon the final master plans, available resources, and best management-practices.

OTHER REPRESENTATIVE EXPERIENCE

- Hays County Park Bond Program Management, Hays County, TX | Project Manager
- Comal County Parks, Open Space and Natural Areas Master Plan, Comal County, TX | Project Manager
- City of Corpus Christi Parks, Recreation and Open Space Master Plan, Corpus Christi, TX | Project Manager

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Dan Franz, PE, CFM, LGPP

Dan has over two decades of experience engineering and managing civil plans and specifications. Dan is a Vice President and serves as the Public Works Practice Leader for all Halff's offices. Dan also serves as one of Halff's QA Managers for the Public Works practice. He has overseen successful roadway projects involving reconstruction, rehabilitation, expansion, and pedestrian elements for public clients across Central Texas, including Pflugerville, Round Rock, Austin, Leander, Taylor, and Georgetown. Dan's managerial experience includes supervising subconsultants, contract development and negotiations, and client and public coordination.

ROLE
QA/QC Manager

EXPERIENCE
23 Years

EDUCATION
Bachelor of Science, Civil Engineering, University of Arizona

REGISTRATION
Professional Engineer: Texas #101071

Certified Floodplain Manager: Texas #2679-14N

Local Government Project Procedures

REPRESENTATIVE PROJECT EXPERIENCE

City of Pflugerville Drainage Projects, Pflugerville, TX. Project Principal for development of drainage improvements for three local areas experiencing drainage issues in the City of Pflugerville and development of flooding mitigation alternatives for each site. Local drainage issues ranged from excessive ponding in the street to flooding through properties.

City of Pflugerville, Russell-Caldwell Infrastructure, Pflugerville, TX. Project Principal and QA Manager responsible for oversight of final PS&E, utility clearance, right of way coordination, and getting the project to bid. This project involved full roadway reconstruction within historic neighborhood, including water line reconstruction and relocating utilities from aerial to a joint underground duct bank. This project also included sidewalks and underground stormwater detention facilities.

Williamson County, Berry Springs Park Improvements, Williamson County, TX. Project Engineer. As part of the 2019 bond program passed by Williamson County voters, these large, complex projects involved Berry Springs Park & Preserve, Brushy Creek Regional Trail, and Southwest Regional Trail. Park improvements/additions included restrooms, parking, maintenance facility, and trail connection.

OTHER REPRESENTATIVE EXPERIENCE

- Veterans Park Athletic Complex Build-Out (Phase 1B), College Station, TX | Project Engineer
- Heatherwilde Boulevard, Pflugerville, TX | QC Reviewer
- Kenney Fort Boulevard Intersection Improvements, Round Rock, TX | Project Manager

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Toby Fox, PLA, LI

Toby brings over two decades of comprehensive expertise as a Senior Landscape Architect. He possesses a diverse portfolio characterized by his skills in orchestrating the conceptualization and execution of landscape and site development projects. These encompass an array of projects, such as urban and regional parks, trail systems, commercial establishments, healthcare facilities, sports complexes, multi-family residential communities, and mixed-use developments.

ROLE
Landscape Architecture

EXPERIENCE
24 Years

EDUCATION
Bachelor of Landscape Architecture, Texas Tech University

REGISTRATION
Licensed Irrigator: Texas #LI0014051

Registered Landscape Architect: Texas #2680

REPRESENTATIVE PROJECT EXPERIENCE

Texas A&M – San Antonio, Multipurpose Field Upgrades, San Antonio, TX. Landscape Architect. This project involves the comprehensive upgrade of athletic facilities to enhance the university's sports infrastructure. Halff contributed to the initial phase of the selection process, preparing and submitting qualifications that showcased our expertise in landscape architecture and sports facility design. Our involvement was critical in positioning the project to advance to the next stage, which includes a detailed proposal and interview.

City of Hobbs, Hobbs Sport Complex Planning & Design, Hobbs, NM. Landscape Architect. This project involves the comprehensive upgrade of athletic facilities to enhance the university's sports infrastructure. Halff contributed to the initial phase of the selection process, preparing and submitting qualifications that showcased our expertise in landscape architecture and sports facility design. Our involvement was critical in positioning the project to advance to the next stage, which includes a detailed proposal and interview.

City of Conway, Soccer Complex Conway AR.
Landscape Architect. Halff provided the City of Conway with a soccer complex master plan and construction documents for a new facility located on 54 acres to the north of Curtis Walker Park and Theodore Jones Elementary School on Museum Road. The complex will feature 10 lighted grass soccer fields, a pavilion, splash pad, concessions building, covered spectator seating, office space, public restrooms, a walking trail, and new parking lots. The design carefully integrated the parking lot with existing mature hardwood trees along the creek, preserving these specimen trees while accommodating over 600 vehicles.

City of Harlingen, Soccer Complex, Harlingen, TX.
Landscape Architect. This project involved the design of the parking lot improvements, on and off site water and wastewater utilities, and the drainage improvements for the 78-acre soccer complex. The scope of the project included the design of 14 soccer fields, a concession area, restrooms, a pavilion and playground area, a maintenance facility, and trail amenities to circulate pedestrians across the site.

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Aaron Kotwal, PLA

Aaron has eight years of experience in the field of landscape architecture designing a wide variety of projects in the private and public sector. His love of creating memorable spaces informs his conceptual process, envisioning a space's potential with evidence-based solutions. Aaron has designed and managed multi-family residential, single-family residential, parks, trails, transportation, industrial, retail, and commercial projects throughout Texas. Clients can expect thorough communication, attention to detail, and thoughtful design solutions delivered in a timely manner with Aaron on the team.

ROLE
Landscape Architecture

EXPERIENCE
8 Years

EDUCATION
Bachelor of Landscape Architecture,
Texas A&M University

REGISTRATION
Professional Landscape Architect:
Texas #3794

REPRESENTATIVE PROJECT EXPERIENCE

Texas A&M – San Antonio, Multipurpose Field Upgrades, San Antonio, TX. Landscape Architect. This project involves the comprehensive upgrade of athletic facilities to enhance the university's sports infrastructure. Halff contributed to the initial phase of the selection process, preparing and submitting qualifications that showcased our expertise in landscape architecture and sports facility design. Our involvement was critical in positioning the project to advance to the next stage, which includes a detailed proposal and interview.

Williamson County SW Regional Trail, Segment D1, Round Rock, TX. Landscape Architect. The project involved a feasibility study and design through construction phase services for a new hike/bike trail from the Williamson County Southwest Regional Park to the Brushy Creek regional trail.

City of Conway, Soccer Complex, Conway, TX.
Landscape Designer. Halff provided the City of Conway a soccer complex master plan and construction documents including ten lighted soccer fields adjacent to Curtis Walker Park. As part of this design the parking lot was tucked along the existing mature hardwood trees to the creek. Care was taken to preserve these specimen trees. Parking for over 600 vehicles was provided.

City of Cabot, Indoor Sports Plex, Cabot, AR.
Landscape Architect. This project involved preliminary graphics to assist in passing the bond vote for funding the project. The facility includes multi-use courts for six basketball, 12 volleyball, two indoor soccer fields, and flexible interior space including offices, meeting space, birthday rental rooms, a kitchen for concessions, and foyer/gathering space between the courts and fields.

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Mark Lewis, Jr., PE, CFM

Mark's diverse project experience includes hydrologic and hydraulic modeling, flood mitigation, roadway and subdivision drainage impact analyses, watershed modeling, stream hydraulic analyses, bridge and culvert hydraulic modeling, bridge scour calculations, and stormwater modeling. He has hydrologic and hydraulic modeling experience using computer software programs, including but not limited to ArcGIS, HEC-RAS (1D, 2D, and unsteady), HEC-HMS, HY-8, StormCad, and XPSWMM.

ROLE
Water Resources

EXPERIENCE
11 Years

EDUCATION
Master of Science, Civil Engineering, University of Utah

Bachelor of Science, Civil Engineering, Texas Tech University

REGISTRATION
Professional Engineer: Texas #136393

Certified Floodplain Manager: Texas #3807-19N

REPRESENTATIVE PROJECT EXPERIENCE

Southwest Regional Park Turf Feasibility Study, Williamson County, TX. Civil engineer responsible for the preliminary drainage and water quality site evaluation, permit verification, design recommendation and budget costs for the conversion of the existing turf fields to synthetic. This critical information was included in the evaluation report providing development guidance for the County.

Williamson County, Southwest Regional Trail, Segment D1, Williamson County, TX. Design Task Lead for a new hike/bike trail from the Williamson County Southwest Regional Park to the Brushy Creek Regional Trail.

Stormwater Master Plan, Round Rock, TX. Project Manager. This Stormwater Master Plan (SMP) is served as a living document in which the majority of the information is digital and actively managed via the City's existing robust GIS framework. Halff developed an interactive mobile GIS iPad tool, which leveraged the City's existing GIS data for field data collection.

Drainage Master Plan, Pflugerville, TX. Project Manager for a comprehensive evaluation of the existing drainage conditions throughout the City by developing an accurate and current understanding of riverine and local (urban) drainage patterns and drainage infrastructure. This evaluation includes a comprehensive inventory of existing conditions and data, accurate simulation using best available science and data, identification of flood risk, and development of conceptual flood mitigation solutions. Riverine flood risk and mitigation analysis includes evaluation of the Gilleland Creek and Wilbarger Creek watersheds through the City.

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Jaime Urquidi, PE, LEED AP BD+C, PMP

Jaime has extensive experience as a project manager in all phases of design and construction for a wide variety of projects. He has a proven track record in delivering successful projects and establishing lasting client relationships.

ROLE
Civil Engineer

EXPERIENCE
27 Years

EDUCATION
Master of Science, Civil Engineering, Tecnológico de Monterrey, Mexico

Bachelor of Science, Civil Engineering, Tecnológico de Monterrey, Mexico

REGISTRATION
Professional Engineer: Texas #106361

REPRESENTATIVE PROJECT EXPERIENCE

Elgin High School Multi-purpose Facility, PBK Architects (Elgin ISD), Elgin, TX. Project Manager and Civil Engineer responsible for engineering and surveying services related to the new 57,000 ef multi-purpose athletic facility. This included a turf field and supporting services area that included weight room, locker rooms, offices and supporting spaces.

SOF Fuel Cell Maintenance Hangar, Delta Mechanical, Hurlburt Field, FL. Project Manager responsible for a design/build project administered by the US Army Corps of Engineers. The project consisted of the construction of a new maintenance hangar and adjacent administrative and maintenance areas for the United States Air Force. Mr. Urquidi led the design team that included all disciplines (sitework, site utilities and the complete building and building systems) between in-house architects, engineers and third-party consultants.

Consolidated Container Company, Canada.* Jaime served as Project Manager for a $2M effort for Consolidated Container Company in Canada. He led the project from scope definition to delivery that involved relocation of production lines from Edmonton to Vancouver and included the closure of the facility in Edmonton. Jaime managed all aspects of the project (design, permitting, bidding, and construction management).

Recycling and Hazardous Waste Facility, NAVFAC Mid-Atlantic, Marine Corps Air Station, Beaufort, SC. Jaime served as project manager for the design team of this new facility located at Marine Corps Air Station in Beaufort, SC. This design/bid/build project consisted of three buildings and site improvements including new driveways and detention pond. The project provided the Marine Corps with administrative offices and covered spaces to handle recycling and a hazardous material storage building on a vacant 3-acre site. Design services included full site development, architectural, MEP, structural, fire protection and hazardous material abatement.

**Prior to Halff*

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Jim Miller, PE

Jim has been involved in the design of various structures including bridges, buildings, retaining walls, foundations, and miscellaneous structures. His experience includes reinforced concrete design, prestressed concrete design, and structural steel design. Jim designs various structures including bridges, buildings, retaining walls, and foundations. Throughout his career, Jim has worked collaboratively to produce functional, site-specific bridges. Jim's project experience includes bridge layouts, bridge designs, and structural detailing. He also has extensive knowledge in rehabilitation, restoration, and repairs of bridges and bridge construction techniques/repairs and construction resolution.

ROLE
Structural Engineering

EXPERIENCE
17 Years

EDUCATION
Master of Science, Civil Engineering, Texas A&M University

Bachelor of Science, Civil Engineering, Texas A&M University

REGISTRATION
Professional Engineer: Texas #113116

REPRESENTATIVE PROJECT EXPERIENCE

Veterans Park Athletic Complex Build-Out (Phases 1A & 1B), College Station, TX. Project Engineer responsible for design and construction drawings for two small restroom facilities. Structure was CMU bearing walls with light gauge trusses. Subsequent to developing the build-out master plan, Phase 1 sport complex building included restrooms, splash pad, playscape, addition of two synthetic turf soccer fields, drainage/grading improvements to six existing soccer fields, and miscellaneous infrastructure. Subsequent to developing the build-out Phase 1, Halff provided construction documents for additional build out improvements that included restrooms, splash pad, playscape, additional of two synthetic turf soccer fields, drainage/grading improvements to six existing soccer fields and miscellaneous infrastructure.

Hogan Park Master Plan and Construction Documents, Midland, TX. Project Engineer. This project involved a master plan for the redevelopment and renovation of an existing 128-acre community park. Renovations consisted of converting six softball/baseball fields to synthetic turf with new LED lighting. Redevelopment included eight new softball/baseball fields with synthetic turf, four natural grass fields with synthetic infields, six multi-purpose synthetic turf fields, enhanced spectator areas, basketball courts, volleyballs courts, LED lighting for all athletic facilities, playgrounds, splash pad, miles of trails, multi-purpose event/social lawn, concession/restroom/tournament support facilities, food truck court parking, and infrastructure.

City of Leander, Lakewood Community Park Phase 2, Hutto, TX. Project Engineer responsible for the design of six steel HSS moment-frame pavilion structures ranging in size up to 6,500 sf that included CMU walls, light gauge metal decking, spread footings, custom steel plate shade attachments, and elaborate welded connection details. This project involved the design and development of a 125-acre natural park. The design included a playground and nature play area, large splash pad, skate park, sport courts, dog park, outdoor game tables, kayak rental facility, fishing pier, and several miles of trails.

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Samantha Kaschel, LGPP

Samantha has over 11 years of experience managing projects requiring National Environmental Policy (NEPA) documentation, compliance with environmental regulations, completion of appropriate studies, and agency coordination for environmental clearance/permitting. Samantha has experience with Williamson County, serving as the Environmental Task Lead for the Southwest Regional Trail in Williamson County.

ROLE
Environmental

EXPERIENCE
11 Years

EDUCATION
Bachelor of Arts, Environmental Studies, Austin College

Local Government Project Procedures: #95779

REPRESENTATIVE PROJECT EXPERIENCE

Williamson County, Southwest Regional Trail, Segment D1, Williamson County, TX. Environmental Task Lead for the feasibility study and design for a new hike/bike trail from the Williamson County Southwest Regional Park to the Brushy Creek Regional Trail.

City of Austin, Urban Trails - North Walnut Creek, Austin, TX. Environmental Scientist responsible for a feasibility assessment of the current proposed alignment, design services, bidding services, construction management services, and post construction services. Halff is planning and designing approximately 8.2 miles of limited access shared-use path. The trail connects the existing Southern Walnut Creek Trail system to the newly constructed portions to the west of IH 35.

TxDOT Austin District, US 183 General Purpose Lanes Project, Williamson County, TX. Environmental Project Manager responsible for managing NEPA efforts and documentation for the construction of 3 miles of grade-separated frontage roads along US 183A in each direction within Williamson County. The project included complex environmental considerations, including informal Section 7 consultation with USFWS for potential impacts to the Jollyville plateau salamander, and documentation for archeological and historical resources, water resources, hazardous materials, and community and traffic noise impacts.

City of Austin, Airport Boulevard Corridor Improvements, Austin, TX. Environmental Task Lead who managed the execution of the QA/QC of technical reports. The Halff Team conducted environmental analysis for the following: cultural resources (archaeological and historic), biological and water resources, community impacts, and hazardous materials that resulted in the need for Phase I Environmental Assessments. Samantha also prepared an Environmental Resources Inventory identifying Critical Environment Features.



Robert Eggers, RPLS

Robert is a Registered Professional Land Surveyor for Halff with prior experience working as a survey technician, GIS technician, survey crew chief, and instrument operator. Robert has proven expertise in utilizing industry-leading tools such as AutoCAD, MicroStation, and OpenRoads Designer to deliver precise and accurate products. Robert has extensive experience supporting various projects within land development, public works, and transportation infrastructure. He has managed complex surveying projects from conception to completion, while adhering to regulatory standards and client requirements. Robert is passionate about continuous learning and professional development, staying up to date with emerging technologies to enhance surveying processes. He is committed to delivering high-quality results and exceeding client expectations.

ROLE
Survey/Geospatial

EXPERIENCE
9 Years

EDUCATION
Bachelor of Arts, Geography, California State University at Sacramento

REGISTRATION
Registered Professional Land Surveyor: Texas #7006

REPRESENTATIVE PROJECT EXPERIENCE

Williamson County, Southwest Regional Trail, Segment D1, Williamson County, TX. Survey Task Lead for a new hike/bike trail from the Williamson County Southwest Regional Park to the Brushy Creek Regional Trail.

City of Austin, Williamson Creek Greenbelt Trail, Austin, TX. Surveyor responsible for boundary and design survey services in support of a park easement within the Oak Hill Youth Sports Association property, providing for development of the Williamson Creek Greenbelt Trail.

City of Austin, Urban Trails - North Walnut Creek, Austin, TX. Surveyor responsible for a feasibility assessment of the current proposed alignment, design services, bidding services, construction management services, and postconstruction services. Halff is planning and designing approximately 8.2 miles of limited access shared-use path. The trail connects the existing Southern Walnut Creek Trail system to the newly constructed portions to the west of IH 35. This multi-use urban trail is critical, since it completes an active transportation loop around the City's core, connecting a significant portion of Austin's population to area neighborhoods, community nodes, and other bicycle and pedestrian facilities.

City of Austin, Airport Boulevard Corridor Improvements, Austin, TX. Surveyor responsible for 2.5 miles of improvements along Airport Boulevard (SL 111) from E. Martin Luther King, Jr. Boulevard (FM 969) to US 183, which was part of a greater 6.5-mile corridor study.

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Byron Hendrix, PE, CEA, LEED AP

Byron is a second generation MEP Engineer/CX Agent specialist that has 29 years of experience at HCE and has successfully completed over 1,200 projects since 2004 as a Professional Engineer. His responsibilities for this project include principal in charge, MEP engineering strategy framework, mechanical equipment systems and power distribution strategy/framework, owner expert MEP and Commissioning resource, design, and layout of major mechanical, electrical and plumbing infrastructure as well as building/facilities assessments.

HCE HENDRIX CONSULTING ENGINEERS

ROLE
MEP Engineering

EXPERIENCE
29 Years

EDUCATION
Master of Science, Mechanical Engineering, University of Texas at Austin

Bachelor of Science, Mechanical Engineering, University of Texas at Austin

REGISTRATION
Professional Engineer: Texas #94813

LEED AP

Certified Energy Auditor

REPRESENTATIVE PROJECT EXPERIENCE

Wilco Regional Park Complex - Soccer, Softball, Baseball Fields, Williamson County, TX

Southwest Wilco Park, Williamson County, TX

Veteran's Park & Athletic Complex, College Station, TX

Round Rock Sports Complex, Round Rock, TX

Old Settler's Park Sports Complex and Adult Sports Complex, Round Rock, TX

Buda Regional Park Sports Complex, Buda, TX

Belton Athletic Complex, Belton, TX

Hutto YMCA, Hutto, TX

City of Deer Park Soccer Complex Concession & Restroom Building, Deer Park, TX

City of Deer Park Softball Complex Concession & Restroom Building, Deer Park, TX

Wilco River Ranch County Park, Williamson County, TX

River Ranch County Park - Interpretative Center, Williamson County, TX

Wilco Expo Center – East Concessions, Williamson County, TX



BEYOND Engineering & Testing

ROLE
Geotechnical

EXPERIENCE
20 Years

EDUCATION
Master of Science, Civil-Geotechnical Engineering, Texas A&M College Station

Bachelor of Science, Mechanical Engineering, University of Texas at Austin

REGISTRATION
Professional Engineer: Texas #97377

Zhigang "Winter" Yao, PE

Winter has 20+ years of experience as geotechnical engineer. He has been involved with geotechnical engineering and materials testing/inspection for various projects in US including highway bridges, embankments and retaining walls, foundation distress investigation and remediation, embankment/dam slope stability evaluation, pavement design and remediation for highways, airports, streets, heavy industrial and seaport facilities, buildings and underground utilities/tunnels for municipal facilities, and construction inspection. Since 2002, Winter has performed and managed geotechnical investigation on $10+ billion projects in Texas in a variety of geological settings including limestone, karst, fault zones, expansive soils, alluvium and man-placed fills

REPRESENTATIVE PROJECT EXPERIENCE

SH 317 Widening from Moody to McGregor, McLennan County, TX. Project Manager. The project consisted of geotechnical investigation for the proposed improvements to existing 9-mile of SH 317 route from Moody to McGregor in TxDOT Waco District, to be designed-constructed in three segments and four phases. Managed the geotechnical investigation, including 39 pavement borings/cores, seven culvert borings, 26 bridge borings, 56 retaining wall/embankment borings, 450 Falling Weight Deflectometer (FWD) pavement evaluation/test points, associated laboratory testing program, and geotechnical/pavement engineering analysis/recommendation/reports.

City of Round Rock, Harrell Parkway Reconstruction from US 79 to Old Settlers Blvd, Round Rock, TX. Geotechnical Engineer. This project consisted of rehabilitation/reconstruction of the existing Harrell Parkway, bridge replacement at Chandlers Branch, muti-purpose sport fields at Old Settlers Park, two new pedestrian bridges, retaining walls to support embankments and newly constructed roadway from Harrell Parkway to Kenney Fort Boulevard.

Fort Cavazos Microgrid Project, Fort Cavazos, Bell County, TX. Project Manager. The geotechnical investigation included 28 geotechnical borings of 25 to 40 feet in depth within the security fence of Fort Cavazos, conducting in-situ Standard Penetrometer Test (SPT) and collecting soil/rock samples with Split Spoon and Thick-wall Push Tube. Due to significant on-site underground utilities, 10 pottholes were performed to 10 feet deep via hydro-vacuuming to confirm the location and depth of existing utilities. Winter also oversaw the pavement cores and traffic control for borings located on existing Fort roadways.



Halff | 13620 Briarwick Dr., Building C, Suite 100, Austin, TX 78729 | 512.777.4600 | **halff.com**

March 14, 2025

Joy Simonton, Purchasing Agent
Wilco Purchasing Department
100 Wilco Way
Georgetown, TX 78626

Re: 25RFSQ12
Southwest Regional Park – Field & Track Upgrades
Recommendation of Agreement Award

After independently and collectively reviewing qualification submissions, the evaluation committee found **Halff Associates, Inc.** to be the best-suited candidate to provide design services for Southwest Regional Park, Field & Track Upgrades.

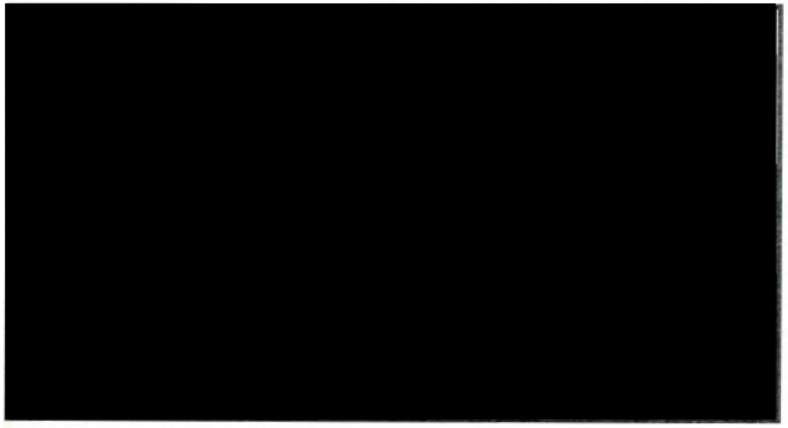
Based on the Committee's evaluation, the Wilco Facilities Department recommends that the Williamson County Commissioners Court award the Professional Services Agreement to **Halff Associates, Inc**.

Sincerely,

Dale Butler
Senior Director, Facilities Management

WILLIAMSON COUNTY
(512) 943-1599 Cell 512-658-3925
dbutler@wilco.org www.wilcotx.gov
3101 SE Inner Loop
Georgetown, TX 78626

Firm	TOTALS	Company Experience of Similar Type & Size (30)	Company Performance w/Govt. Agencies (20)	Process (30)	PM Professional Experience (20)
CEI Engineering Associates	98	30	20	28	20
Civiltude	94	30	19	27	18
Halff	99	30	20	29	20
LandDesign	98	30	20	29	19
Parkhill, Smith & Cooper	98	30	18	30	20
Simpson Sports Engineering	93	29	19	28	17
Walter P Moore	97	30	19	30	18
Westwood	98	30	19	30	19



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1281678

Date Filed:
03/14/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Halff Associates. Inc.
Richardson, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

25RFSQ12
Field and Track Upgrades

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Baker Daily, Jessica	Richardson, TX United States	X	
Bertram, Shawn	Austin , TX United States	X	
Cranston, Shaun	Austin, TX United States	X	
Delgado, Jose	McAllen, TX United States	X	
Engelhardt, Cindy	Austin, TX United States	X	
French, Sherri	Frisco, TX United States	X	
Sagel, Joseph	Richardson, TX United States	X	
Hollis, Leigh	Frisco, TX United States	X	
Ickert , Andrew	Fort Worth, TX United States	X	
Jackson, Todd	Austin, TX United States	X	
Miller, Steven	Austin, TX United States	X	
Moya, Michael	Austin, TX United States	X	
Murray , Menton	McAllen, TX United States	X	
Pylant, Ben	Fort Worth , TX United States	X	

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25RFSQ12
Field and Track Upgrades

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is James Hemenes, and my date of birth is 03/18/1974.

My address is [redacted] (street), [redacted] (city), TX (state), [redacted] (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Williamson County, State of Texas, on the 14th day of March (month), 20 25 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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Williamson County

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25RFSQ12
Field and Track Upgrades

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Baker Daily, Jessica	Richardson, TX United States	X	
Bertram, Shawn	Austin , TX United States	X	
Cranston, Shaun	Austin, TX United States	X	
Delgado, Jose	McAllen, TX United States	X	
Engelhardt, Cindy	Austin, TX United States	X	
French, Sherri	Frisco, TX United States	X	
Sagel, Joseph	Richardson, TX United States	X	
Hollis, Leigh	Frisco, TX United States	X	
Ickert , Andrew	Fort Worth, TX United States	X	
Jackson, Todd	Austin, TX United States	X	
Miller, Steven	Austin, TX United States	X	
Moya, Michael	Austin, TX United States	X	
Murray , Menton	McAllen, TX United States	X	
Pylant, Ben	Fort Worth , TX United States	X	

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Richardson, TX United States

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25RFSQ12
Field and Track Upgrades

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **74.**

Meeting Date: 03/25/2025

Berry Springs Park (P559) PEC Easement

Submitted For: Dale Butler **Submitted By:** Christy Matoska, Facilities Managemen

Department: Facilities Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Utility Easement between Williamson County and PEC for electrical service in relation to Berry Springs Park Improvements (P559).

Background

The easement is to allow electrical service connections to be provided and in compliance with the Certificate of Convenience and Necessity, under the Public Utility Commission of Texas.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Berry Springs Park P559 - PEC Easement

Berry Springs Park P559 - PEC Easement

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Andrea Schiele	03/20/2025 10:36 AM
County Judge Exec Asst.	Andrea Schiele	03/20/2025 03:11 PM
Form Started By: Christy Matoska		Started On: 03/19/2025 02:02 PM
Final Approval Date: 03/20/2025		

LSI LANDESIGN SERVICES, INC.
10090 W Highway 29 | Liberty Hill, Texas 78642
TBPELS Firm No. 10001800 | 512-238-7901 office

EXHIBIT " "

METES AND BOUNDS DESCRIPTION

BEING 0.1132 OF ONE ACRE (4,932 SQUARE FEET) OF LAND, SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE JOHN BERRY SURVEY, ABSTRACT NO. 51 IN WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 210.5140 ACRE TRACT OF LAND DESCRIBED AS TRACT II IN A DEED WITHOUT WARRANTY TO WILLIAMSON COUNTY, RECORDED IN DOCUMENT NO. 2011066293 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch rebar found in the North line of said 210.5140 acre tract and the common South line of a called 10.1802 acre tract described in a Cash Warranty Deed to The Chamberlin Family Trust, recorded in Document No. 2001075483 of said O.P.R.W.C.T., from which a 1/2-inch rebar found in the South line of Lot 1, DRY BERRY SUBDIVISION, a subdivision of record in Cabinet K, Slide 263 of said O.P.R.W.C.T., for the Northeast corner of said 10.1802 acre tract and a common corner of said 210.5140 acre tract, bears North 52°04'15" East a distance of 218.13 feet, and then North 23°06'55" West a distance of 638.49 feet;

THENCE South 34°52'18" East, over and across said 210.5140 acre tract, a distance of 505.01 feet to a Calculated Point for the **POINT OF BEGINNING** of the herein described tract;

THENCE, continuing over and across said 210.5140 acre tract, the following thirty-seven (37) courses and distances:

1. **North 59°42'34" East**, a distance of **23.50** feet to a Calculated Point;
2. **South 32°04'57" East**, a distance of **10.22** feet to a Calculated Point;
3. **South 83°38'04" East**, a distance of **20.64** feet to a Calculated Point;
4. **South 80°50'22" East**, a distance of **6.37** feet to a Calculated Point;
5. **South 71°26'26" East**, a distance of **13.39** feet to a Calculated Point;

6. **South 67°19'02" East**, a distance of **21.07** feet to a Calculated Point;
7. **South 56°44'13" East**, a distance of **19.96** feet to a Calculated Point;
8. **South 59°31'51" East**, a distance of **22.29** feet to a Calculated Point;
9. **South 60°43'45" East**, a distance of **19.56** feet to a Calculated Point;
10. **South 51°18'56" East**, a distance of **26.63** feet to a Calculated Point;
11. **South 29°16'31" East**, a distance of **18.02** feet to a Calculated Point;
12. **South 15°52'50" East**, a distance of **20.80** feet to a Calculated Point;
13. **South 04°43'55" East**, a distance of **13.15** feet to a Calculated Point;
14. **South 14°34'19" West**, a distance of **16.32** feet to a Calculated Point;
15. **North 75°25'41" West**, a distance of **20.00** feet to a Calculated Point;
16. **North 14°34'19" East**, a distance of **12.92** feet to a Calculated Point;
17. **North 04°43'55" West**, a distance of **7.80** feet to a Calculated Point;
18. **North 15°52'50" West**, a distance of **16.50** feet to a Calculated Point;
19. **North 29°16'31" West**, a distance of **11.77** feet to a Calculated Point;
20. **North 51°18'56" West**, a distance of **21.08** feet to a Calculated Point;
21. **North 60°43'45" West**, a distance of **18.12** feet to a Calculated Point;
22. **North 59°31'51" West**, a distance of **22.98** feet to a Calculated Point;
23. **North 56°44'13" West**, a distance of **18.60** feet to a Calculated Point;
24. **North 67°19'02" West**, a distance of **18.50** feet to a Calculated Point;
25. **North 71°26'26" West**, a distance of **11.03** feet to a Calculated Point;
26. **North 80°50'22" West**, a distance of **4.24** feet to a Calculated Point;
27. **North 83°38'04" West**, a distance of **15.35** feet to a Calculated Point;
28. **South 04°37'48" West**, a distance of **3.44** feet to a Calculated Point;

29. **South 05°23'47" West**, a distance of **5.02** feet to a Calculated Point;

30. **South 33°22'11" East**, a distance of **6.44** feet to a Calculated Point;

31. **South 56°37'49" West**, a distance of **20.00** feet to a Calculated Point;

32. **North 33°22'11" West**, a distance of **13.48** feet to a Calculated Point;

33. **North 05°23'47" East**, a distance of **11.93** feet to a Calculated Point;

34. **North 04°20'23" East**, a distance of **5.68** feet to a Calculated Point; and

35. **North 32°44'51" West**, a distance of **15.73** feet to the **POINT OF BEGINNING** and containing 0.1132 of one acre (4,932 Square Feet) of land, more or less

This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203).

Distances and areas shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.00012.

This property description was prepared from an on-the-ground survey performed under my supervision and is accompanied by a separate plat of even date.

Frank W. Funk 03/07/2025

Frank W. Funk
Registered Professional Land Surveyor
State of Texas No. 6803

Job Number: 24-021
Attachments: "K:\!2024\24021 - HLF Berry Springs Park\CAD\DWGs\HLF Berry Springs Park PEC Esmt_2 1.00012 SF.dwg"

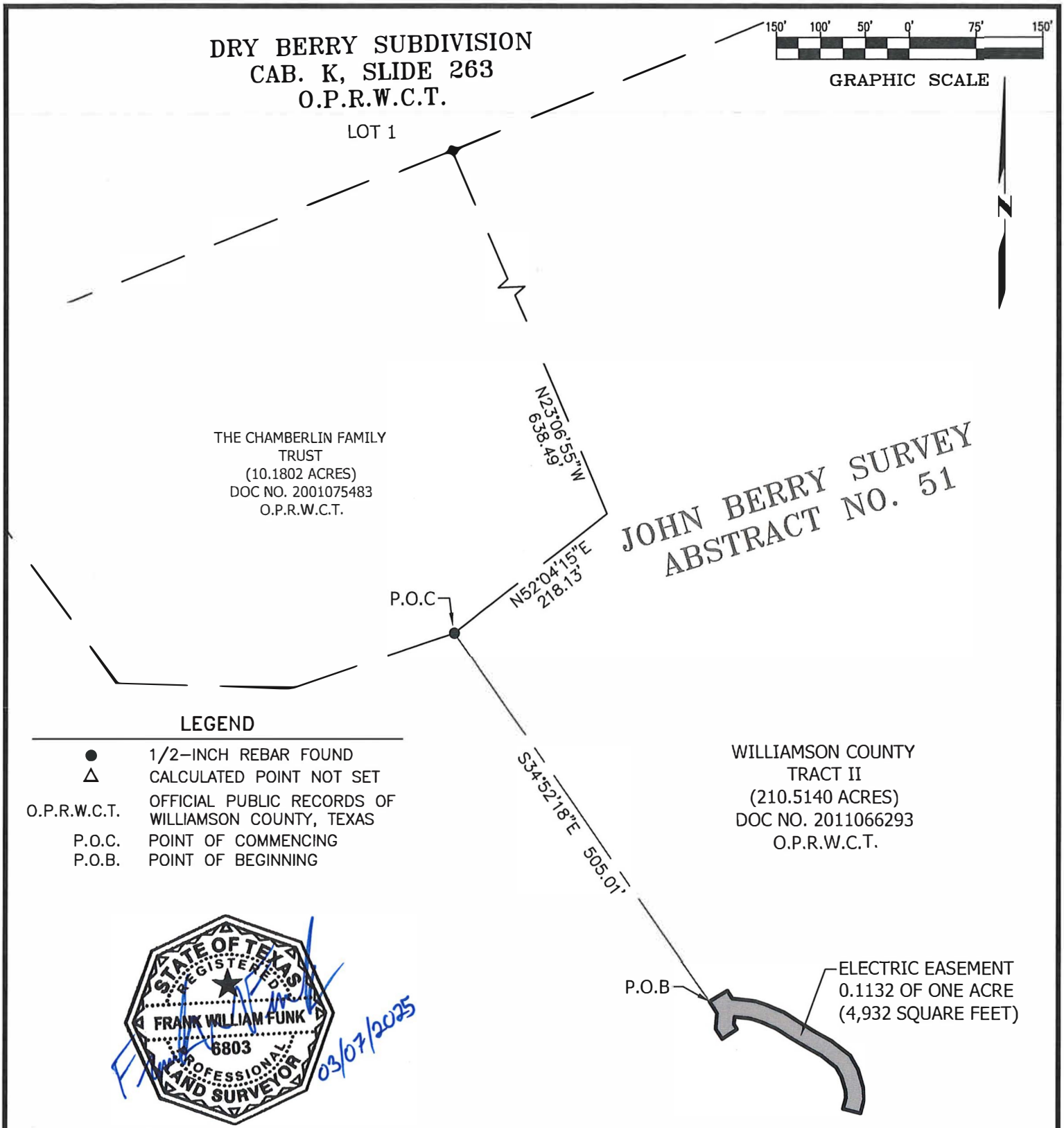
_____
Authorized Signature

_____
Date

Notary:

State of Texas
County of Williamson
The foregoing document was acknowledged before me _____ day of _____, 2025

_____
Your Name Here, Notary Public
My Commission Expires _____



LEGEND

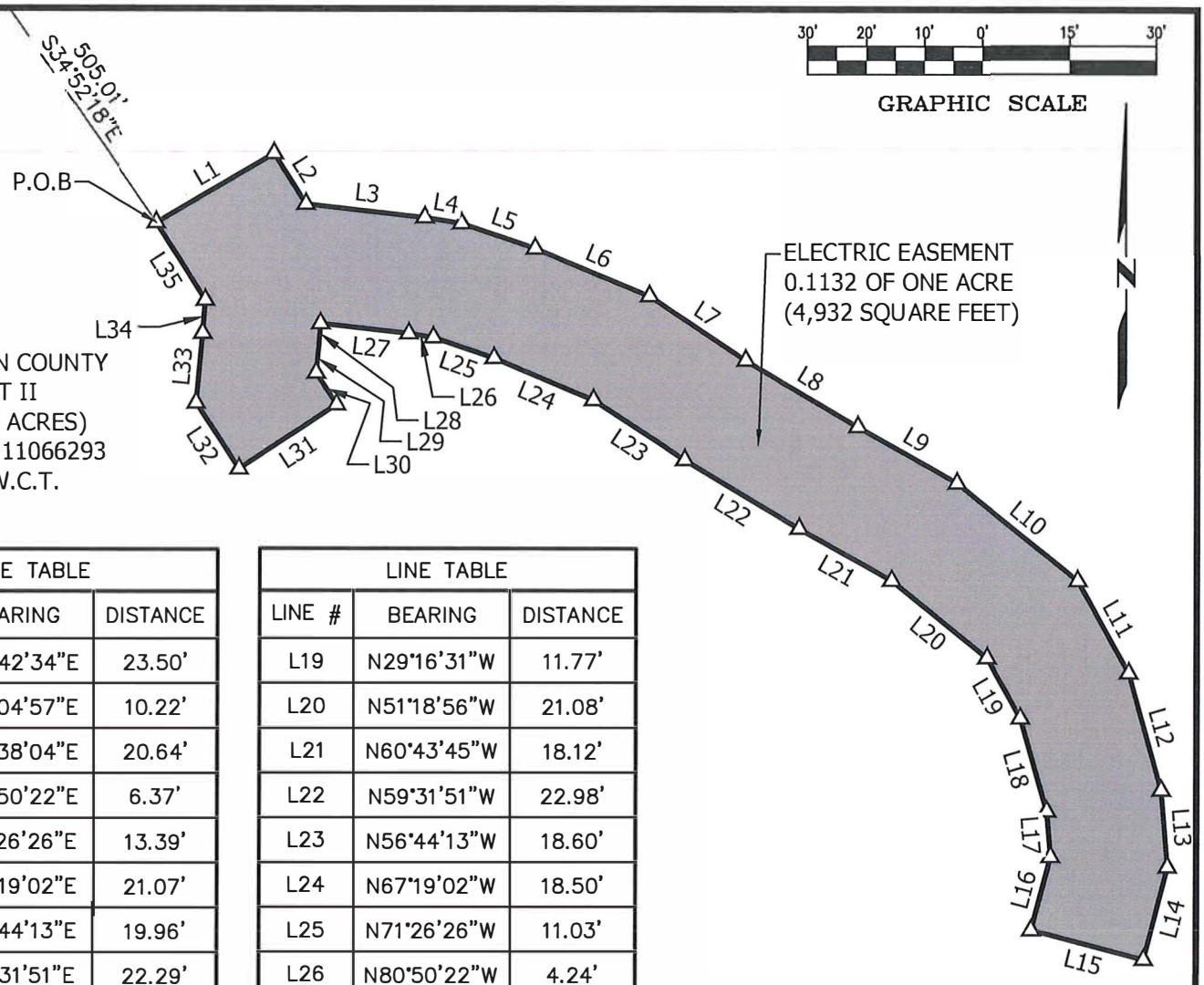
●	1/2–INCH REBAR FOUND
△	CALCULATED POINT NOT SET
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.O.C.	POINT OF COMMENCING
P.O.B.	POINT OF BEGINNING

STATE OF TEXAS
REGISTERED
FRANK WILLIAM FUNK
6803
PROFESSIONAL
LAND SURVEYOR

03/07/2025

JOB NUMBER: 24–021	DATE: 03/07/2025		
PROJECT NAME: HLF BERRY SPRINGS PARK			
DRAWING NAME: HLF BERRY SPRINGS PARK PEC ESMT_2 1.00012			
DRAWING FILE PATH: "K:\!2024\24021 – HLF BERRY SPRINGS PARK\CAD\DWGS\			
METES AND BOUNDS FILE PATH: "K:\!2024\24021 – HLF BERRY SPRINGS PARK\DESCRIPTIONS			
RPLS: FWF	TECH: LTI	PARTY CHIEF: N/A	CHK BY: FWF
SHEET 04 of 05	FIELDBOOKS N/A		SCALE:1"=150'

LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642
TBPELS FIRM NO. 10001800
512-238-7901



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N59°42'34"E	23.50'
L2	S32°04'57"E	10.22'
L3	S83°38'04"E	20.64'
L4	S80°50'22"E	6.37'
L5	S71°26'26"E	13.39'
L6	S67°19'02"E	21.07'
L7	S56°44'13"E	19.96'
L8	S59°31'51"E	22.29'
L9	S60°43'45"E	19.56'
L10	S51°18'56"E	26.63'
L11	S29°16'31"E	18.02'
L12	S15°52'50"E	20.80'
L13	S04°43'55"E	13.15'
L14	S14°34'19"W	16.32'
L15	N75°25'41"W	20.00'
L16	N14°34'19"E	12.92'
L17	N04°43'55"W	7.80'
L18	N15°52'50"W	16.50'

LINE TABLE		
LINE #	BEARING	DISTANCE
L19	N29°16'31"W	11.77'
L20	N51°18'56"W	21.08'
L21	N60°43'45"W	18.12'
L22	N59°31'51"W	22.98'
L23	N56°44'13"W	18.60'
L24	N67°19'02"W	18.50'
L25	N71°26'26"W	11.03'
L26	N80°50'22"W	4.24'
L27	N83°38'04"W	15.35'
L28	S04°37'48"W	3.44'
L29	S05°23'47"W	5.02'
L30	S33°22'11"E	6.44'
L31	S56°37'49"W	20.00'
L32	N33°22'11"W	13.48'
L33	N05°23'47"E	11.93'
L34	N04°20'23"E	5.68'
L35	N32°44'51"W	15.73'

GENERAL NOTES:

THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 – 2011 ADJUSTMENT), CENTRAL ZONE (4203).

DISTANCES AND AREAS SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A ***GRID–TO–SURFACE*** COMBINED ADJUSTMENT FACTOR OF 1.00012000

JOB NUMBER: 24–021	DATE: 03/07/2025	
PROJECT NAME: HLF BERRY SPRINGS PARK		
DRAWING NAME: HLF BERRY SPRINGS PARK PEC ESMT_2 1.00012		
DRAWING FILE PATH: "K:\!2024\24021 – HLF BERRY SPRINGS PARK\CAD\DWGS\		
METES AND BOUNDS FILE PATH: "K:\!2024\24021 – HLF BERRY SPRINGS PARK\DESCRIPTIONS		
RPLS: FWF | TECH: LTI | PARTY CHIEF: N/A		CHK BY: FWF
SHEET 05 of 05	FIELDBOOKS N/A	SCALE:1"=30'

LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642
TBPELS FIRM NO. 10001800
512-238-7901

LSI LANDESIGN SERVICES, INC.
10090 W Highway 29 | Liberty Hill, Texas 78642
TBPELS Firm No. 10001800 | 512-238-7901 office

EXHIBIT " "

METES AND BOUNDS DESCRIPTION

BEING 0.1847 OF ONE ACRE (8,047 SQUARE FEET) OF LAND, SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE JOHN BERRY SURVEY, ABSTRACT NO. 51 IN WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 210.5140 ACRE TRACT OF LAND DESCRIBED AS TRACT II IN A DEED WITHOUT WARRANTY TO WILLIAMSON COUNTY, RECORDED IN DOCUMENT NO. 2011066293 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch rebar found in the North line of said 210.5140 acre tract and the common South line of a called 10.1802 acre tract described in a Cash Warranty Deed to The Chamberlin Family Trust, recorded in Document No. 2001075483 of said O.P.R.W.C.T., from which a 1/2-inch rebar found in the South line of Lot 1, DRY BERRY SUBDIVISION, a subdivision of record in Cabinet K, Slide 263 of said O.P.R.W.C.T., for the Northeast corner of said 10.1802 acre tract and a common corner of said 210.5140 acre tract, bears North 52°04'15" East a distance of 218.13 feet, and then North 23°06'55" West a distance of 638.49 feet;

THENCE South 45°06'13" East, over and across said 210.5140 acre tract, a distance of 84.58 feet to a Calculated Point for the **POINT OF BEGINNING** of the herein described tract;

THENCE, continuing over and across said 210.5140 acre tract, the following forty-seven (47) courses and distances:

1. **South 88°44'17" East**, a distance of **36.18** feet to a Calculated Point;
2. **South 85°37'36" East**, a distance of **34.01** feet to a Calculated Point;
3. **South 88°38'54" East**, a distance of **26.92** feet to a Calculated Point;
4. **North 89°59'16" East**, a distance of **23.36** feet to a Calculated Point;
5. **South 87°12'09" East**, a distance of **26.87** feet to a Calculated Point;

6. **North 88°54'47" East**, a distance of **23.03** feet to a Calculated Point;
7. **North 81°15'51" East**, a distance of **22.51** feet to a Calculated Point;
8. **North 85°50'12" East**, a distance of **19.21** feet to a Calculated Point;
9. **North 78°25'35" East**, a distance of **7.71** feet to a Calculated Point;
10. **North 82°52'33" East**, a distance of **8.51** feet to a Calculated Point;
11. **North 80°22'08" East**, a distance of **10.86** feet to a Calculated Point;
12. **North 81°17'42" East**, a distance of **7.35** feet to a Calculated Point;
13. **North 73°43'03" East**, a distance of **6.76** feet to a Calculated Point;
14. **North 69°25'51" East**, a distance of **8.28** feet to a Calculated Point;
15. **North 63°40'01" East**, a distance of **17.93** feet to a Calculated Point;
16. **North 80°45'09" East**, a distance of **18.85** feet to a Calculated Point;
17. **South 08°05'22" East**, a distance of **23.29** feet to a Calculated Point;
18. **South 80°11'53" West**, a distance of **26.92** feet to a Calculated Point;
19. **South 63°40'01" West**, a distance of **3.86** feet to a Calculated Point;
20. **South 69°25'51" West**, a distance of **10.03** feet to a Calculated Point;
21. **South 73°43'03" West**, a distance of **8.83** feet to a Calculated Point;
22. **South 81°17'42" West**, a distance of **8.52** feet to a Calculated Point;
23. **South 80°22'08" West**, a distance of **8.98** feet to a Calculated Point;
24. **South 06°04'15" East**, a distance of **21.41** feet to a Calculated Point;
25. **South 04°17'57" East**, a distance of **13.75** feet to a Calculated Point;
26. **South 01°22'22" East**, a distance of **21.36** feet to a Calculated Point;
27. **South 88°37'38" West**, a distance of **20.00** feet to a Calculated Point;
28. **North 01°22'22" West**, a distance of **20.85** feet to a Calculated Point;

29. **North 04°17'57" West**, a distance of **12.93** feet to a Calculated Point;

30. **North 06°04'15" West**, a distance of **20.07** feet to a Calculated Point;

31. **South 85°50'12" West**, a distance of **18.21** feet to a Calculated Point;

32. **South 81°15'51" West**, a distance of **23.05** feet to a Calculated Point;

33. **South 88°54'47" West**, a distance of **25.04** feet to a Calculated Point;

34. **North 87°12'09" West**, a distance of **27.06** feet to a Calculated Point;

35. **South 89°59'16" West**, a distance of **23.11** feet to a Calculated Point;

36. **North 88°38'54" West**, a distance of **27.69** feet to a Calculated Point;

37. **North 85°37'36" West**, a distance of **34.00** feet to a Calculated Point;

38. **North 88°44'17" West**, a distance of **26.30** feet to a Calculated Point;

39. **South 41°10'51" West**, a distance of **10.91** feet to a Calculated Point;

40. **South 26°58'57" West**, a distance of **15.38** feet to a Calculated Point;

41. **South 24°09'28" West**, a distance of **5.97** feet to a Calculated Point;

42. **South 08°28'32" West**, a distance of **5.55** feet to a Calculated Point;

43. **North 81°31'28" West**, a distance of **20.00** feet to a Calculated Point;

44. **North 08°28'32" East**, a distance of **8.30** feet to a Calculated Point;

45. **North 24°09'28" East**, a distance of **9.22** feet to a Calculated Point;

46. **North 26°58'57" East**, a distance of **18.37** feet to a Calculated Point; and

47. **North 41°10'51" East**, a distance of **22.74** feet to the **POINT OF BEGINNING** and containing 0.1847 of one acre (8,047 Square Feet) of land, more or less.

This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203).

Distances and areas shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.00012.

This property description was prepared from an on-the-ground survey performed under my supervision and is accompanied by a separate plat of even date.

Frank W Funk 03/07/2025

Frank W. Funk
Registered Professional Land Surveyor
State of Texas No. 6803



Job Number: 24-021
Attachments: "K:\!2024\24021 - HLF Berry Springs Park\CAD\DWGs\HLF Berry Springs Park PEC Esmt_1 1.00012 SF.dwg"

_____
Authorized Signature

_____
Date

Notary:

State of Texas
County of Williamson
The foregoing document was acknowledged before me _____ day of _____, 2025

_____
Your Name Here, Notary Public
My Commission Expires _____

DRY BERRY SUBDIVISION
CAB. K, SLIDE 263
O.P.R.W.C.T.

100' 80' 60' 40' 20' 0' 50' 100'
GRAPHIC SCALE

N

LOT 1

JOHN BERRY SURVEY
ABSTRACT NO. 51

N23°06'55"W 638.49'

THE CHAMBERLIN FAMILY TRUST
(10.1802 ACRES)
DOC NO. 2001075483
O.P.R.W.C.T.

WILLIAMSON COUNTY
TRACT II
(210.5140 ACRES)
DOC NO. 2011066293
O.P.R.W.C.T.

218.13'
N52°04'15"E

P.O.C

L1

P.O.B

ELECTRIC EASEMENT
0.1847 OF ONE ACRE
(8,047 SQUARE FEET)

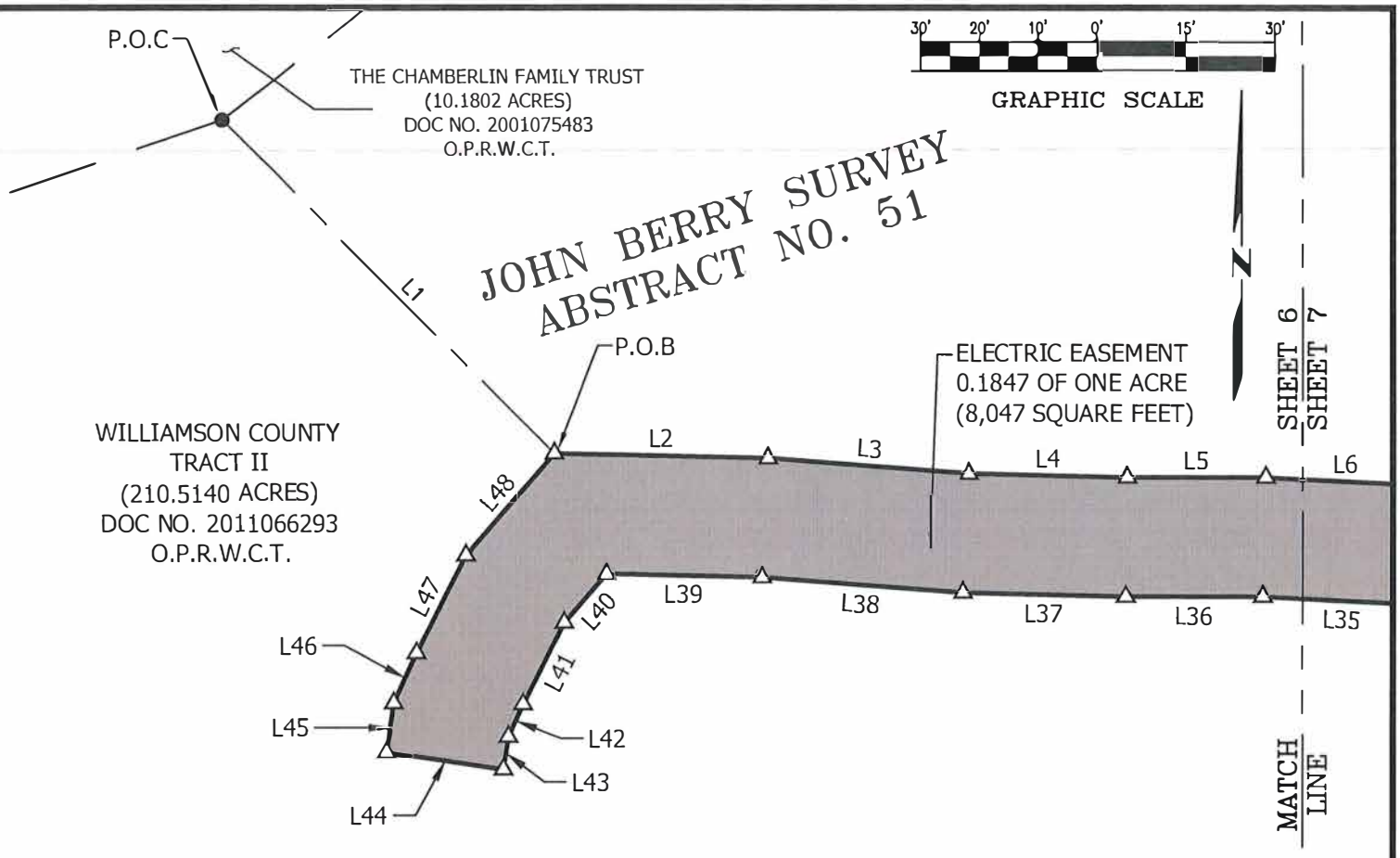
STATE OF TEXAS
REGISTERED
FRANK WILLIAM FUNK
6803
PROFESSIONAL
LAND SURVEYOR

03/07/2025

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S45°06'13"E	79.42'

JOB NUMBER: 24-021	DATE: 03/07/2025	
PROJECT NAME: HLF BERRY SPRINGS PARK		
DRAWING NAME: HLF BERRY SPRINGS PARK PEC ESMT_1 1.00012		
DRAWING FILE PATH: "K:\!2024\24021 - HLF BERRY SPRINGS PARK\CAD\DWGS\		
METES AND BOUNDS FILE PATH: "K:\!2024\24021 - HLF BERRY SPRINGS PARK\DESCRIPTIONS		
RPLS: FWF | TECH: LTI | PARTY CHIEF: N/A		CHK BY: FWF
SHEET 05 of 07	FIELDBOOKS N/A	SCALE:1"=100'

LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642
TBPELS FIRM NO. 10001800
512-238-7901



LEGEND

●	1/2–INCH REBAR FOUND
△	CALCULATED POINT NOT SET
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.O.C.	POINT OF COMMENCING
P.O.B.	POINT OF BEGINNING

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S45°06'13"E	79.42'
L2	S88°44'17"E	36.18'
L3	S85°37'36"E	34.01'
L4	S88°38'54"E	26.92'
L5	N89°59'16"E	23.36'
L6	S87°12'09"E	26.87'
L35	N87°12'09"W	27.06'
L36	S89°59'16"W	23.11'
L37	N88°38'54"W	27.69'
L38	N85°37'36"W	34.00'

LINE TABLE		
LINE #	BEARING	DISTANCE
L39	N88°44'17"W	26.30'
L40	S41°10'51"W	10.91'
L41	S26°58'57"W	15.38'
L42	S24°09'28"W	5.97'
L43	S08°28'32"W	5.55'
L44	N81°31'28"W	20.00'
L45	N08°28'32"E	8.30'
L46	N24°09'28"E	9.22'
L47	N26°58'57"E	18.37'
L48	N41°10'51"E	22.74'

GENERAL NOTES:

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JOB NUMBER: 24–021		DATE: 03/07/2025	
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RPLS: FWF	TECH: LTI	PARTY CHIEF: N/A	CHK BY: FWF
SHEET 06 of 07	FIELDBOOKS N/A		SCALE:1"=30'

LSI LANDESIGN SERVICES, INC.
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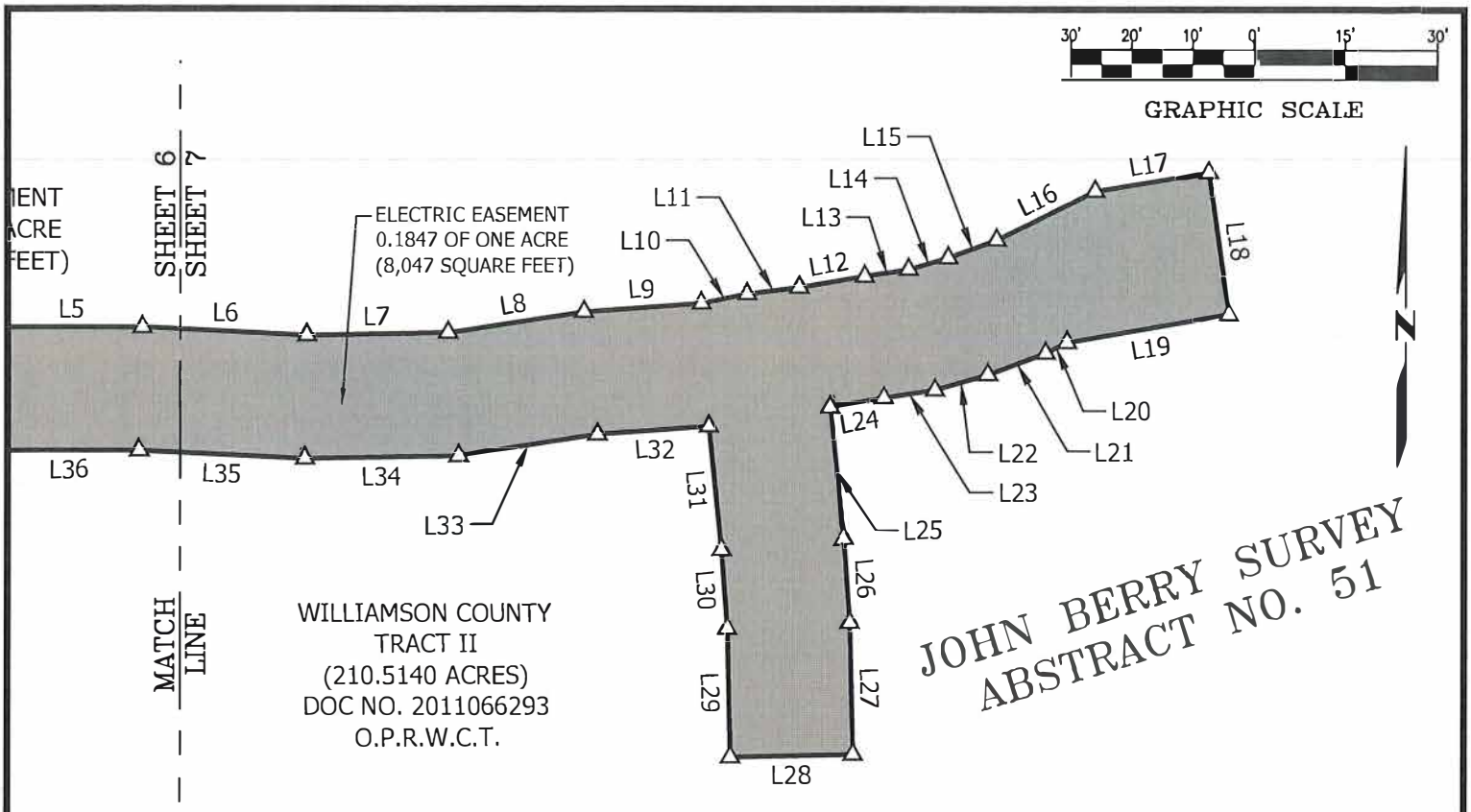

LINE TABLE		
LINE #	BEARING	DISTANCE
L5	N89°59'16"E	23.36'
L6	S87°12'09"E	26.87'
L7	N88°54'47"E	23.03'
L8	N81°15'51"E	22.51'
L9	N85°50'12"E	19.21'
L10	N78°25'35"E	7.71'
L11	N82°52'33"E	8.51'
L12	N80°22'08"E	10.86'
L13	N81°17'42"E	7.35'
L14	N73°43'03"E	6.76'
L15	N69°25'51"E	8.28'
L16	N63°40'01"E	17.93'

LINE TABLE		
LINE #	BEARING	DISTANCE
L17	N80°45'09"E	18.85'
L18	S08°05'22"E	23.29'
L19	S80°11'53"W	26.92'
L20	S63°40'01"W	3.86'
L21	S69°25'51"W	10.03'
L22	S73°43'03"W	8.83'
L23	S81°17'42"W	8.52'
L24	S80°22'08"W	8.98'
L25	S06°04'15"E	21.41'
L26	S04°17'57"E	13.75'
L27	S01°22'22"E	21.36'
L28	S88°37'38"W	20.00'

LINE TABLE		
LINE #	BEARING	DISTANCE
L29	N01°22'22"W	20.85'
L30	N04°17'57"W	12.93'
L31	N06°04'15"W	20.07'
L32	S85°50'12"W	18.21'
L33	S81°15'51"W	23.05'
L34	S88°54'47"W	25.04'
L35	N87°12'09"W	27.06'
L36	S89°59'16"W	23.11'

JOB NUMBER: 24-021		DATE: 03/07/2025	
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RPLS: FWF	TECH: LTI	PARTY CHIEF: N/A	CHK BY: FWF
SHEET 07 of 07	FIELDBOOKS N/A		SCALE:1"=30'

LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642
TBPELS FIRM NO. 10001800
512-238-7901

Commissioners Court - Regular Session **75.**

Meeting Date: 03/25/2025

Receive the March 2025 Construction Summary Report and PowerPoint Presentation

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive the March 2025 Construction Summary Report and PowerPoint Presentation.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

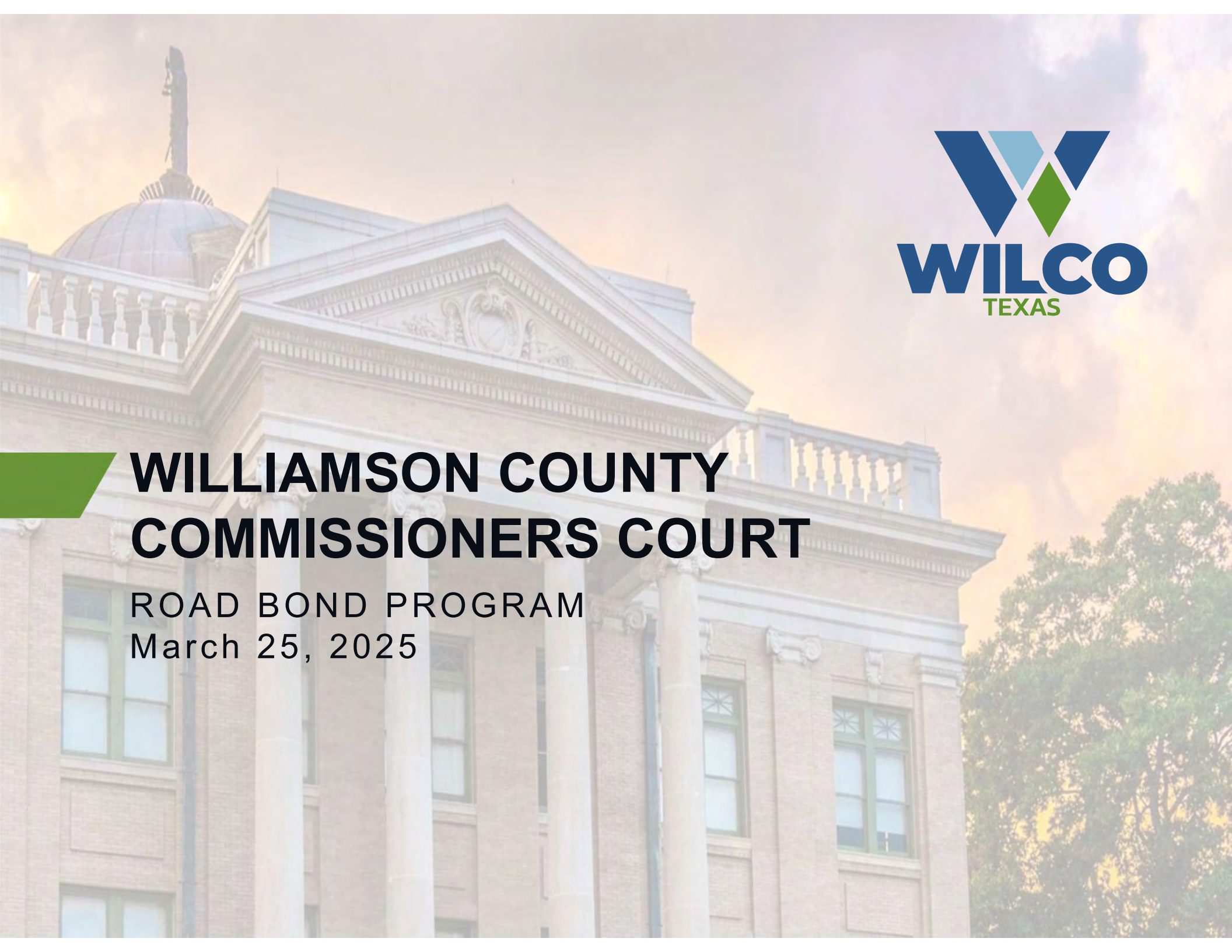
Attachments

March 2025 PowerPoint Presentation

March 2025 Construction Summary Report

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/20/2025 03:05 PM
Form Started By: Marie Walters		Started On: 03/20/2025 09:02 AM
Final Approval Date: 03/20/2025		

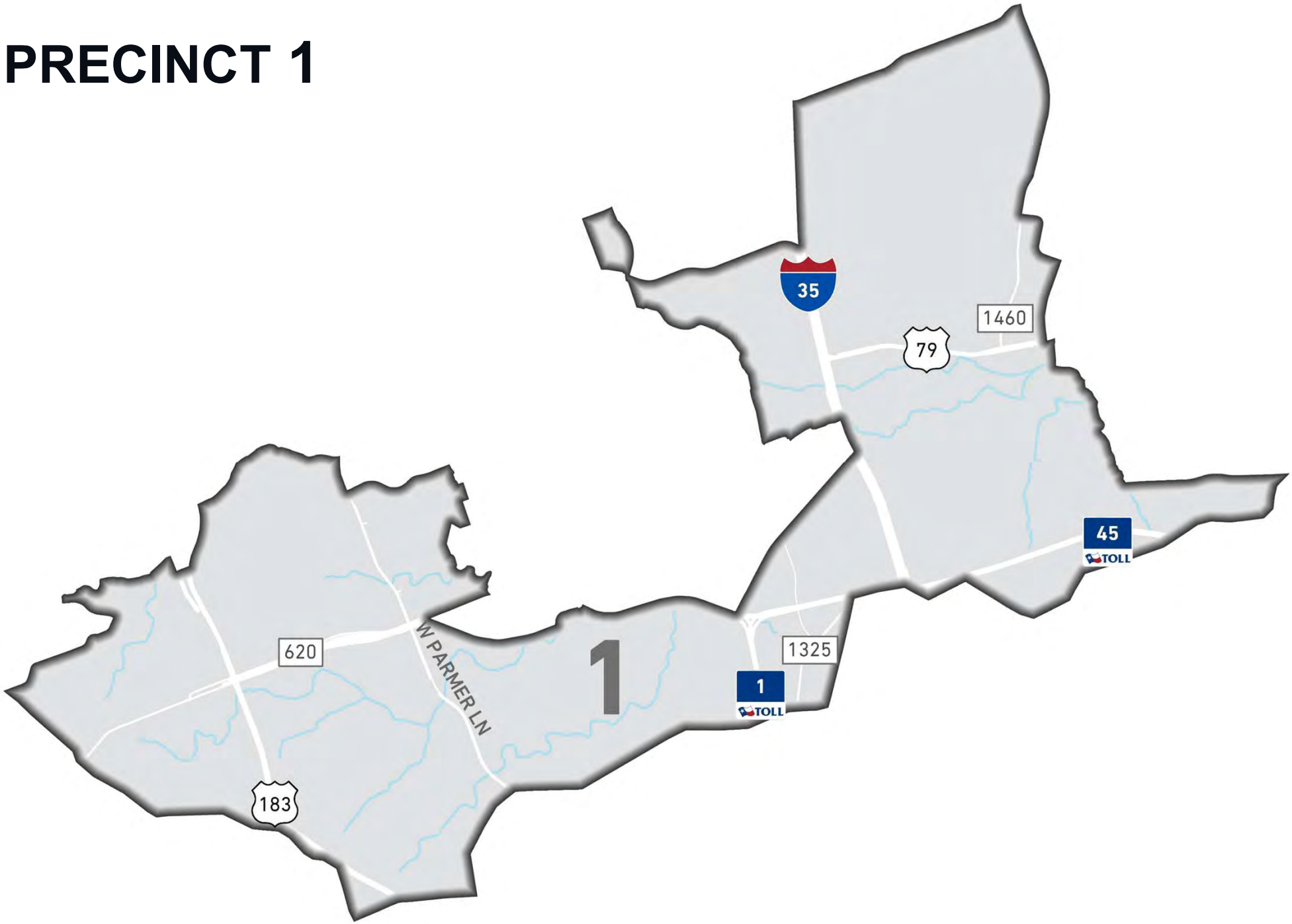


WILLIAMSON COUNTY COMMISSIONERS COURT

ROAD BOND PROGRAM

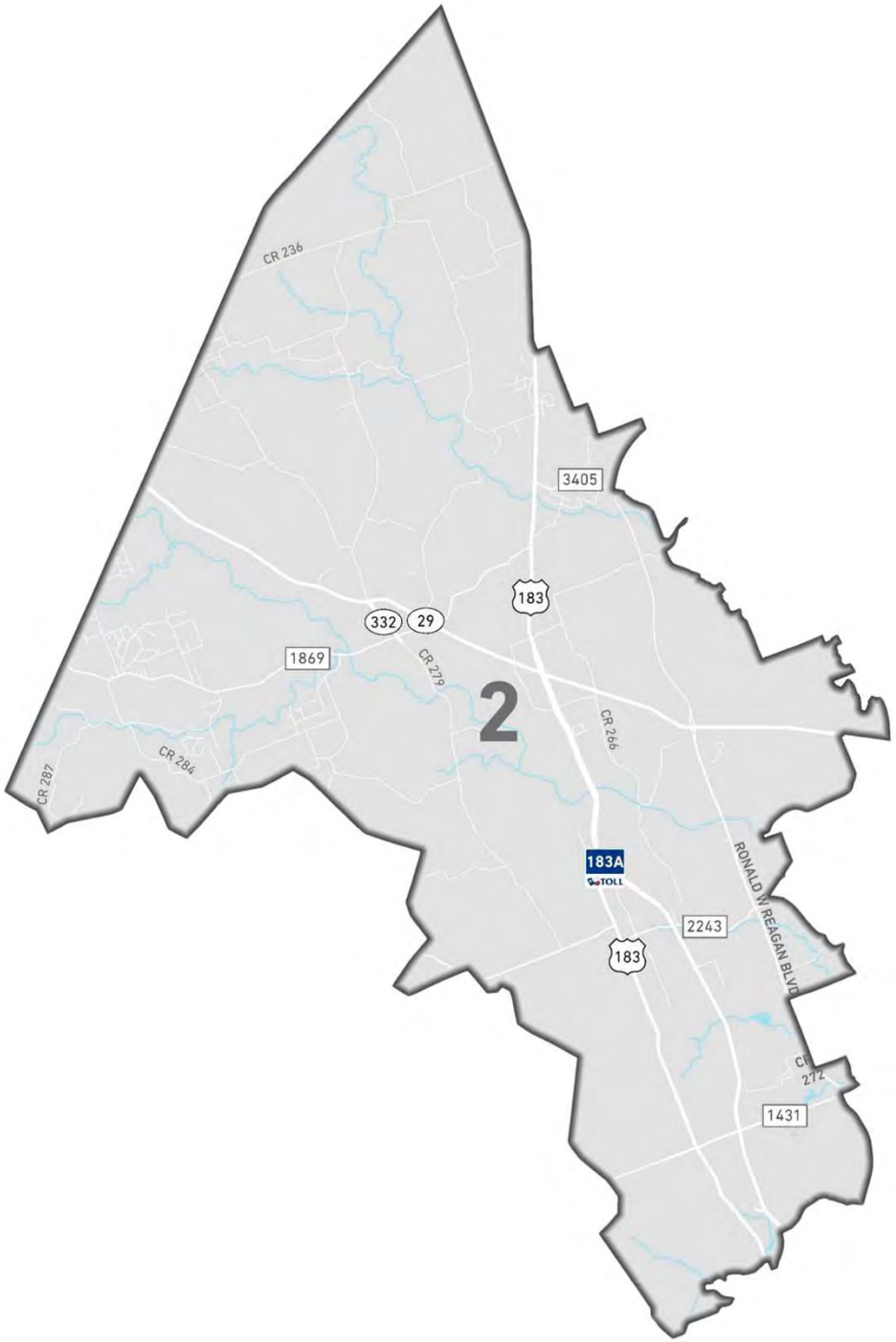
March 25, 2025

PRECINCT 1



Projects under planning and design, no active construction projects.

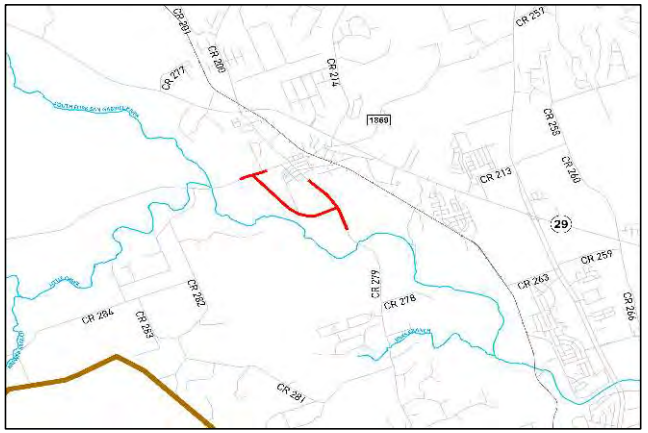
PRECINCT 2


CR 236
3405
183
332
29
1869
CR 279
2
CR 266
CR 284
CR 287
183A
TOLL
RONALD W REAGAN BLVD
2243
183
CR 272
1431

Liberty Hill (SH 29) Bypass
(RM 1869 to CR 279)

Anticipated Completion

Late 2025



Original contract amount = $14,149,449.00

Total change orders = $295,362.00

Adjusted contract price = $14,444,811.00

Expenditures to date = $9,995,297.79 (69%)

Liberty Hill (SH 29) Bypass
(RM 1869 to CR 279)



Liberty Hill (SH 29) Bypass
(RM 1869 to CR 279)



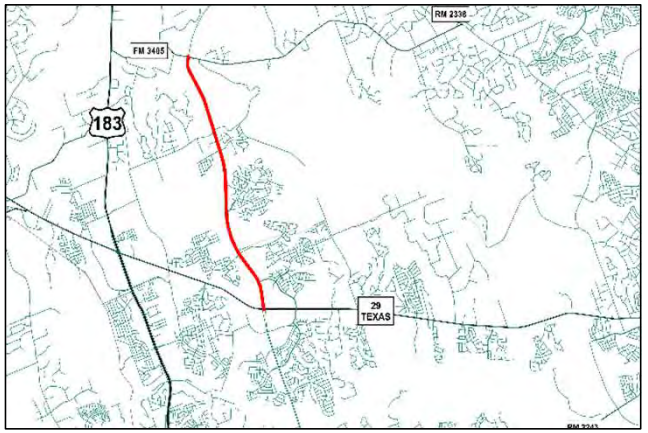
Liberty Hill (SH 29) Bypass
(RM 1869 to CR 279)



Ronald Reagan Widening
(SH 29 to FM 3405)

Anticipated Completion

Summer 2027



Original Contract Price = $52,159,299.00

Total Change Orders to Date = $294,302.50

Adjusted Contract Price = $52,453,601.50

Expenditures to Date = $14,438,113.56 (28%)

Ronald Reagan Widening
(SH 29 to FM 3405)



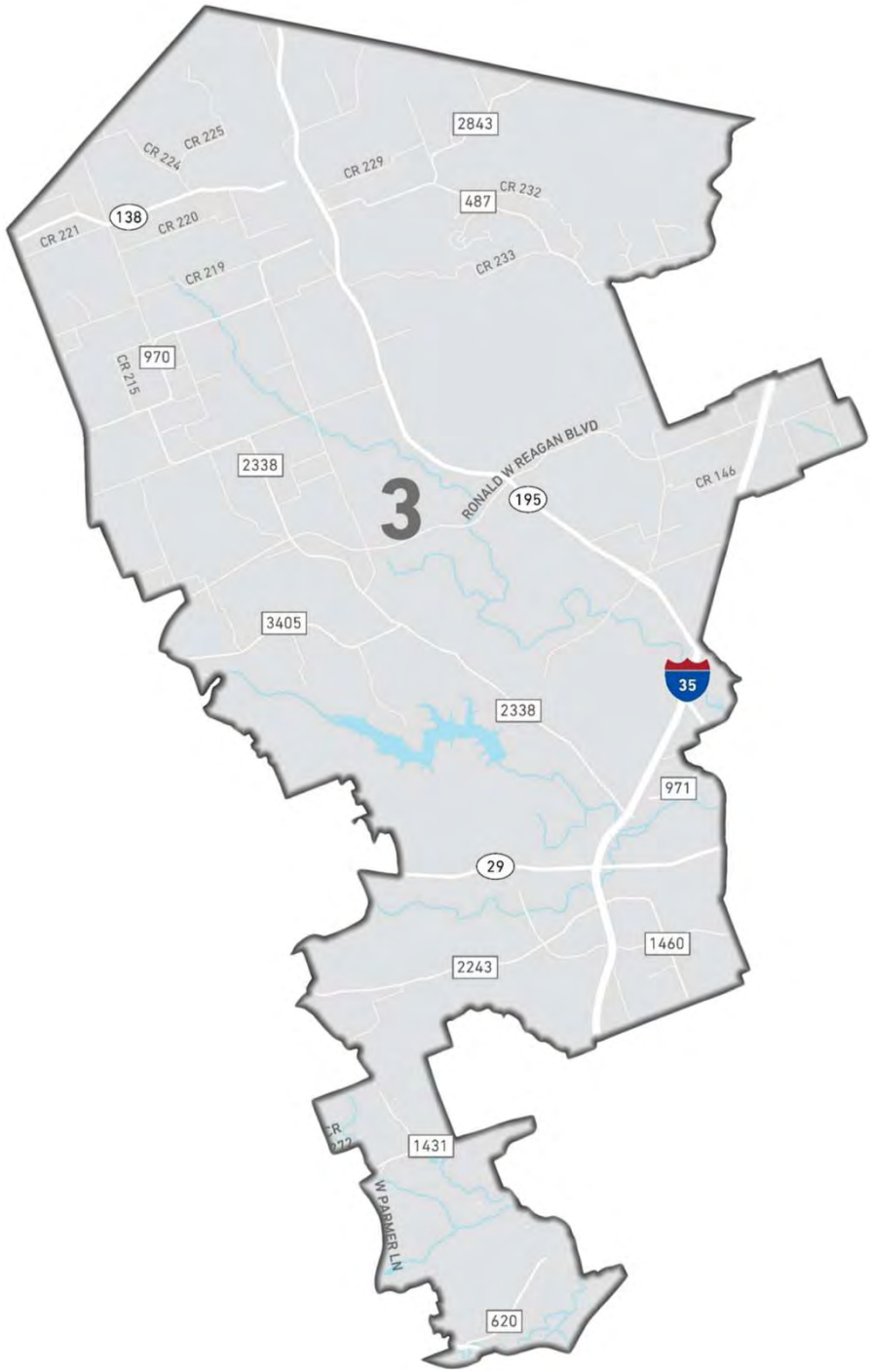
Ronald Reagan Widening
(SH 29 to FM 3405)



Ronald Reagan Widening
(SH 29 to FM 3405)



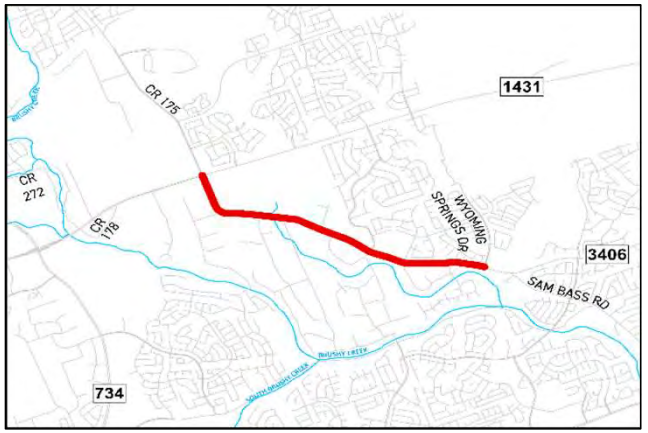
PRECINCT 3


3
2843
CR 225
CR 224
CR 229
CR 232
487
138
CR 221
CR 220
CR 219
CR 233
970
CR 215
2338
RONALD W REAGAN BLVD
195
CR 146
3405
35
2338
971
29
1460
2243
1431
W PARMER LN
620

Corridor H/Sam Bass Road
(RM 1431 to Wyoming Springs Drive)

Anticipated Completion

Fall 2025



Original Contract Price = $36,145,959.00

Total Change Orders to Date = -$1,686,175.04

Adjusted Contract Price = $34,459,783.96

Expenditures to Date = $20,205,254.38 (59%)

Corridor H/Sam Bass Road
(RM 1431 to Wyoming Springs Drive)



Corridor H/Sam Bass Road
(RM 1431 to Wyoming Springs Drive)



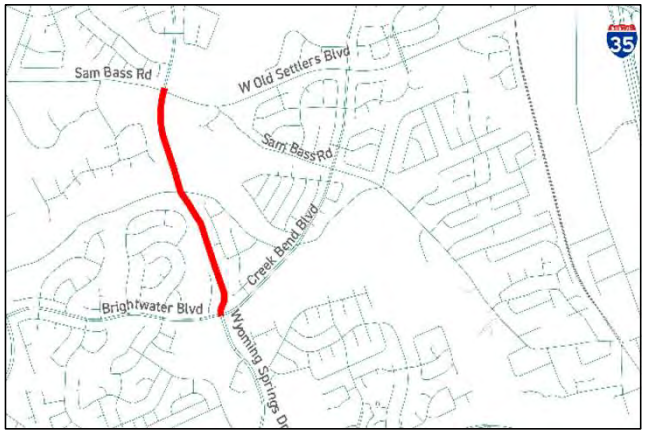
Corridor H/Sam Bass Road
(RM 1431 to Wyoming Springs Drive)



Wyoming Springs Extension
(Brightwater Boulevard/Creek Bend to Sam Bass Road)

Anticipated Completion

Late 2026



Partnership with the City of Round Rock

Original Contract Amount = $25,917,630.47

Construction is managed by the City of Round Rock

Wyoming Springs Extension
(Brightwater Boulevard/Creek Bend to Sam Bass Road)



Wyoming Springs Extension
(Brightwater Boulevard/Creek Bend to Sam Bass Road)



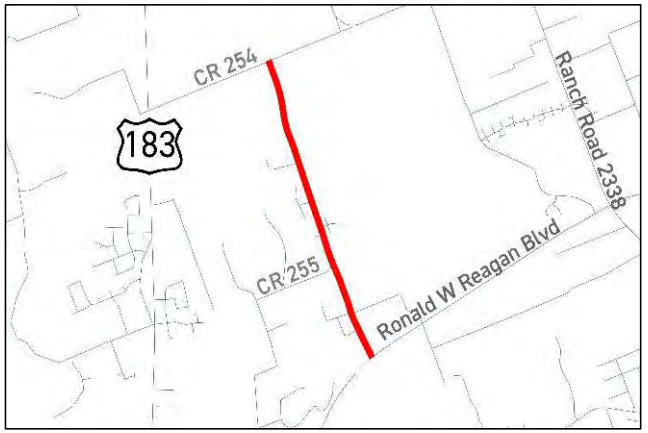
Wyoming Springs Extension
(Brightwater Boulevard/Creek Bend to Sam Bass Road)



CR 255
(CR 254 to Ronald Reagan Boulevard)

Anticipated Completion

Summer 2026



Original Contract Price = $20,847,300.93

Total Change Orders to Date = $0.00

Adjusted Contract Price = $20,847,300.93

Expenditures to Date = $2,902,839.98 (14%)

CR 255
(CR 254 to Ronald Reagan Boulevard)



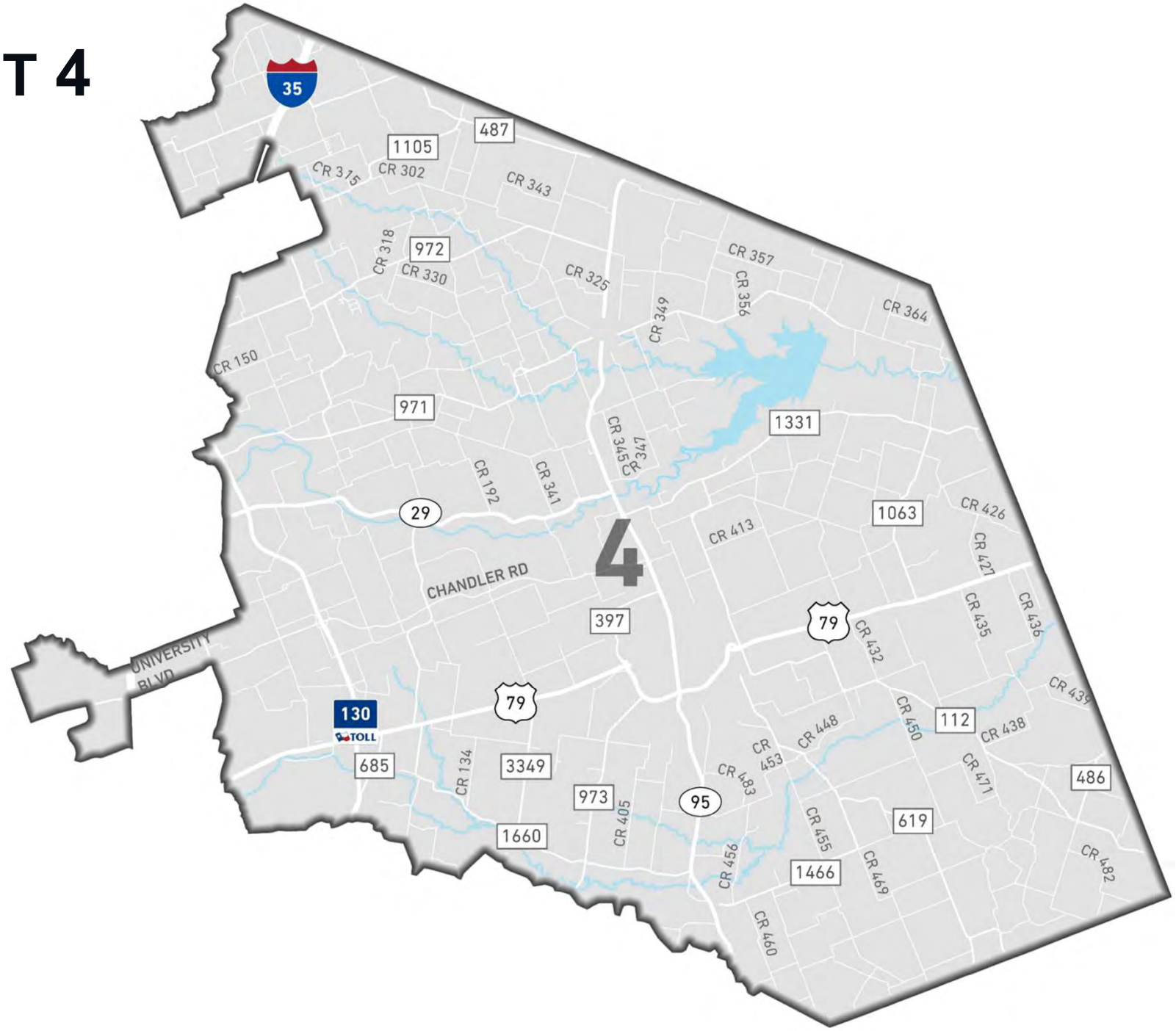
CR 255
(CR 254 to Ronald Reagan Boulevard)



CR 255
(CR 254 to Ronald Reagan Boulevard)



PRECINCT 4

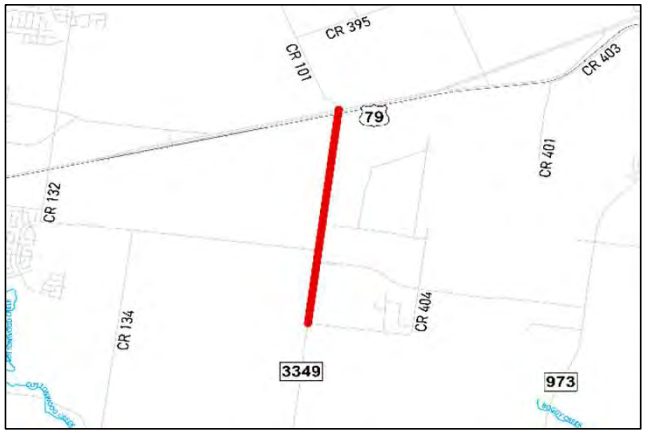


35
487
1105
CR 315
CR 302
CR 343
CR 318
972
CR 330
CR 325
CR 357
CR 356
CR 349
CR 364
CR 150
971
1331
CR 345
CR 347
CR 192
CR 341
29
1063
CR 426
CR 413
4
CR 427
CHANDLER RD
397
79
CR 432
CR 435
CR 436
UNIVERSITY BLVD
79
130
TOLL
CR 439
CR 450
112
CR 438
CR 448
CR 453
685
CR 134
3349
CR 483
CR 471
486
973
95
CR 405
619
1660
CR 455
CR 456
1466
CR 469
CR 482
CR 460

East Wilco Highway (FM 3349/US 79 Interchange) (US 79 to CR 404)

Anticipated Completion

Summer 2025 (Roadwork)



Original Contract Amount = $81,941,038.13

Total Change Orders = $2,335,980.09

Adjusted Contract Price = $84,277,018.22

Expenditures to Date = $65,825,780.86 (78%)

East Wilco Highway (FM 3349/US 79 Interchange)
(US 79 to CR 404)



East Wilco Highway (FM 3349/US 79 Interchange)
(US 79 to CR 404)



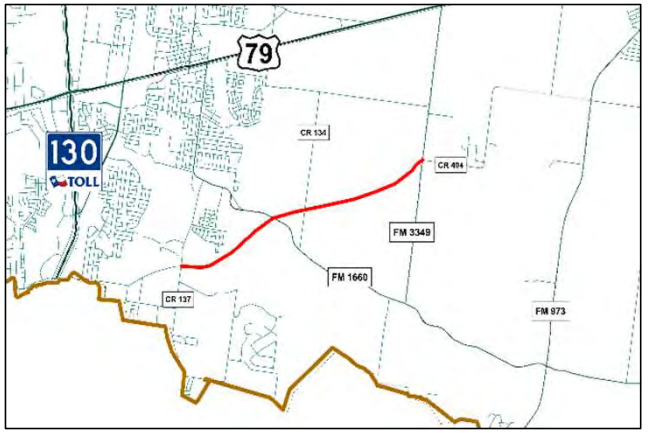
East Wilco Highway (FM 3349/US 79 Interchange)
(US 79 to CR 404)



East Wilco Highway - Segment 2
(CR 137 South of Hutto to CR 404)

Anticipated Completion

Summer 2028



Original contract amount = $64,407,606.63

Total change orders = $0.00

Adjusted contract price = $64,407,606.63

Expenditures to date = $18,223,155.68 (28%)

East Wilco Highway - Segment 2
(CR 137 South of Hutto and CR 404)



East Wilco Highway - Segment 2
(CR 137 South of Hutto and CR 404)



East Wilco Highway - Segment 2
(CR 137 South of Hutto and CR 404)



Bud Stockton Extension
(Traffic Signal at FM 487)

Substantially Complete

March 2025



Original Contract Amount = $553,983.00

Total Change Orders = $0.00

Adjusted Contract Price = $553,983.00

Expenditures to Date = $423,854.00 (77%)

Bud Stockton Extension
(Traffic Signal at FM 487)



Bud Stockton Extension
(Traffic Signal at FM 487)



Bud Stockton Extension
(Traffic Signal at FM 487)



Old Settlers Boulevard
(North Red Bud Lane/CR 122 to CR 110)

Anticipated Completion

Fall 2025



Partnership with the City of Round Rock

Original Contract Amount = $14,920,847.10

Construction is managed by the City of Round Rock

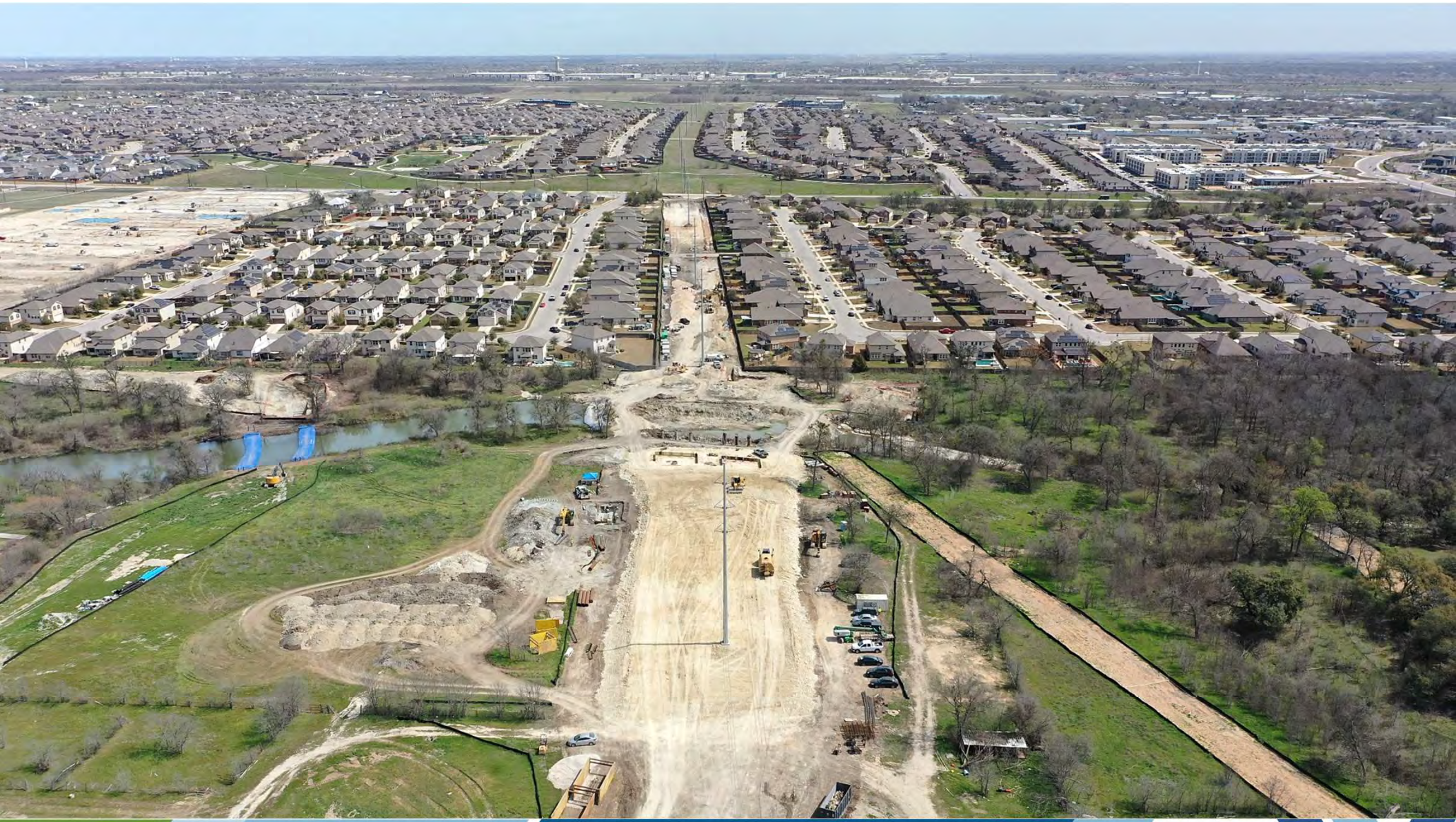
Old Settlers Boulevard
(North Red Bud Lane/CR 122 to CR 110)



Old Settlers Boulevard
(North Red Bud Lane/CR 122 to CR 110)



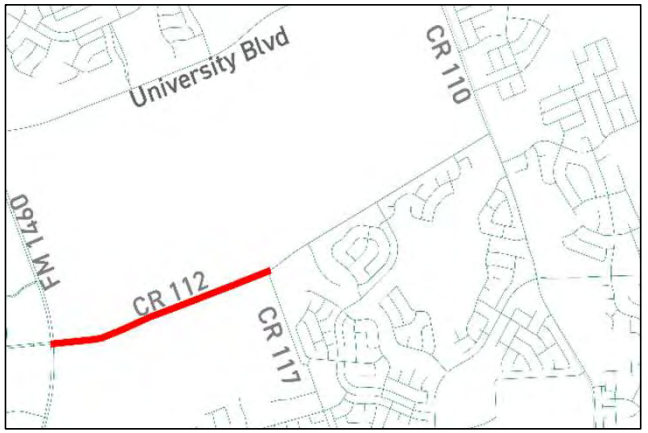
Old Settlers Boulevard
(North Red Bud Lane/CR 122 to CR 110)



CR 112 Widening
(FM 1460/A.W. Grimes to CR 117)

Anticipated Completion

Late 2026



Partnership with the City of Round Rock

Original Contract Amount = $13,119,712.35

Construction is managed by the City of Round Rock

CR 112 Widening
(FM 1460/A.W. Grimes to CR 117)



CR 112 Widening
(FM 1460/A.W. Grimes to CR 117)



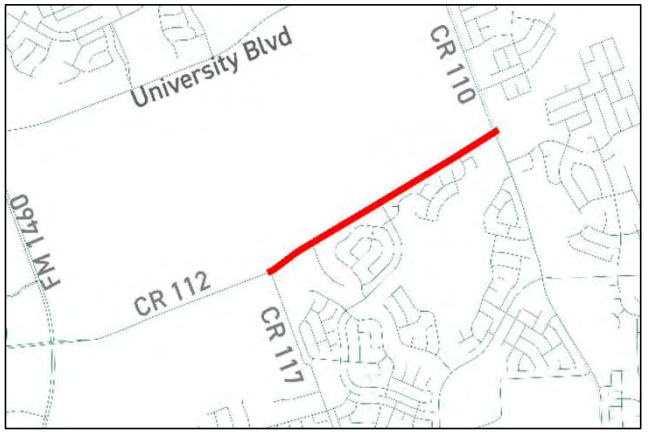
CR 112 Widening
(FM 1460/A.W. Grimes to CR 117)



CR 112 Widening
(CR 117 to CR 110)

Anticipated Completion

Late 2026



Partnership with the City of Round Rock

Original Contract Amount = $20,434,128.40

Construction is managed by the City of Round Rock

CR 112 Widening
(CR 117 to CR 110)



ROAD BOND PROGRAM

Construction Summary Report

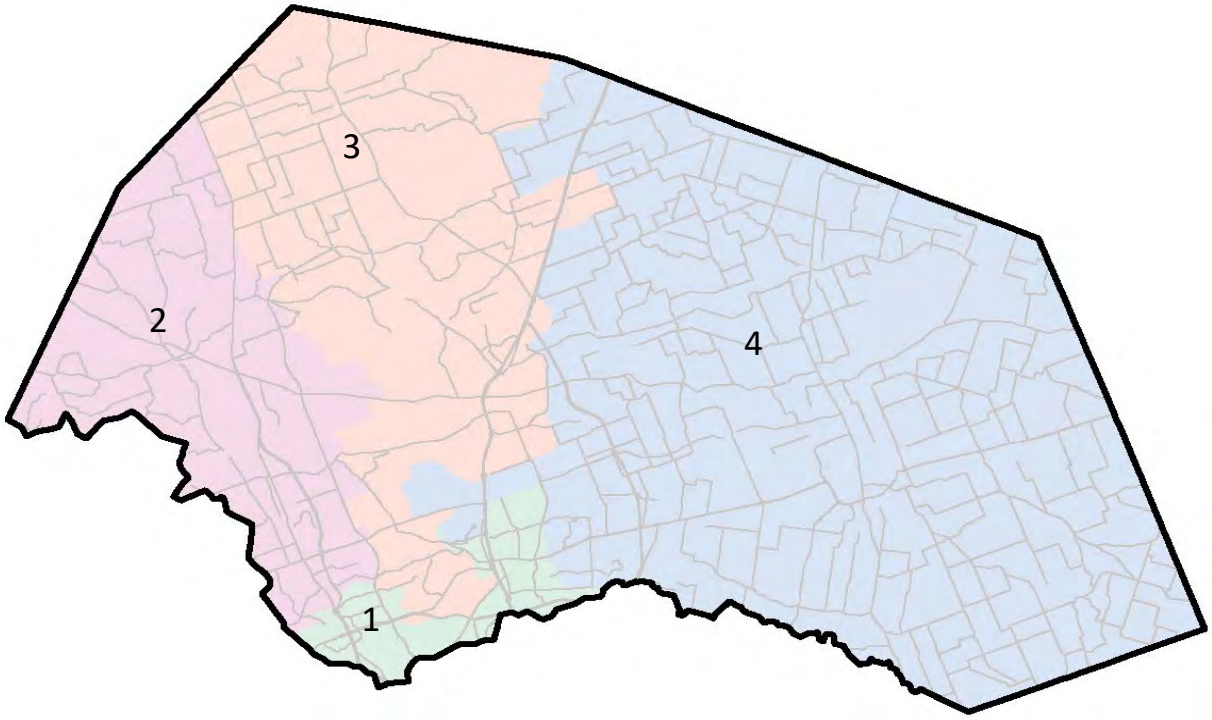
County Judge
Bill Gravell, Jr.

Commissioners
Terry Cook
Cynthia Long
Valerie Covey
Russ Boles

February 2025

WWW.WILCOTX.GOV

Volume XXX - Issue No.2



Presented By: HNTB

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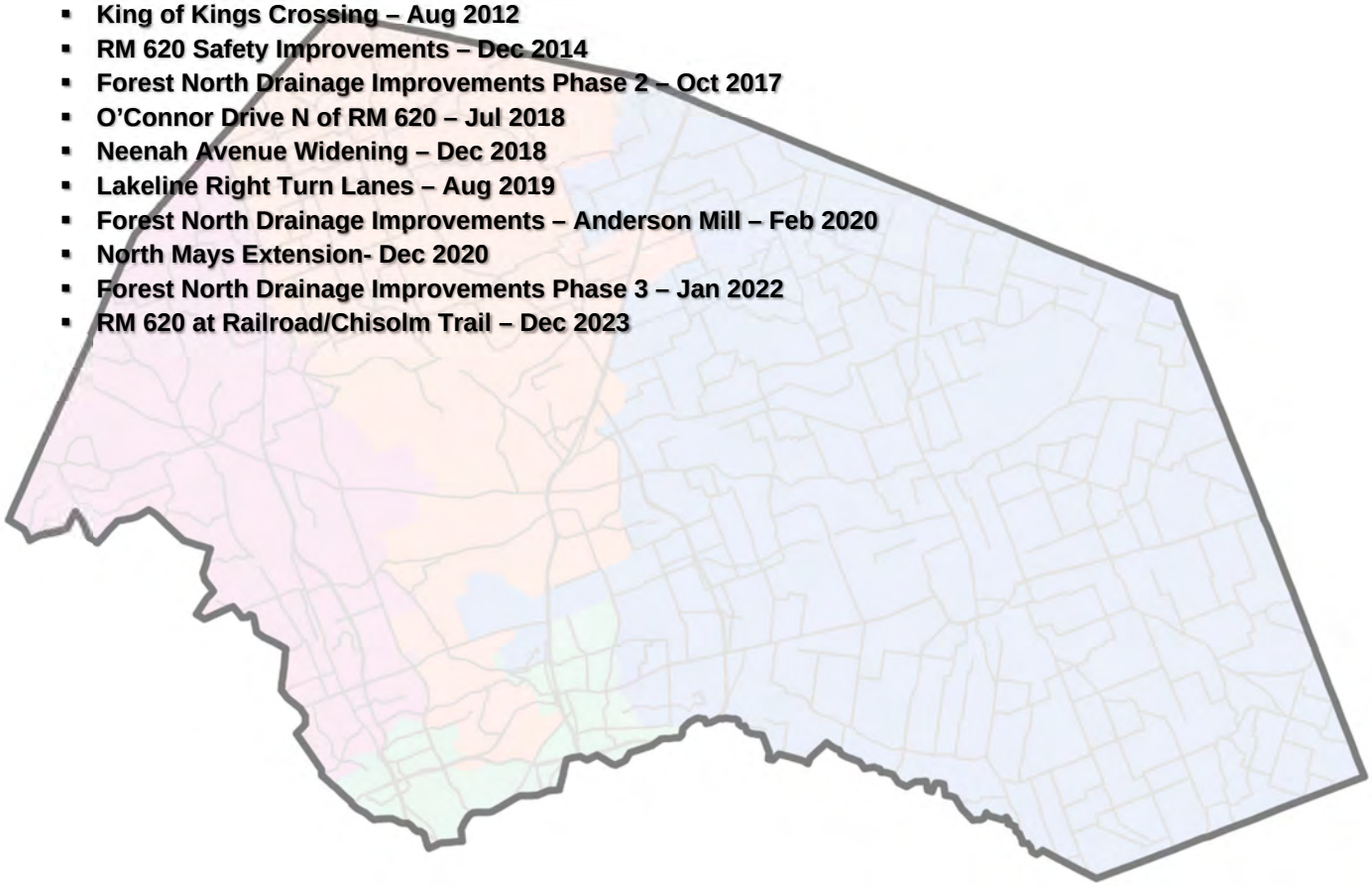
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF FEBRUARY 2025

Precinct 1

- **Pond Springs Road (signal) – Apr 2002**
- **McNeil Road, Phase 1 – Jan 2005**
- **McNeil Road, Phase 2 – Feb 2007**
- **RM 620, Phase 1 – Jan 2009**
- **Pond Springs Road – Sep 2010**
- **County Road 174 at Brushy Creek – Jun 2011**
- **O'Connor Drive Extension – Apr 2012**
- **King of Kings Crossing – Aug 2012**
- **RM 620 Safety Improvements – Dec 2014**
- **Forest North Drainage Improvements Phase 2 – Oct 2017**
- **O'Connor Drive N of RM 620 – Jul 2018**
- **Neenah Avenue Widening – Dec 2018**
- **Lakeline Right Turn Lanes – Aug 2019**
- **Forest North Drainage Improvements – Anderson Mill – Feb 2020**
- **North Mays Extension- Dec 2020**
- **Forest North Drainage Improvements Phase 3 – Jan 2022**
- **RM 620 at Railroad/Chisolm Trail – Dec 2023**



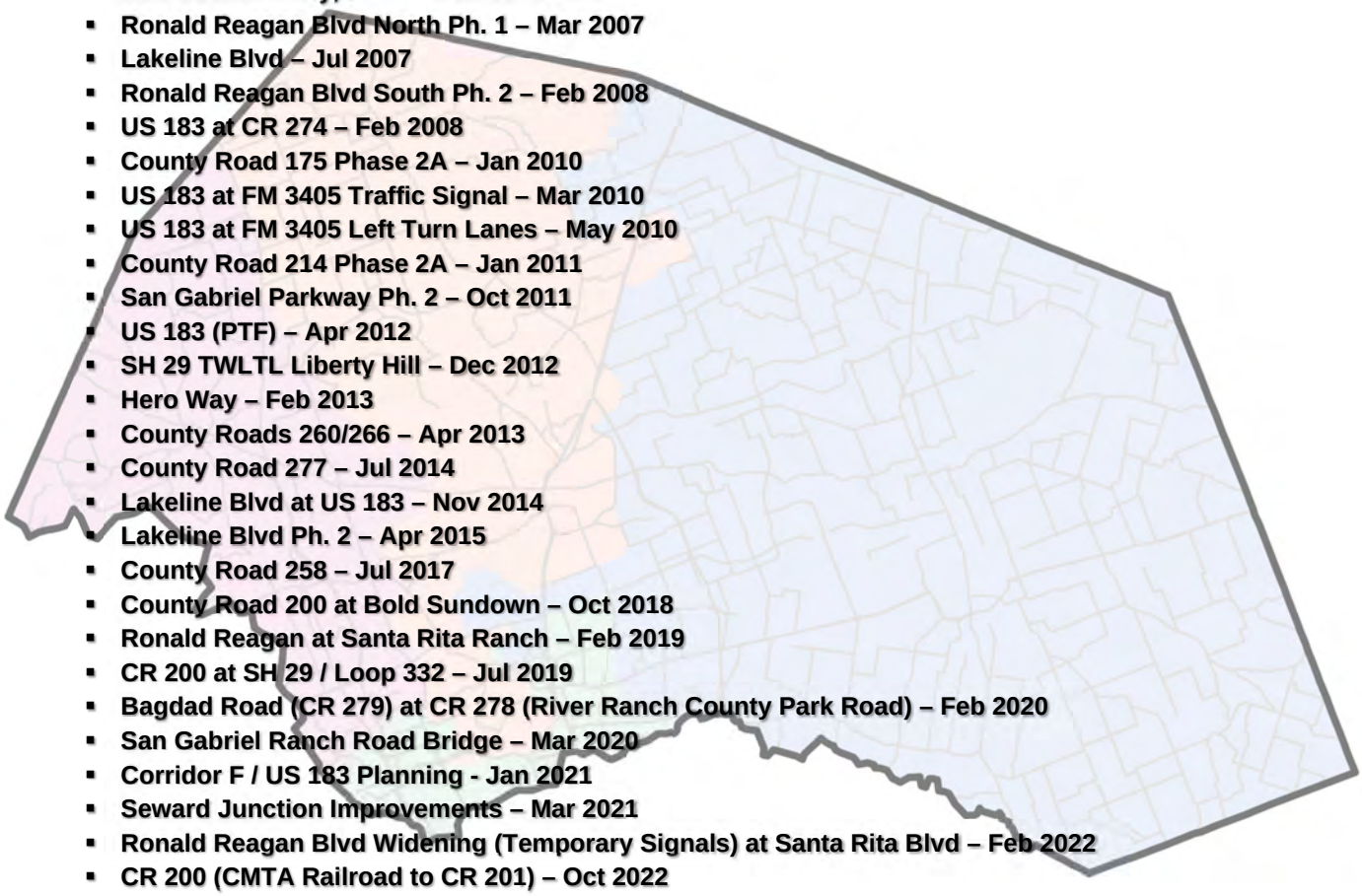
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF FEBRUARY 2025

Precinct 2

- **RM 1869 at SH 29 (signal) – Aug 2002**
- **River Bend Oaks – Feb 2003**
- **County Road 175 – Jun 2003**
- **County Road 200 – Sep 2003**
- **Ronald Reagan Blvd, South Ph. 1 – Dec 2004**
- **County Road 214 – Feb 2005**
- **County Road 258 – Sep 2006**
- **San Gabriel Pkwy, Ph. 1 – Feb 2007**
- **Ronald Reagan Blvd North Ph. 1 – Mar 2007**
- **Lakeline Blvd – Jul 2007**
- **Ronald Reagan Blvd South Ph. 2 – Feb 2008**
- **US 183 at CR 274 – Feb 2008**
- **County Road 175 Phase 2A – Jan 2010**
- **US 183 at FM 3405 Traffic Signal – Mar 2010**
- **US 183 at FM 3405 Left Turn Lanes – May 2010**
- **County Road 214 Phase 2A – Jan 2011**
- **San Gabriel Parkway Ph. 2 – Oct 2011**
- **US 183 (PTF) – Apr 2012**
- **SH 29 TWLTL Liberty Hill – Dec 2012**
- **Hero Way – Feb 2013**
- **County Roads 260/266 – Apr 2013**
- **County Road 277 – Jul 2014**
- **Lakeline Blvd at US 183 – Nov 2014**
- **Lakeline Blvd Ph. 2 – Apr 2015**
- **County Road 258 – Jul 2017**
- **County Road 200 at Bold Sundown – Oct 2018**
- **Ronald Reagan at Santa Rita Ranch – Feb 2019**
- **CR 200 at SH 29 / Loop 332 – Jul 2019**
- **Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road) – Feb 2020**
- **San Gabriel Ranch Road Bridge – Mar 2020**
- **Corridor F / US 183 Planning - Jan 2021**
- **Seward Junction Improvements – Mar 2021**
- **Ronald Reagan Blvd Widening (Temporary Signals) at Santa Rita Blvd – Feb 2022**
- **CR 200 (CMTA Railroad to CR 201) – Oct 2022**
- **Ronald Reagan Safety Improvements – July 2023**
- **CR 258 Extension – Dec 2023**



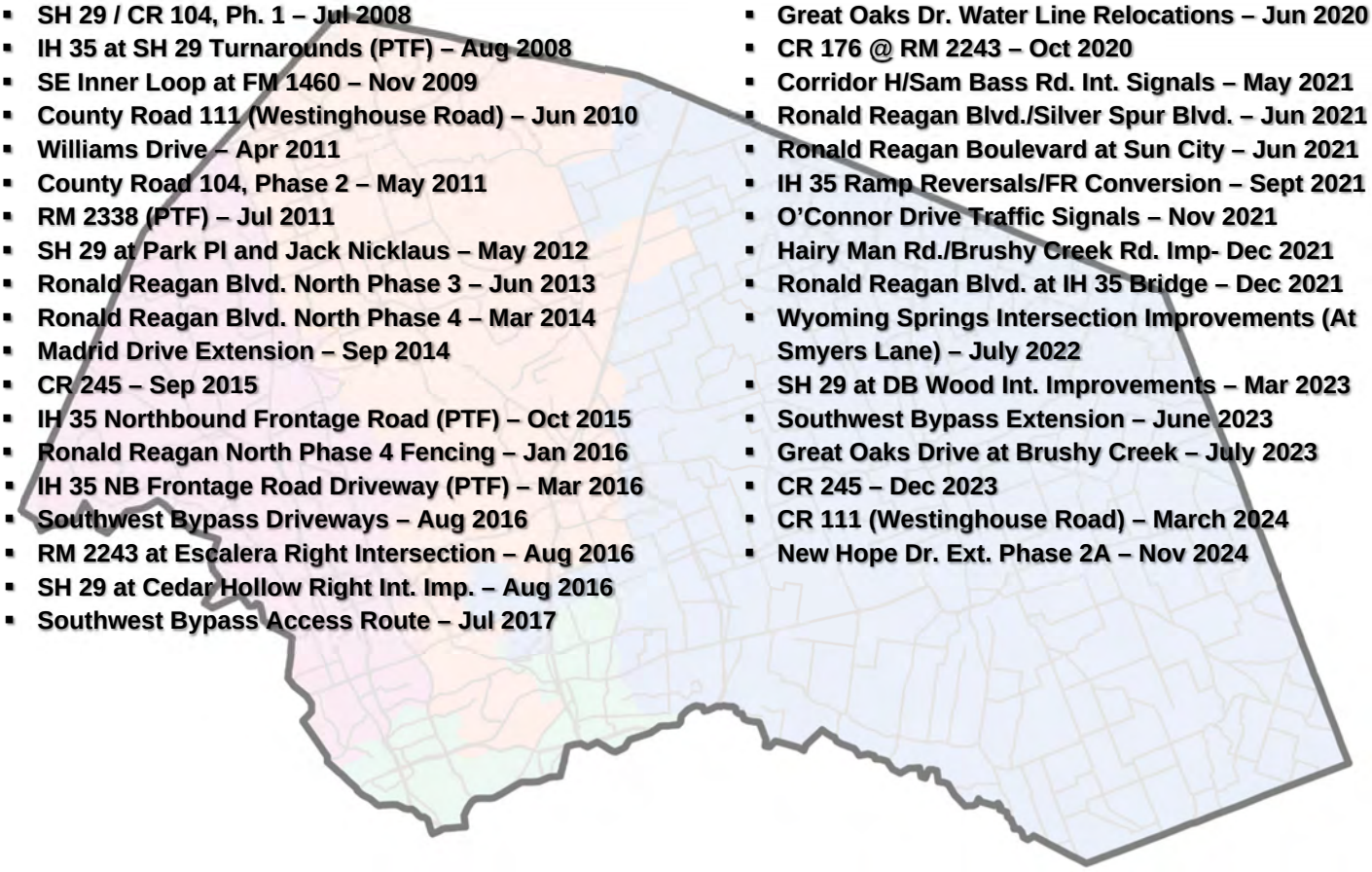
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF FEBRUARY 2025

Precinct 3

- Cedar Hollow at SH 29 (signal) – Aug 2002
- Georgetown Inner Loop Project 2 – Aug 2003
- Georgetown Inner Loop Project 1 – Jun 2004
- Georgetown Inner Loop East Extension – Sep 2004
- County Road 152 Bridge Replacement – Sep 2004
- Inner Loop East (CR 151 to Bus 35) – Oct 2005
- Ronald Reagan Blvd North, Ph. 2 – May 2008
- 12" Water Main Relo. for SH 29 Widening – Jun 2008
- SH 29 / CR 104, Ph. 1 – Jul 2008
- IH 35 at SH 29 Turnarounds (PTF) – Aug 2008
- SE Inner Loop at FM 1460 – Nov 2009
- County Road 111 (Westinghouse Road) – Jun 2010
- Williams Drive – Apr 2011
- County Road 104, Phase 2 – May 2011
- RM 2338 (PTF) – Jul 2011
- SH 29 at Park Pl and Jack Nicklaus – May 2012
- Ronald Reagan Blvd. North Phase 3 – Jun 2013
- Ronald Reagan Blvd. North Phase 4 – Mar 2014
- Madrid Drive Extension – Sep 2014
- CR 245 – Sep 2015
- IH 35 Northbound Frontage Road (PTF) – Oct 2015
- Ronald Reagan North Phase 4 Fencing – Jan 2016
- IH 35 NB Frontage Road Driveway (PTF) – Mar 2016
- Southwest Bypass Driveways – Aug 2016
- RM 2243 at Escalera Right Intersection – Aug 2016
- SH 29 at Cedar Hollow Right Int. Imp. – Aug 2016
- Southwest Bypass Access Route – Jul 2017
- Pearson Ranch Road – Oct 2017
- Arterial H Extension Phase I– Feb 2018
- Relo. of Williamson County Regional WL – Apr 2018
- RM 620 Phase 2 – Jul 2018
- Southwest Bypass Segment 1 – Sept 2018
- Inner Loop Improvements – Dec 2018
- Neenah Ave./Pearson Ranch Rd. Signal – Jan 2019
- Southwest Bypass Segment 2 – Jan 2020
- Great Oaks Dr. Water Line Relocations – Jun 2020
- CR 176 @ RM 2243 – Oct 2020
- Corridor H/Sam Bass Rd. Int. Signals – May 2021
- Ronald Reagan Blvd./Silver Spur Blvd. – Jun 2021
- Ronald Reagan Boulevard at Sun City – Jun 2021
- IH 35 Ramp Reversals/FR Conversion – Sept 2021
- O'Connor Drive Traffic Signals – Nov 2021
- Hairy Man Rd./Brushy Creek Rd. Imp- Dec 2021
- Ronald Reagan Blvd. at IH 35 Bridge – Dec 2021
- Wyoming Springs Intersection Improvements (At Smyers Lane) – July 2022
- SH 29 at DB Wood Int. Improvements – Mar 2023
- Southwest Bypass Extension – June 2023
- Great Oaks Drive at Brushy Creek – July 2023
- CR 245 – Dec 2023
- CR 111 (Westinghouse Road) – March 2024
- New Hope Dr. Ext. Phase 2A – Nov 2024



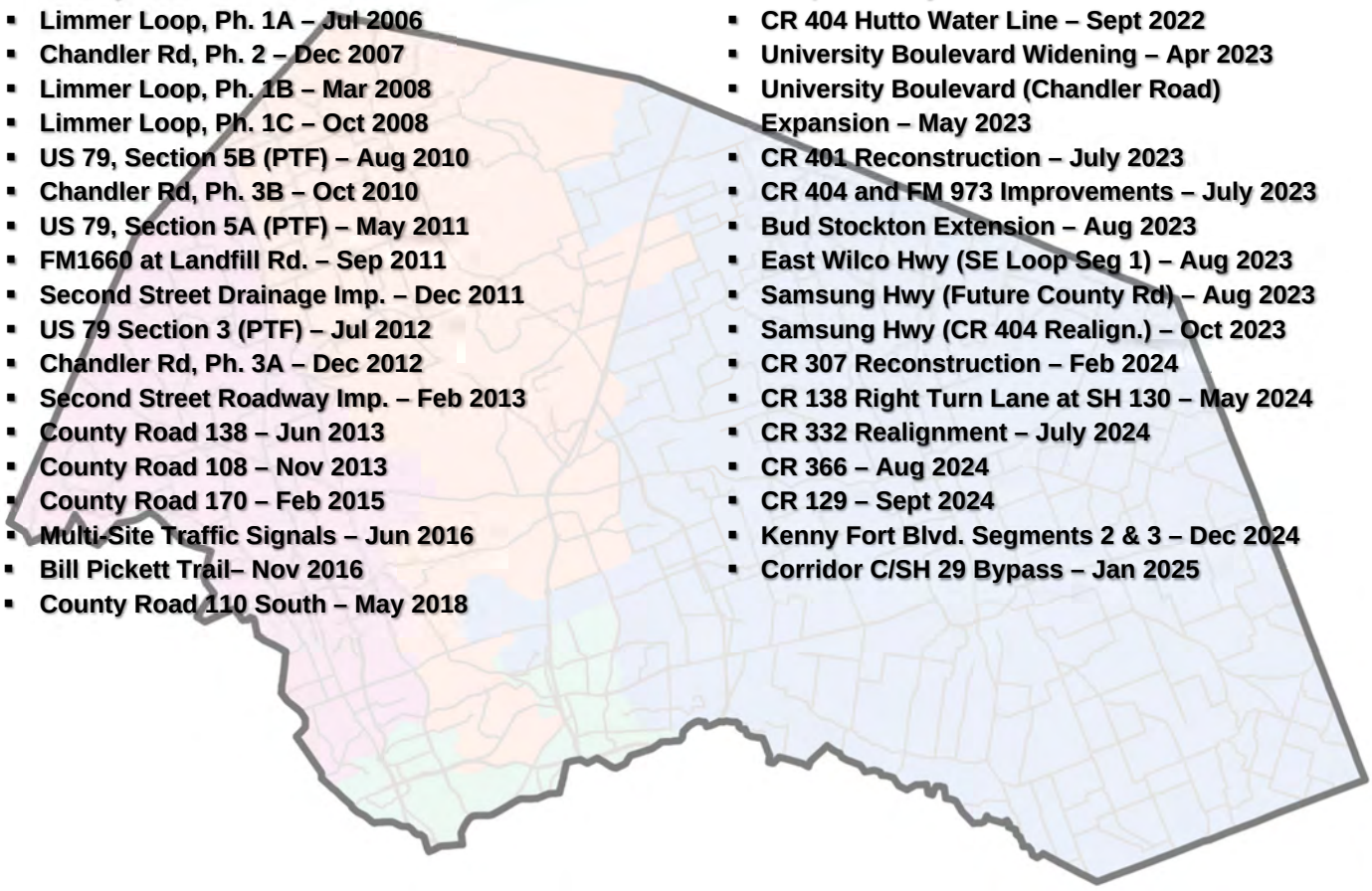
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

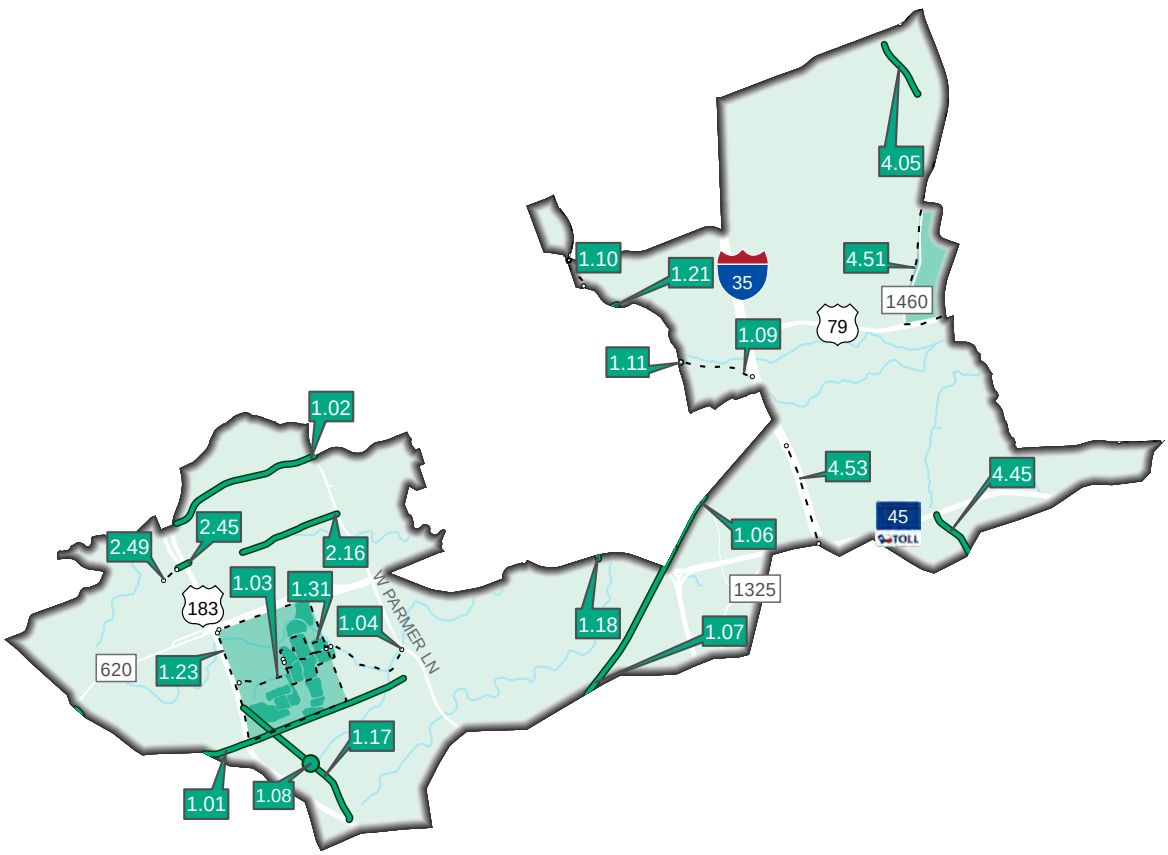
CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF FEBRUARY 2025

Precinct 4

- **Bridge RPLs (CR 390, 406 & 427) – Nov 2002**
- **County Road 368 and 369 – Nov 2002**
- **County Road 412 – Aug 2003**
- **County Road 300 and 301 – Dec 2003**
- **County Road 424 Bridge RPL – Jan 2004**
- **Chandler Rd. Extension, Ph. 1 – Mar 2005**
- **County Road 112, Ph. 1 – Aug 2005**
- **County Road 137 – Oct 2005**
- **Limmer Loop, Ph. 1A – Jul 2006**
- **Chandler Rd, Ph. 2 – Dec 2007**
- **Limmer Loop, Ph. 1B – Mar 2008**
- **Limmer Loop, Ph. 1C – Oct 2008**
- **US 79, Section 5B (PTF) – Aug 2010**
- **Chandler Rd, Ph. 3B – Oct 2010**
- **US 79, Section 5A (PTF) – May 2011**
- **FM1660 at Landfill Rd. – Sep 2011**
- **Second Street Drainage Imp. – Dec 2011**
- **US 79 Section 3 (PTF) – Jul 2012**
- **Chandler Rd, Ph. 3A – Dec 2012**
- **Second Street Roadway Imp. – Feb 2013**
- **County Road 138 – Jun 2013**
- **County Road 108 – Nov 2013**
- **County Road 170 – Feb 2015**
- **Multi-Site Traffic Signals – Jun 2016**
- **Bill Pickett Trail– Nov 2016**
- **County Road 110 South – May 2018**
- **County Road 119 – Mar 2019**
- **County Road 110 Middle – Oct 2020**
- **CR Paving (401, 402 & 404) – Nov 2021**
- **Thrall Project (S. Bounds Street) – Jan 2022**
- **Bartlett Project (Cotrell Street) – Feb 2022**
- **County Road 101 – Feb 2022**
- **Davilla Street Culvert Re – June 2022**
- **Coupland Project – June 2022**
- **CR 404 Hutto Water Line – Sept 2022**
- **University Boulevard Widening – Apr 2023**
- **University Boulevard (Chandler Road) Expansion – May 2023**
- **CR 401 Reconstruction – July 2023**
- **CR 404 and FM 973 Improvements – July 2023**
- **Bud Stockton Extension – Aug 2023**
- **East Wilco Hwy (SE Loop Seg 1) – Aug 2023**
- **Samsung Hwy (Future County Rd) – Aug 2023**
- **Samsung Hwy (CR 404 Realign.) – Oct 2023**
- **CR 307 Reconstruction – Feb 2024**
- **CR 138 Right Turn Lane at SH 130 – May 2024**
- **CR 332 Realignment – July 2024**
- **CR 366 – Aug 2024**
- **CR 129 – Sept 2024**
- **Kenny Fort Blvd. Segments 2 & 3 – Dec 2024**
- **Corridor C/SH 29 Bypass – Jan 2025**



2000/2006 Road Bond Program Projects
Precinct 1 - Commissioner Cook



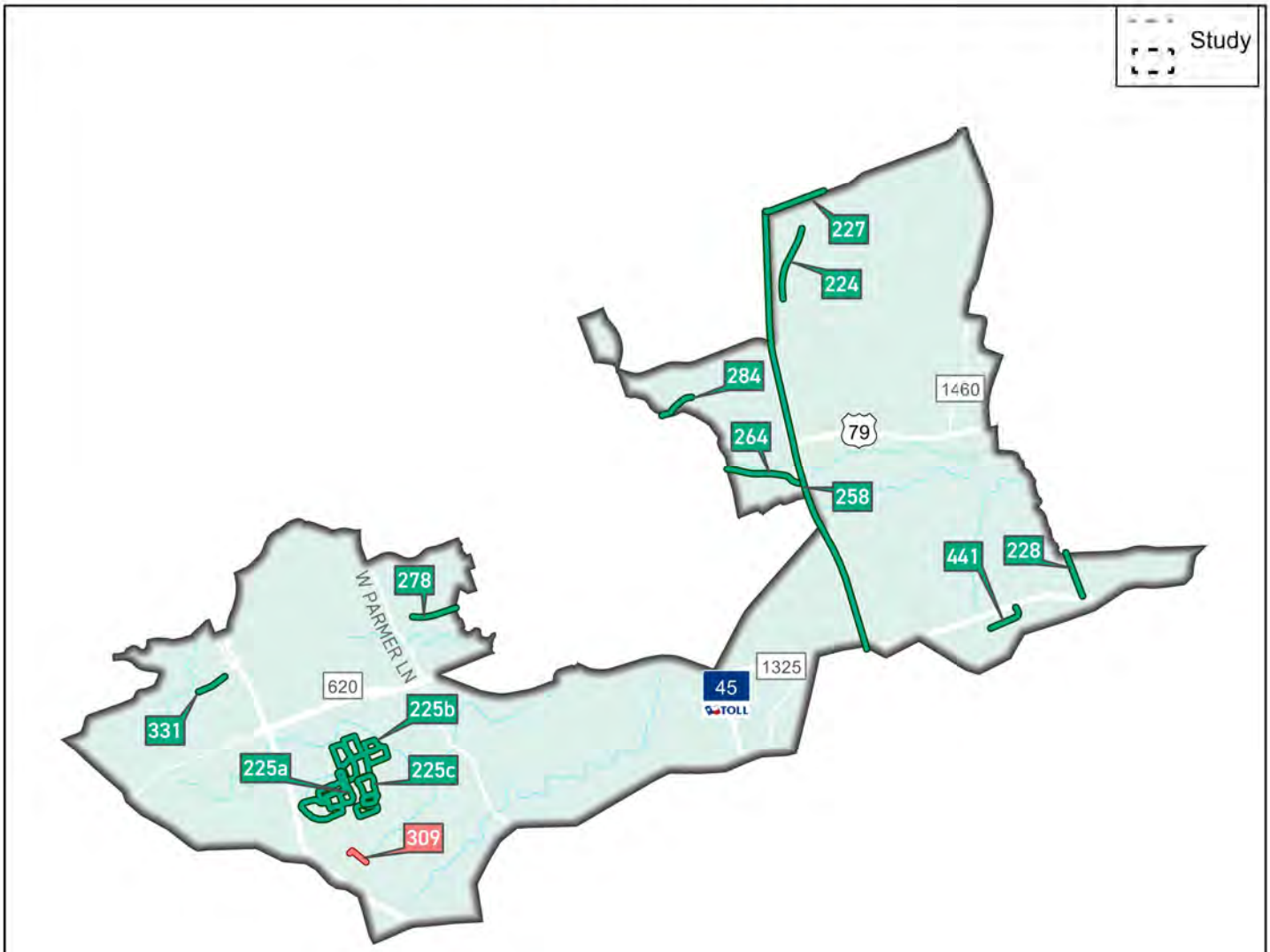
Completed/Open to Traffc

1.01 Anderson Mill Rd.
1.02 Avery Ranch Blvd. (183 to Parmer Lane)
1.03 Lake Creek Drainage - Phase 1 ----
1.04 Lake Creek Drainage - Phase 2 ----
1.06 McNeil Road - Phase 1
1.07 McNeil Road - Phase 2
1.08 Pond Springs at Turtle Rock Signal
1.09 RM 620 Feasibility ----
1.10 Wyoming Springs North ----
1.11 RM 620 Interim Improvements - Phase 1
1.17 Pond Springs Road
1.18 O'Connor Overpass at SH 45
1.21 CR 174 (Hairy Man Rd.) Bridge Rail Rehab
1.23 Forest North Drainage Improvements - Phase 1
1.31 Forest North Drainage Improvements - Phase 2
1.31 Forest North Drainage Improvements - Phase 3
2.16 Lakeline Blvd. (Lyndhurst to Parmer Lane)
2.45 Lakeline Blvd. at US 183
2.49 Lakeline Blvd. Right Turn Lanes ----
4.05 CR 112 - Phase 1
4.45 CR 170
4.53 IH 35 Operational Analysis ----

---- Study

2013 ROAD BOND PROGRAM PROJECTS

Precinct 1 - Commissioner Cook



In Design

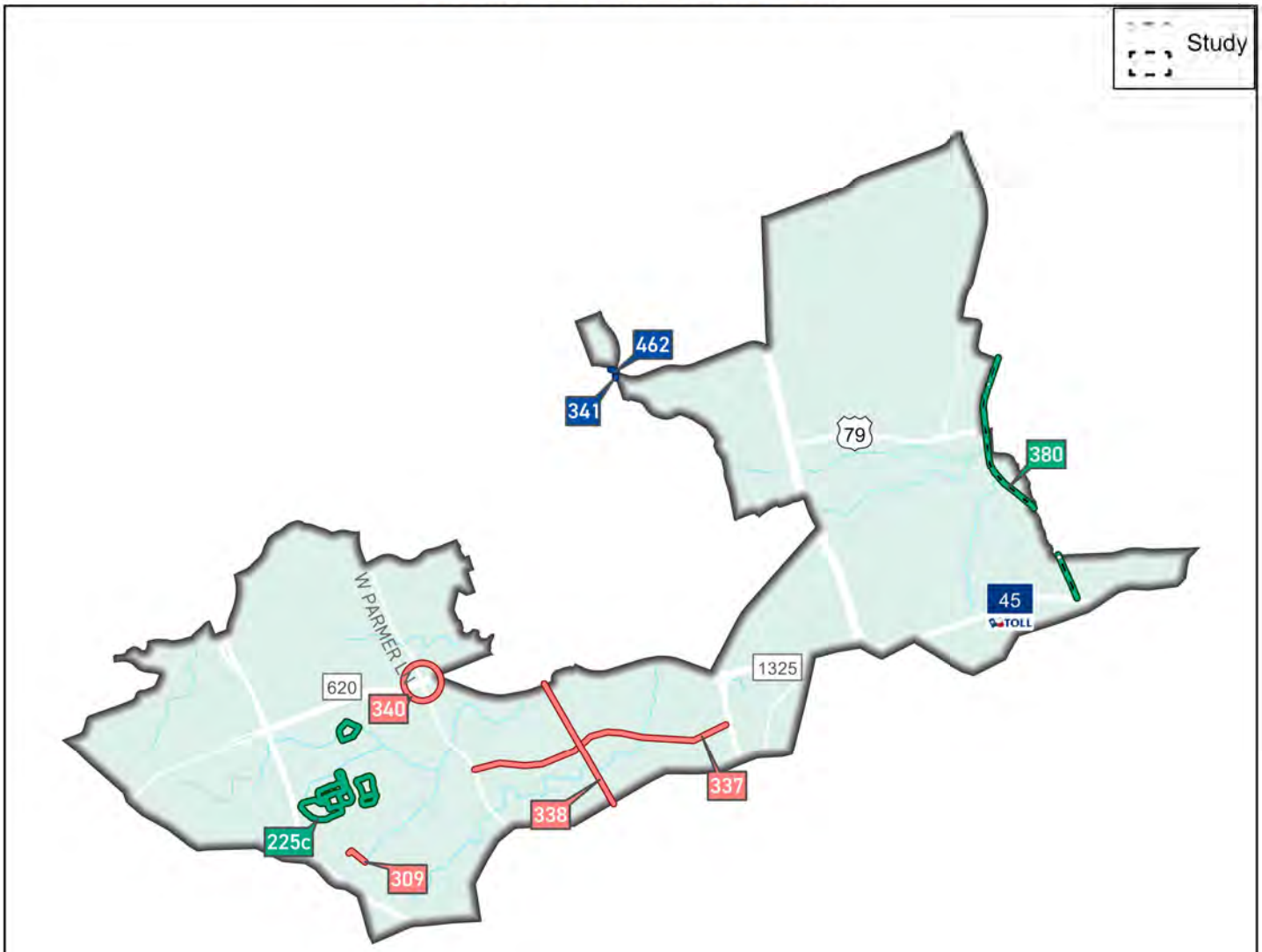
309 Pond Springs Road Area Drainage Improvements

Completed/Open to Traffic

224 North Mays Street Extension (Paloma Drive to Oakmont Drive)
225a Forest North Drainage Improvements Anderson Mill Zone
225b Forest North Drainage Improvements Phase 2
225c Forest North Drainage Improvements Phase 3 (Design)
227 University Boulevard Widening (IH 35 to Sunrise Road)
228 Kenney Fort Blvd Segments 2 and 3 (Forest Creek Boulevard to SH 45)
258 IH 35 Corridor Operational Analysis (SH 45 to RM 1431)
264 RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)
278 Neenah Avenue Widening (Olive Hill Drive to 0.5 miles east of Olive Hill Drive)
284 Hairy Man Road/Brushy Creek Road Safety Improvements (Brushy Bend to Sam Bass Road)
331 Lakeline Boulevard Right Turn Lanes
441 Roundville Lane (A.W. Grimes Boulevard to EBFR of SH 45)

2019 ROAD BOND PROGRAM PROJECTS

Precinct 1 - Commissioner Cook



In Design

309 Pond Springs Road Area Drainage Improvements
337 Anderson Mill Road (FM734 - Loop 1)
338 RM 620/SH 45 Intersection to McNeil Road
340 Parmer Lane at SH 45 Interchange

Under Construction/Bidding

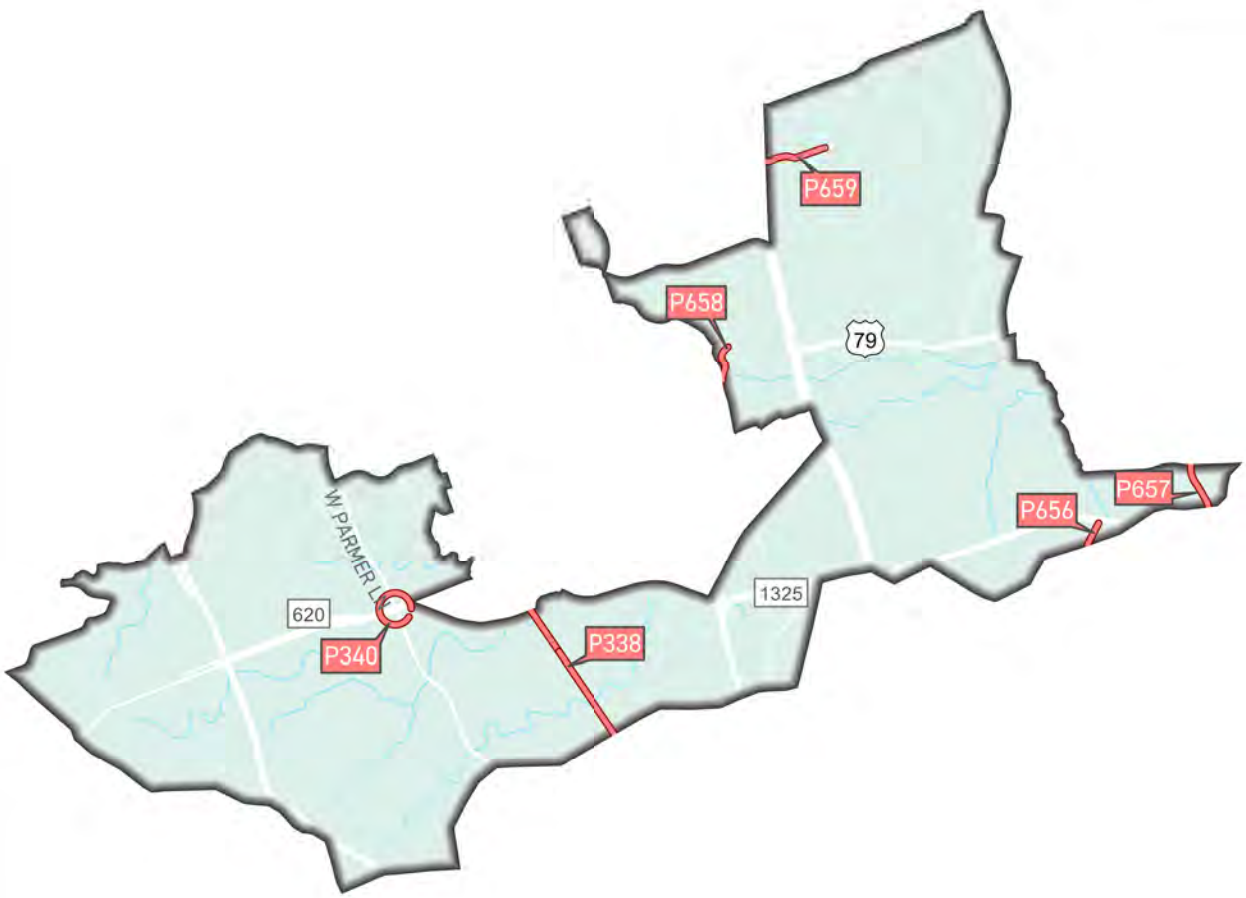
341 Wyoming Springs Extension (Brightwater Boulevard/Creek Bend to Sam Bass Road)
462 Corridor H/Sam Bass Road (RM 1431 to Wyoming Springs Drive)

Completed/Open to Traffic

225c Forest North Drainage Improvements Phase 3
380 MoKan (University Boulevard to SH 45)

2023 ROAD BOND PROGRAM PROJECTS

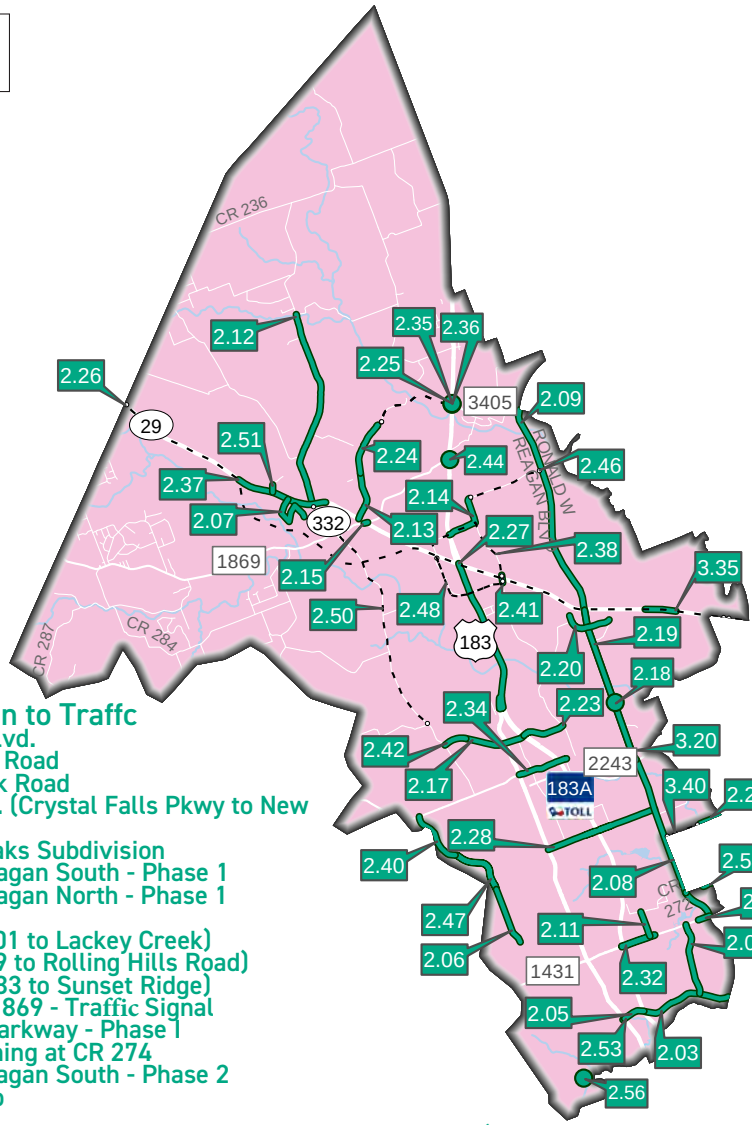
Precinct 1 - Commissioner Cook



In Design

P338 Robinson Ranch Road (SH 45 / RM 620 to McNeil Road)
P340 Parmer Lane at SH 45 (Parmer Lane / SH 45)
P656 Schultz Lane (Louis Henna Blvd to New Meister Lane)
P657 Red Bud Lane Widening (Gattis School Road to Heatherwilde Blvd)
P658 Deepwood Drive (Deepwood Dr to Sam Bass Rd)
P659 Eagles Nest Extension (Cypress Blvd to west of Chisholm Trail Road)

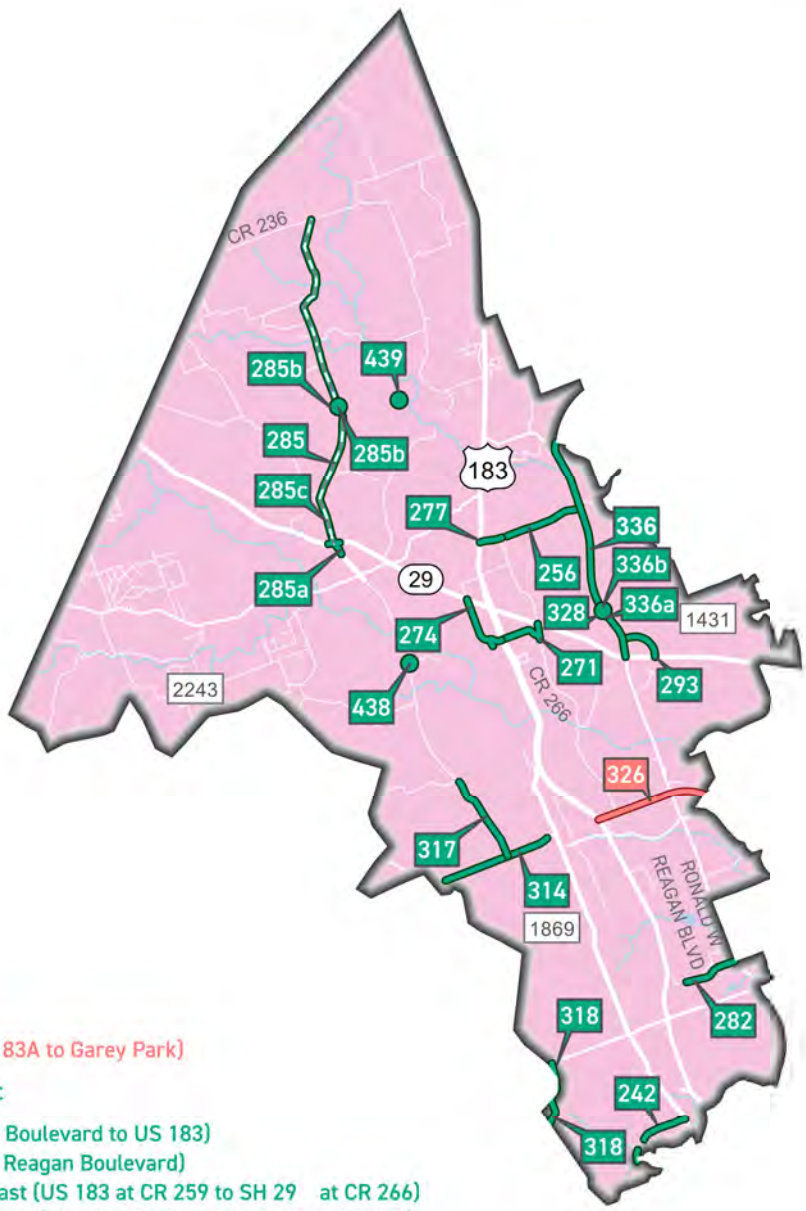
2000/2006 Road Bond Program Projects
Precinct 2 - Commissioner Long



Completed/Open to Traffc
2.01 Vista Ridge Blvd.
2.03 Brushy Creek Road
2.05 Cypress Creek Road
2.06 Lakeline Blvd. (Crystal Falls Pkwy to New Hope Dr)
2.07 River Bend Oaks Subdivision
2.08 Ronald W. Reagan South - Phase 1
2.09 Ronald W. Reagan North - Phase 1
2.11 CR 185
2.12 CR 200 (CR 201 to Lackey Creek)
2.13 CR 214 (SH 29 to Rolling Hills Road)
2.14 CR 258 (US 183 to Sunset Ridge)
2.15 SH 29 at FM 1869 - Traffic Signal
2.17 San Gabriel Parkway - Phase 1
2.18 US 183 Widening at CR 274
2.19 Ronald W. Reagan South - Phase 2
2.20 Kau man Loop
2.22 CR 179
2.23 San Gabriel Parkway - Phase 2
2.24 CR 214 - Phase 2A
2.25 CR 214 - Phase 2B Schematic ----
2.26 SH 29 Improvements and Schematic ----
2.27 US 183 (PTF)
2.28 CR 272 Overlay (1st)
2.32 RM 1431
2.34 Hero Way
2.35 US 183 at FM 3405 Traffic Signal
2.36 US 183 at FM 3405 Left Turn Lanes
2.37 SH 29 TWLTL in Liberty Hill
2.38 CR 260 / CR 266 at SH 29
2.40 Lakeline Blvd. Phase 2 (Old Quarry Rd. to Old 2243)
2.41 Seward Junction Improvements ----
2.42 San Gabriel Parkway West
2.44 US 183 at RM 1869
2.46 CR 258 (Sunset Ridge to Reagan Blvd) (Design) ----
2.47 Lakeline Blvd. Phase 3 (Crystal Falls Pkwy. to Old Quarry Rd.)
2.48 Seward Junction Schematic (SE and SW) ----
2.50 Bagdad Rd. North Phase 2 Schematic (CR 280 to SH 29) ----
2.51 CR 277
2.52 RM 1431 at Parmer / Reagan CFI
2.53 Cypress Creek Road at US 183
2.54 CR 272 Overlay
2.56 Cypress Creek Road at Lakeline
2.57 Brushy Creek Road at Parmer Lane
3.20 Ronald W. Reagan South - Phase 2
3.35 SH 29 at Park Place Dr. & Jack Nicklaus Blvd.

2013 ROAD BOND PROGRAM PROJECTS

Precinct 2 - Commissioner Long



In Design

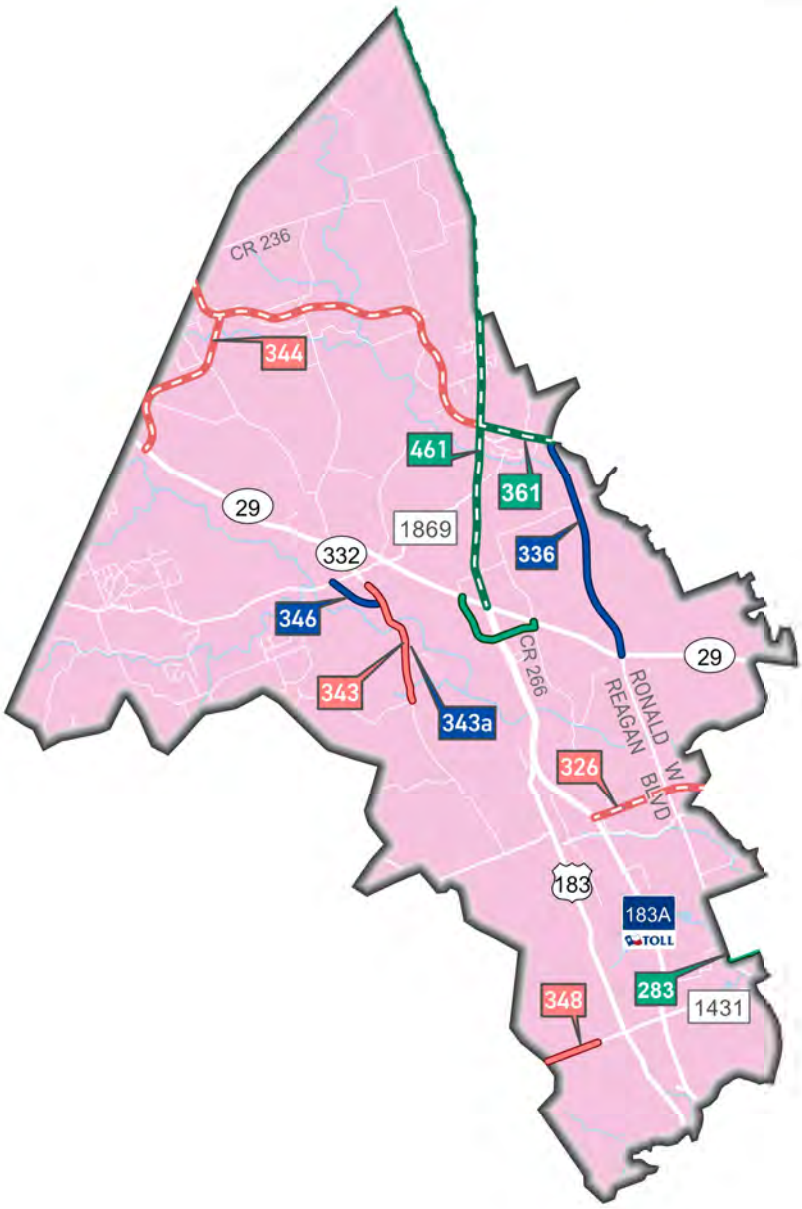
326 RM 2243 Realignment (183A to Garey Park)

Completed/Open to Traffic

242 Little Elm Trail (Lakeline Boulevard to US 183)
256 CR 258 (Sunset Ridge to Reagan Boulevard)
271 Seward Junction Southeast (US 183 at CR 259 to SH 29 at CR 266)
274 Seward Junction Southwest (SH 29 at CR 213 to US 183 at CR 259)
277 CR 258 Extension (US 183 to Sunset Ridge Drive)
282 New Hope Drive Phase 1 (Cottonwood Creek Trail to Ronald Reagan Boulevard)
285 CR 200 Study and Schematic (SH 29 to CR 236)
285a State Highway 29 Intersection at CR 200/Loop 332
285b CR 200 at Bold Sundown Left Turn Lane
285c CR 200 (CMTA Railroad to CR 201)
293 Kauffman Loop Phase 1 - Two Lanes (northeast quadrant of Reagan at SH 29)
314 Old 2243/Hero Way West (Lakeline Boulevard to west of US 183)
317 Bagdad Road North (Collaborative Way to RM 2243)
318 Anderson Mill Road (Gaspar Bend to RM 1431)
328 Ronald Reagan at Santa Rita
336 Ronald Reagan Boulevard Widening (SH 29 to FM 3405)
336a Ronald Reagan Boulevard Widening & Temp Signals at Santa Rita Boulevard
336b Ronald Reagan Safety Improvements
438 Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road)
439 San Gabriel Ranch Road Bridge at Lackey Creek

2019 ROAD BOND PROGRAM PROJECTS

Precinct 2 - Commissioner Long



In Design

326 RM 2243 Realignment (183A to Garey Park)
343 Bagdad Road/ CR 279 (Loop 332 to CR 281/ Leander City Limits to Sam Bass Road)
344 Corridor I2 (Burnet County Line to US 183)
348 Whitestone Boulevard Widening (West of Anderson Mill to Bagdad Road)

Under Construction/ Bidding

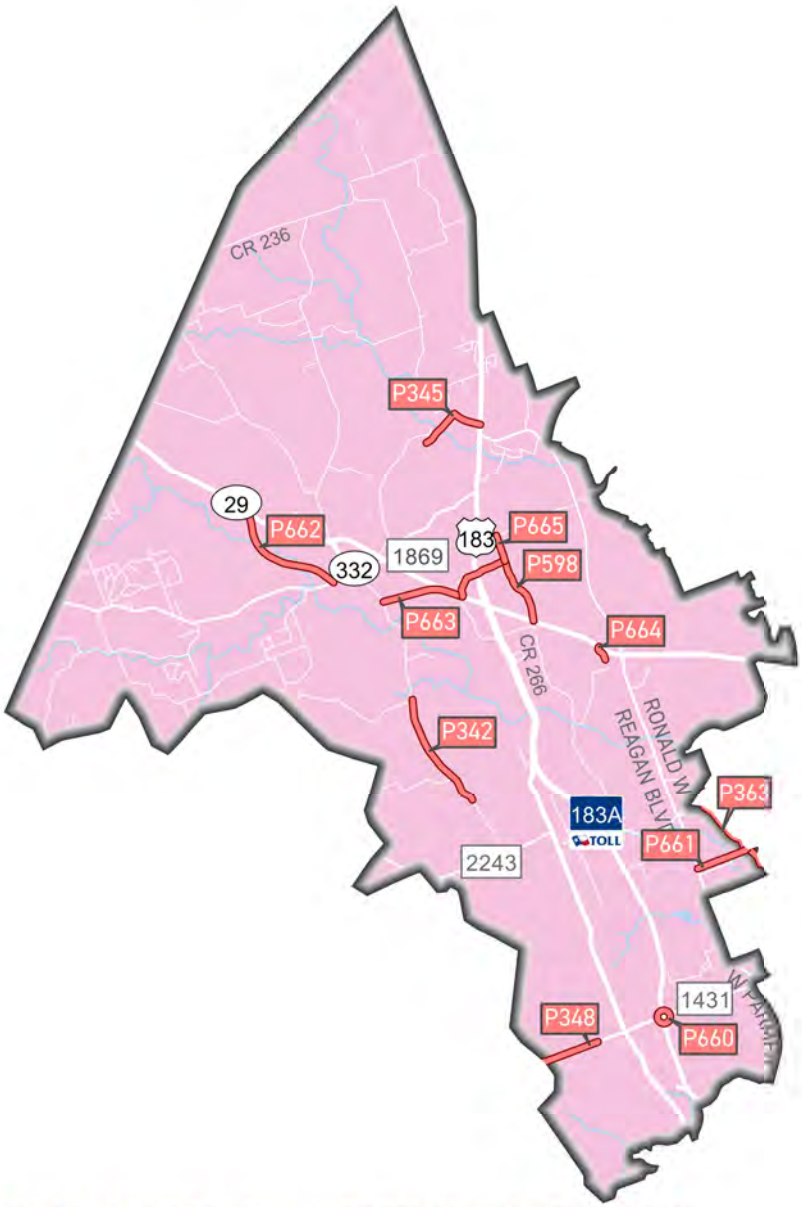
336 Ronald Reagan Boulevard Widening (SH 29 to FM 3405)
343a Bagdad Road/ CR 279 (ROW Clearing)(Loop 332 to CR 281/ Leander City Limits to Sam Bass Road)
346 Liberty Hill (SH 29) Bypass (RM 1869 to CR 279)

Completed/ Open to Traffic

283 New Hope Drive Extension Phase 2A (Ronald Reagan Boulevard to Sam Bass Road)
361 Corridor I1 (FM 3405) (Ronald Reagan Boulevard to US 183)
461 Corridor F/ US 183 (Williamson/Burnet County Line to SH 29)

2023 ROAD BOND PROGRAM PROJECTS

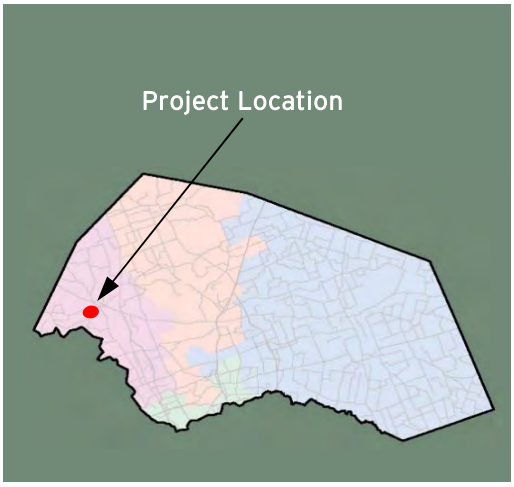
Precinct 2 - Commissioner Long



In Design

P342 Bagdad Road (North of San Gabriel Parkway to CR 281 / Leander City Limits)
P345 CR 214 (End of CR 214 to US 183)
P348 Whitestone Boulevard Widening (west of Anderson Mill to Bagdad Road)
P363 CR 175 (South of Creek Meadow Cove to RM 2243)
P598 Seward Junction Loop (SH 29/CR 260 to SH 29/CR 213)
P660 RM 1431 at 183A Intersection
P661 Crystal Falls Parkway (Ronald Reagan Blvd to CR 175)
P662 Liberty Hill Bypass West (SH 29 (west of Liberty Hill High School) to RM 1869)
P663 Liberty Hill Bypass East (Bagdad Road/CR 279 to SH 29)
P664 Kauffman Loop (SH 29 to north terminus of Kauffman Loop)
P665 CR 258 (Seward Junction Loop to CR 258 Extension)





Liberty Hill Bypass Improvements
(RM 1869 to CR 279)

Project Length: 2.316 Miles
Roadway Classification: Bagdad Road (Arterial);
Liberty Hill Bypass (Minor Arterial)

Project Schedule: February 2024 - Late 2025
Estimated Construction Cost: $14.2 Million





FEBRUARY 2025 IN REVIEW

2/7/25: The contractor completed pouring the headwall on the east side of the box culvert that crosses Bagdad Road and continued installing the City of Liberty Hill waterline. Subcontractor Woolery completed installing the chain link fence around the Tributary 1 bridge and continued installing fence in various locations throughout the project.

2/14/25: Chasco continued excavating, embanking, and clearing Right-of-Way for the eastern widening along Bagdad Road. Chasco graded ditch lines and formed safety-end-treatments along Liberty Hill Bypass.

2/21/25: Chasco formed and poured various driveways, safety-end-treatments, and concrete riprap throughout the project along Bagdad Road and Liberty Hill Bypass.

2/28/25: Chasco Constructors continued subgrade work and processing flexible base for the Bagdad Road eastern widening. Chasco continued placing topsoil and backfilling around the drainage structures along Bagdad Road.

Design Engineer: LJA
Contractor: Chasco Constructors
Construction Observation:
Bruce Thurin, HNTB

Williamson County
Road Bond Program

HNTB

Liberty Hill Bypass (SH 29) Bypass
Project No. 24IFB15

Original Contract Price = $14,149,449.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate	Total Bid Days	Days Added	Total Days
12/5/2023	12/12/2023	2/5/2024	2/15/2024			652		652

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	2/5/2024	2/29/2024	15	$1,167,168.15	$1,167,168.15	$129,685.35	$129,685.35	9	2
2	3/1/2024	3/31/2024	31	$1,206,856.44	$2,374,024.59	$134,095.16	$263,780.51	18	7
3	4/1/2024	4/30/2024	30	$1,527,575.22	$3,901,599.81	$169,730.58	$433,511.09	30	12
4	5/1/2024	5/31/2024	31	$681,539.40	$4,583,139.21	$75,726.60	$509,237.69	35	16
5	6/1/2024	6/30/2024	30	$661,450.37	$5,244,589.58	$73,494.49	$582,732.18	40	21
6	7/1/2024	7/31/2024	31	$456,995.73	$5,701,585.31	$50,777.30	$633,509.48	44	26
7	8/1/2024	8/31/2024	31	$637,416.74	$6,339,002.05	-$299,877.79	$333,631.69	46	31
8	9/1/2024	9/30/2024	30	$582,204.65	$6,921,206.70	$30,642.35	$364,274.04	50	35
9	10/1/2024	10/31/2024	31	$411,590.27	$7,332,796.97	$21,662.64	$385,936.68	53	40
10	11/1/2024	11/30/2024	30	$621,797.80	$7,954,594.77	$32,726.20	$418,662.88	58	44
11	12/1/2024	12/31/2024	31	$709,248.80	$8,663,843.57	$37,328.89	$455,991.77	63	49
12	1/1/2025	1/31/2025	31	$831,689.33	$9,495,532.90	$43,773.12	$499,764.89	69	54

2/28/2025 Comments - Chasco Constructors continued subgrade work and processing the flexible base for the Bagdad Road eastern widening. Chasco continued placing the topsoil and the backfilling around the drainage structures along Bagdad Road.

Change Order Number	Approved	Cost This CO	Total COs
01	4/17/2024	$ 29,260.00	$ 29,260.00

2. Differing Site Conditions (unforeseeable) 2G: Unadjusted utility (unforeseeable): This Change Order compensates the Contractor for lowering and encasing existing water service lines to the Williamson County Adult Probation Center and Parcel 41. The service lines will be lowered and encased 2 and ½ feet below finish grade of the ditches. This will allow for water service to be maintained across the proposed roadway, allows the lines to be removed if needed for any repairs and will not compromise the roadway structure if they do need future repairs.

Change Order Number	Approved	Cost This CO	Total COs
02	6/24/2024	$ 21,500.00	$ 50,760.00

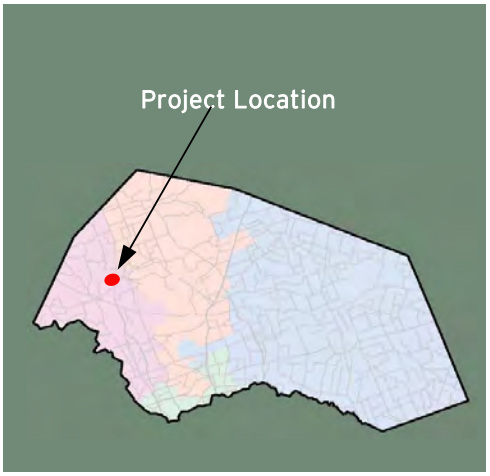
6D. Untimely ROW/Utilities. Right-of-Way not clear (County responsibility for ROW). This Change Order compensates the Contractor for clearing the PEC easement to expedite the relocation process.

Change Order Number	Approved	Cost This CO	Total COs
03	7/3/2024	$ 229,702.00	$ 280,462.00

3M. County Convenience. Other.: The City of Liberty Hill's water line project was delayed until the first quarter of 2025, Originally , this was scheduled to be clear in October of 2024. It has been decided to add the water line work to the LHB roadway project via Change Order to Williamson County's project. this will help avoid delays of the roadway construction.

Adjusted Price = $14,429,911.00





Ronald Reagan Boulevard Widening
(SH 29 to FM 3405)

Project Length: 5.217 Miles
Roadway Classification: Arterial

Project Schedule: September 2024 - Summer 2027
Estimated Construction Cost: $52.2 Million





FEBRUARY 2025 IN REVIEW

2/7/25: Chasco completed pouring concrete for the retaining wall at Water Quality Pond 3 and continued forming and pouring concrete for the abutment caps and backwalls at the Sowe's Branch bridge.

2/14/25: Chasco continued installing the concrete panels, permanent metal deck panels, and armor joints on the Tributary 1 to Sowe's Branch bridge.

2/21/25: Chasco Constructors continued forming and pouring concrete for the footing and vertical wall panels of the cast-in-place Retaining Wall 4. Chasco completed installing the deck panels and armor joints and continued tying deck steel for the Tributary 1 to Sowe's Branch bridge.

2/28/25: Chasco continued excavating and embanking for retaining walls at various locations throughout the project. Chasco placed all bridge beams at the Middle Fork San Gabriel bridge and the Tributary 2 to Sowe's Branch bridge.

Design Engineer: STV
Contractor: Chasco Constructors
Construction Observation:
Joseph Jones, HNTB

Williamson County
Road Bond Program

HNTB

Ronald Reagan Boulevard Widening
Project No. 24IFB57

Original Contract Price = $52,159,299.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
6/25/2024	7/16/2024	8/22/2024	9/3/2024				1035		1035

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	8/23/2024	9/30/2024	28	$2,029,611.47	$2,029,611.47	$225,512.39	$225,512.39	4	3
2	10/1/2024	10/31/2024	31	$2,645,578.35	$4,675,189.82	$293,953.15	$519,465.54	10	6
3	11/1/2024	11/30/2024	30	$4,173,296.52	$8,848,486.34	$463,699.61	$983,165.15	19	9
4	12/1/2024	12/31/2024	31	$1,533,429.88	$10,381,916.22	$170,381.10	$1,153,546.25	22	12
5	1/1/2025	1/31/2025	31	$2,612,385.98	$12,994,302.20	$290,265.11	$1,443,811.36	28	15

2/28/2025 Comments - Chasco Constructors continued forming and pouring the footings and vertical wall panels of the cast-in-place Retaining Wall 4. Chasco continued excavating and embanking for retaining walls at various locations throughout the project. The contractor continued tying deck steel and preparing for the spans 1 and 2 deck pour on the Tributary 1 to Sowe's Branch bridge. Chasco poured cement stabilized backfill behind the abutments at the Middle Fork San Gabriel River bridge. Chasco placed all bridge beams at the Middle Fork San Gabriel bridge and the Tributary 2 to Sowe's Branch bridge. Chasco continued forming and pouring concrete for safety end treatments on various drainage structures. Subcontractor Texas Highway Walls continued placing MSE panels and backfilling for retaining walls 9 and 10.

Change Order Number	Approved	Cost This CO	Total COs
01	8/8/2179	$ 145,428.00	$ 145,428.00

1A. Incorrect PS&E: This Change Order adds water line items to the Contract for the change in pipe classification, due to a discrepancy between the plan set and the bid form, as well as additional tonnage for an extra 18-inch fitting that was not accounted for in the original plans.

Change Order Number	Approved	Cost This CO	Total COs
02	11/26/2024	$ 29,362.00	$ 174,790.00

1A. Incorrect PS&E. This Change Order adds an item for encasement pipe to house the water line underneath a crossing of Ronald Reagan Blvd. that is called out in the plans but not included in the bid tabs.

Change Order Number	Approved	Cost This CO	Total COs
03	12/19/2024	$ 28,962.50	$ 203,752.50

3L. County Convenience. Revising safety work/measures desired by the County. This Change Order adds multiple items for pavement markings. Due to the high amount of traffic along Ronald Reagan between SH 29 and FM 3405, the existing striping is difficult to see or is missing. By restriping Ronald Reagan, it will improve the safety of the traveling public.

Adjusted Price = $52,363,051.50

Project Name: Bagdad Road ROW Clearing
Project No. 25IFB6

Original Contract Price = $1,253,832.00

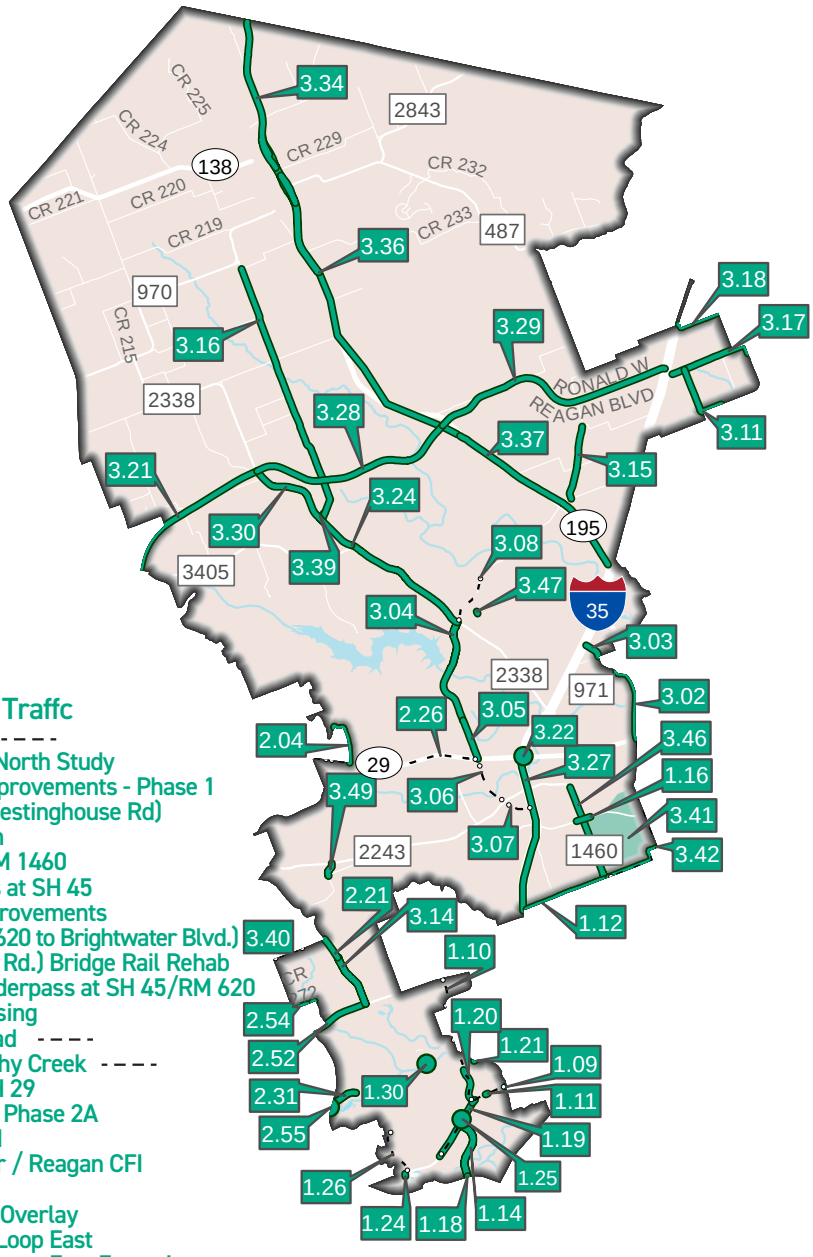
Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
11/19/2024	11/26/2024	1/17/2025	1/27/2025				90		90

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	1/1/2025	1/31/2025	5	$88,074.00	$88,074.00	$9,786.00	$9,786.00	8	6

2/28/2025 Comments - Contractor Rotten Apple continued clearing ROW and hauling off brush throughout the project. Subcontractor Fuquay continued installing silt fence and rock filter dams at various locations throughout project.

Adjusted Price = $1,253,832.00

2000/2006 Road Bond Program Projects
Precinct 3 - Commissioner Covey

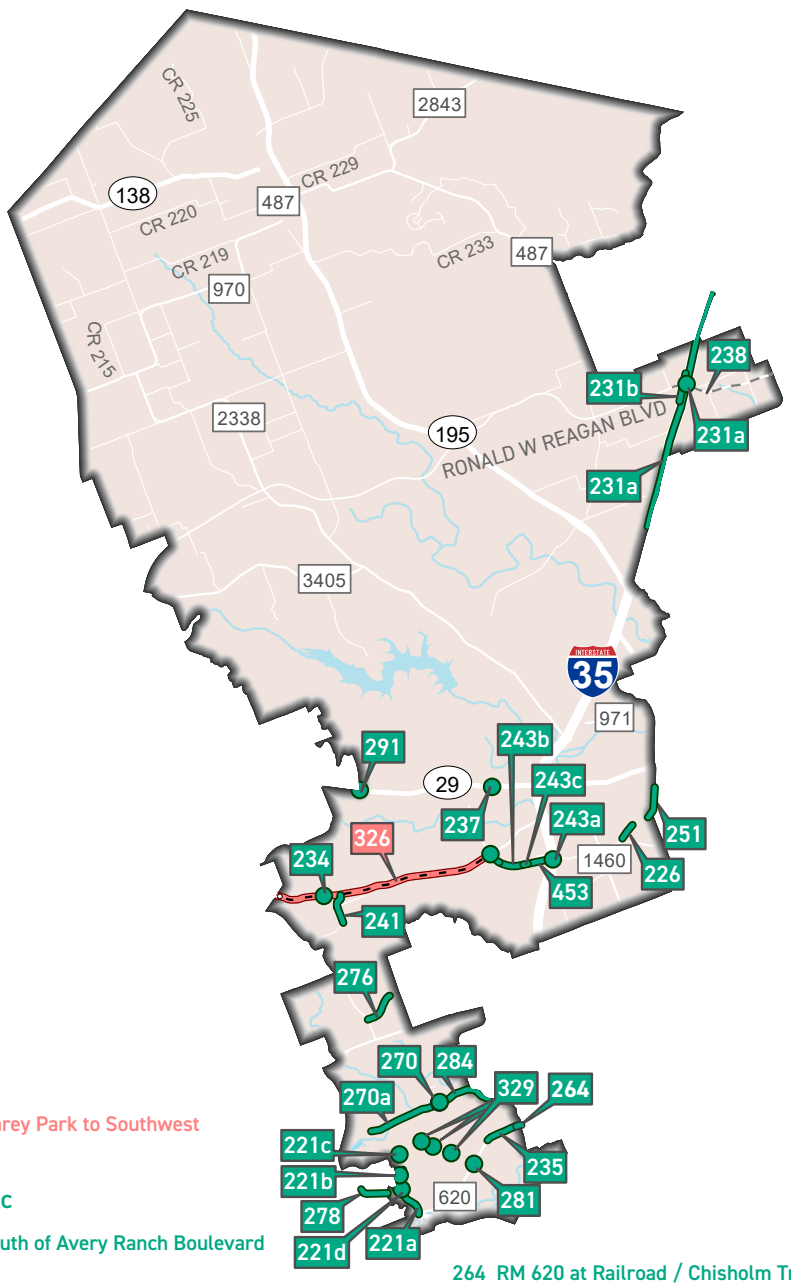


Completed/Open to Traffc

1.09 RM 620 Feasibility - - - -
1.10 Wyoming Springs North Study
1.11 RM 620 Interim Improvements - Phase 1
1.12 CR 111/CR 105 (Westinghouse Rd)
1.14 O'Connor Extension
1.16 SE Inner Loop at FM 1460
1.18 O'Connor Overpass at SH 45
1.19 RM 620 Safety Improvements
1.20 Wyoming Springs (620 to Brightwater Blvd.)
1.21 CR 174 (Hairy Man Rd.) Bridge Rail Rehab
1.24 Pearson Ranch Underpass at SH 45/RM 620
1.25 King of Kings Crossing
1.26 Pearson Ranch Road - - - -
1.30 Great Oaks at Brushy Creek - - - -
2.04 Cedar Hollow at SH 29
2.21 CR 175 Extension - Phase 2A
2.31 Brushy Creek Road
2.52 RM 1431 at Parmer / Reagan CFI
2.54 CR 272 Overlay
2.55 Brushy Creek East Overlay
3.02 Georgetown Inner Loop East
3.03 Georgetown Inner Loop East Extension
3.04 Georgetown Inner Loop - Project 1
3.05 Georgetown Inner Loop - Project 2
3.06 Georgetown Inner Loop - Project 3 - - - -
3.07 Georgetown Inner Loop - Project 4 - - - -
3.08 Georgetown Inner Loop - Project 5 - - - -
3.11 CR 145
3.14 CR 175
3.15 CR 234
3.16 CR 245
3.17 CR 311
3.18 CR 314
3.21 Ronald W. Reagan North - Phase 2
3.22 IH 35 at SH 29 Turnarounds (PTF)
3.24 Williams Drive (RM 2338)
3.27 IH 35 Northbound Frontage Rd. and Ramps
3.28 Ronald W. Reagan North - Phase 3
3.29 Ronald W. Reagan North - Phase 4
3.30 RM 2338 (PTF)
3.34 SH 195 Project 1
3.36 SH 195 Project 2
3.37 SH 195 Project 3
3.39 CR 245 Realignment
3.40 CR 179 - - - -
3.41 CR 110 / Arterial A Study (design)
3.42 CR 111 / CR 105 Westinghouse Rd. (FM 1460 to SH 130) (Design)
3.46 FM 1460 North
3.47 Madrid Drive Extension
3.49 CR 176 At RM 2243 - Intersection/Safety Improvements

2013 ROAD BOND PROGRAM PROJECTS

Precinct 3 - Commissioner Covey



In Design

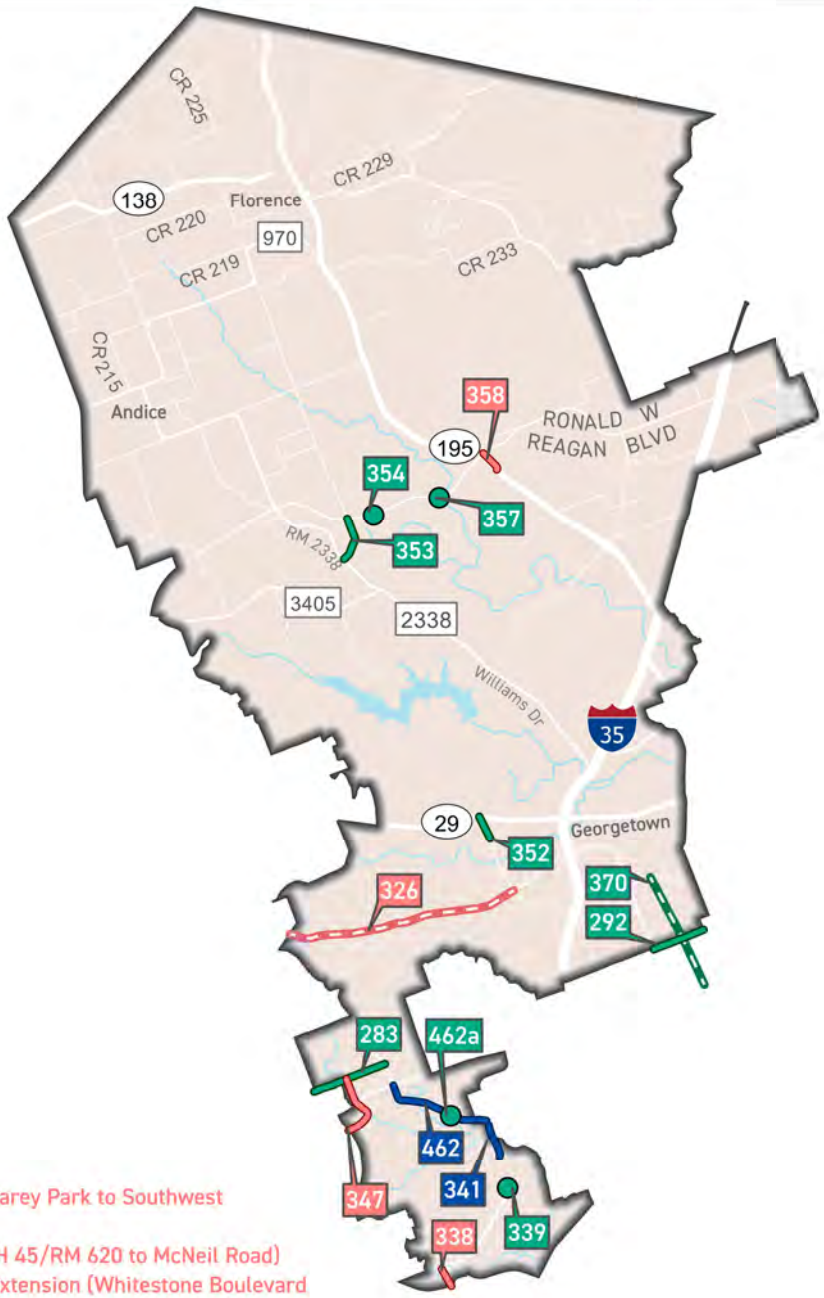
326 RM 2243 Realignment (Garey Park to Southwest Bypass) ◦- - -◦

Completed/Open to Traffic

221a Pearson Ranch Road (South of Avery Ranch Boulevard to SH 45 ROW)
221b Pearson Ranch Road and Iveans Way Pedestrian Crossing
221c Pearson Ranch Road at Avery Ranch Boulevard Traffic Signal
221d Neenah Avenue and Pearson Ranch Road Traffic Signal
226 Inner Loop Safety Improvements (LTL at Wilco Way)
231a IH 35 Ramp Reversal and Frontage Road Conversion (FM 972 to CR 312)
231b Relocation of 48" Williamson County Regional Raw Waterline - Line B
231c Ronald Reagan Boulevard at IH 35 Bridge Replacement
234 RM 2243 at Escalera Parkway (Intersection Improvements)
235 RM 620 Phase 2 (Wyoming Springs to Deep Wood Drive)
237 SH 29 at DB Wood (Intersection Improvements)
238 Ronald Reagan Boulevard Extension Planning (IH 35 to SH 95)
241 CR 176 at RM 2243 Intersection (Safety Improvements)
243a Southwest Bypass Driveways
243b Southwest Bypass Access Route
243c Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243)
251 Inner Loop Safety Improvements (LTL at Central Maintenance Facility)
264 RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)
270 Great Oaks Drive Bridge at Brushy Creek
270a Great Oaks Drive Waterline Relocations
276 Arterial H Extension Phase 1 (CR 175 to Massey Way)
278 Neenah Avenue Widening (Olive Hill Drive to 0.5 miles east of Olive Hill Drive)
281 O'Connor Drive North of RM 620 Traffic Study and Safety Improvements
284 Hairy Man Road/Brushy Creek Road Safety Improvements (Brushy Bend to Sam Bass Road)
291 SH 29 at Cedar Hollow (Intersection Improvements)
292 Westinghouse Road/CR 111/CR 105 (FM 1460 to SH 130)
329 O'Connor Drive Traffic Signals (Morgan Hill, Great Oaks and Liberty Walk Intersections)
453 Southwest Bypass Segment 1 (Southbound IH 35 to 0.5 miles west)

2019 ROAD BOND PROGRAM PROJECTS

Precinct 3 - Commissioner Covey



In Design

326 RM 2243 Realignment (Garey Park to Southwest Bypass)

338 Robinson Ranch Road (SH 45/RM 620 to McNeil Road)

347 Toro Grande Boulevard Extension (Whitestone Boulevard to Parmer Lane)

358 SH 195 at Ronald Reagan Boulevard

Under Construction/ Bidding

341 Wyoming Springs Extension (Brightwater Boulevard/ Creek Bend to Sam Bass Road)

462 Corridor H/Sam Bass Road (RM 1431 to Wyoming Springs Drive)

Completed/ Open to Traffic

283 New Hope Drive Extension Phase 2A (Ronald Reagan Boulevard to Sam Bass Road)

292 CR 111/ CR 105 Westinghouse (FM 1460 to SH 130)

339 Wyoming Springs Intersection Improvements (At Smyers Lane)

352 Southwest Bypass Extension (SH 29 to Wolf Ranch Parkway)

353 CR 245 (North of RM 2338 to Ronald Reagan Boulevard)

354 Ronald Reagan at Silver Spur Boulevard

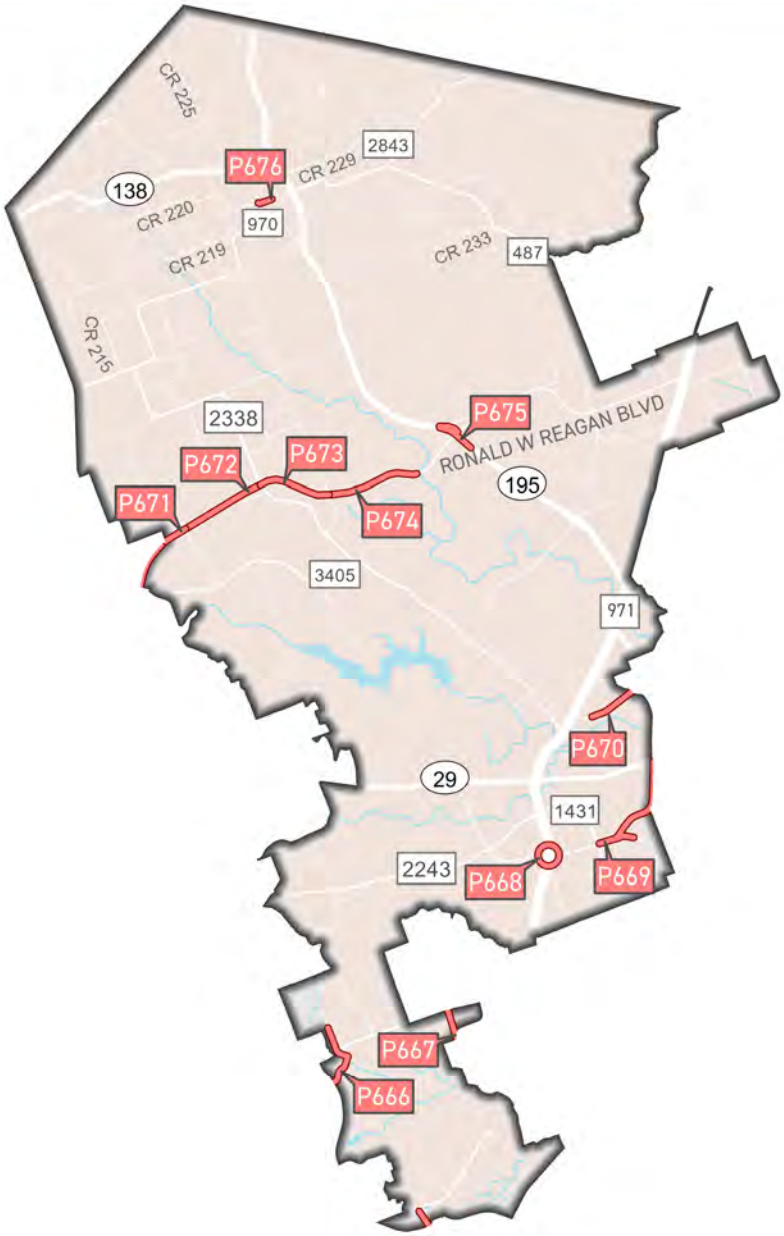
357 Ronald Reagan at Sun City Boulevard

370 MoKan (Georgetown Inner Loop to University Boulevard)

462a Corridor H/ Sam Bass Road Interim Traffic Signals (Walsh Ranch and Great Oaks Drive Intersections)

2023 ROAD BOND PROGRAM PROJECTS

Precinct 3 - Commissioner Covey



In Design

P666 Toro Grande Boulevard Extension (Parmer Lane to New Hope)
P667 Wyoming Springs Drive (End of Wyoming Springs Drive / Behrens Ranch to RM 1431)
P668 I-35 at Inner Loop Interchange (SE Inner Loop / SW Bypass)
P669 SE Inner Loop (FM 1460 to SH 29)
P671 Ronald Reagan Boulevard Widening - Segment C1 (FM 3405 to CR 289)
P672 Ronald Reagan Boulevard Widening - Segment C2 (CR 289 to west of RM 2338)
P673 Ronald Reagan Boulevard Widening - Segment D1 (RM 2338 to CR 245)
P674 Ronald Reagan Boulevard Widening - Segment D2 (CR 245 to Sun City Blvd.)
P670 FM 971 (Gann St to SH 130)
P675 SH 195 at Ronald Reagan Boulevard - Remaining 3 Ramps
P676 West Main Street (S.Patterson Ave to CR 226)

Project Name: CR 111 Westinghouse Road
Project No. 22IFB39

Original Contract Price = $21,024,332.88

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
12/15/2021	1/11/2022	1/20/2022	1/30/2022	3/21/2024	7/11/2024		700	80	780

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	2/1/2022	2/28/2022	28	$142,149.86	$142,149.86	$15,794.43	$15,794.43	1	4
2	3/1/2022	3/31/2022	31	$1,624,724.26	$1,766,874.12	$180,524.92	$196,319.35	9	8
3	4/1/2022	4/30/2022	30	$1,286,121.32	$3,052,995.44	$142,902.37	$339,221.72	16	11
4	5/1/2022	5/31/2022	31	$1,110,146.62	$4,163,142.06	$123,349.64	$462,571.36	21	15
5	6/1/2022	6/30/2022	30	$482,208.08	$4,645,350.14	$53,578.66	$516,150.02	24	19
6	7/1/2022	7/31/2022	31	$787,719.86	$5,433,070.00	$87,524.44	$603,674.46	28	23
7	8/1/2022	8/31/2022	31	$822,906.88	$6,255,976.88	$91,434.10	$695,108.56	33	27
8	9/1/2022	9/30/2022	30	$1,707,686.45	$7,963,663.33	$189,742.92	$884,851.48	42	31
9	10/1/2022	10/31/2022	31	$1,107,286.40	$9,070,949.73	$123,031.82	$1,007,883.30	47	35
10	11/1/2022	11/30/2022	30	$518,917.48	$9,589,867.21	$57,657.50	$1,065,540.80	50	39
11	12/1/2022	12/31/2022	31	$1,285,779.15	$10,875,646.36	-$493,138.36	$572,402.44	54	43
12	1/1/2023	1/31/2023	31	$620,120.59	$11,495,766.95	$32,637.93	$605,040.37	57	47
13	2/1/2023	2/28/2023	28	$846,149.01	$12,341,915.96	$44,534.15	$649,574.52	61	50
14	3/1/2023	3/31/2023	31	$639,962.65	$12,981,878.61	$33,682.25	$683,256.77	64	54
15	4/1/2023	4/30/2023	30	$717,084.56	$13,698,963.17	$37,741.29	$720,998.06	68	58
16	5/1/2023	5/31/2023	31	$661,601.87	$14,360,565.04	$34,821.15	$755,819.21	71	62
17	6/1/2023	6/30/2023	30	$591,898.92	$14,952,463.96	$31,152.58	$786,971.79	74	66
18	7/1/2023	7/31/2023	31	$555,320.94	$15,507,784.90	$29,227.41	$816,199.20	77	70
19	8/1/2023	8/31/2023	31	$451,231.96	$15,959,016.86	$23,749.06	$839,948.26	79	74
20	9/1/2023	9/30/2023	30	$371,656.43	$16,330,673.29	$19,560.86	$859,509.12	81	78
21	10/1/2023	10/31/2023	31	$230,597.40	$16,561,270.69	$12,136.71	$871,645.83	82	82
22	11/1/2023	11/30/2023	30	$179,598.00	$16,740,868.69	$9,452.52	$881,098.35	83	86
23	12/1/2023	12/31/2023	31	$801,573.10	$17,542,441.79	$42,188.06	$923,286.41	87	100
24	1/1/2024	1/31/2024	31	$858,054.72	$18,400,496.51	$45,160.77	$968,447.18	91	104
25	2/1/2024	2/29/2024	29	$802,470.59	$19,202,967.10	$42,235.30	$1,010,682.48	95	108
26	3/1/2024	3/31/2024	21	$482,112.32	$19,685,079.42	$25,374.33	$1,036,056.81	97	111
27	4/1/2024	5/31/2024	0	$640,577.80	$20,325,657.22	-$621,247.48	$414,809.33	98	111
28	6/1/2024	6/30/2024	0	$25,001.18	$20,350,658.40	$510.23	$415,319.56	98	111
29	7/1/2024	10/23/2024	0	$181,592.91	$20,532,251.31	$3,705.98	$419,025.54	99	111
30	10/24/2024	11/30/2024	0	$63,439.64	$20,595,690.95	$1,294.68	$420,320.22	99	111
31	12/1/2024	2/28/2025	0	$661,832.63	$21,257,523.58	-$420,320.22	$0.00	100	111

2/28/2025 Comments - Project Close out is in progress

Change Order Number	Approved	Cost This CO	Total COs
01	5/3/2022	$233,364.00	$ 233,364.00

2 Differing in site conditions. (Unforeseeable) 2E. Miscellaneous difference in site conditions (unforeseeable) (item 9): This change order compensates the Contractor for over-excavating unsuitable material and importing embankment material from offsite that meets the requirements in the specifications. With the limited areas on the project to find suitable material it was agreed to import the required material. A Force Account item has been created to cover half of the cost of the imported material and half of the trucking. This amount is to cover this area and any other areas that may be encountered on site.

Change Order Number	Approved	Cost This CO	Total COs
02	5/3/2022	$7,553.84	$ 240,917.84

1B. Design Error or Omission. Other: This change order compensates the Contractor for upsize changes in 6 inlet and 1 junction box to accommodate pipe size design. The revisions affected estimate page 15, summary page 18, storm drainage pages; 149 for Inlet C-5 and C-6, page 150 for Inlets E-4 and E-5, page 151 for Inlet F-6, page 153 for Inlet I-6 and page 154 for Junction Box K.

Change Order Number	Approved	Cost This CO	Total COs
03	7/14/2022	$20,307.20	$ 261,225.04

1.Design Error or Omission. 1A: incorrect PS&E. This Change Order is in response to RFI 22 that updated the quantity for pay item 106-6002 OBLITERATING ABANDONED ROADWAY. The item has been recalculated and the difference is included in this Change Order to cover the actual quantity.

Change Order Number	Approved	Cost This CO	Total COs
04	7/13/2022	$454,267.40	$ 715,492.44

1. Design Error or omission. 1B. Other: This Change Order updates the bid item quantities that were revised in the plan set summary sheet, but not reflected in the Bid Form. The Change Order also includes pay items for 2 new items that were identified in the plans, but inadvertently left off the Bid Form.

Change Order Number	Approved	Cost This CO	Total COs
05	11/22/2022	$41,134.66	$ 756,627.10

1. Design Error or Omission. 1B. Other. The existing section of the roadway in front of Gateway School was constructed prior to the project letting. This portion of the roadway was to remain in place and the proposed roadway was to tie into it. The contractor constructed around this portion of the roadway so that the tie-ins would work with the current plan design. 1B. Other. This Change Order also adds items for flowable fill and concrete dissipaters at the culvert outfalls.

Change Order Number	Approved	Cost This CO	Total COs
06	11/22/2022	$24,159.20	$ 780,786.30

2. Differing Site Conditions: (Unforeseeable) 2J. Other: While clearing the ROW, 4 water wells were encountered. This Change Order provides payment to the Contractor for having the plugging and abandoning four (4) wells, by a licensed water well company. Upon completion of the well abandonment, plugging reports will be filed.

Change Order Number	Approved	Cost This CO	Total COs
07	12/14/2022	$28,440.00	$ 809,226.30

1B. Design Error or Omission. 1B. Other: This Change Order provides additional items to the Contract for adjusting an existing headwall, wingwalls and adding concrete rail along an existing culvert that is to remain in place. Due to the height of the existing culvert, the proposed roadway can not be built to the proposed width. Raising the headwall and constructing the rail will allow for the roadway portion to be constructed to the proposed width. This rail will mirror the existing rail along the upstream portion of the existing culvert.

Change Order Number	Approved	Cost This CO	Total COs
08	12/14/2022	$276,200.00	$ 1,085,426.30

4B. Third Party Accommodation. Third party requested work: MBC Development has requested additional sleeves to be installed across CR 111 for their future development on both sides of the roadway. The Developer Agreement has been amended to reflect the change and the Developer has funded Williamson County for this additional work.

Change Order Number	Approved	Cost This CO	Total COs
09	4/25/2023	$14,282.00	$ 1,099,708.30

1. Design Error or Omission. 1B Other: This Change Order compensates the contractor for relocating the existing service line to tie into the new meter location. The meter was relocated outside of the new ROW per the plans, but the plans did not show a service line connection for the residence back in at this location. Per the ILA, the County must, at its own expense, pay all cost related to the relocation of Jonah's water lines.

Change Order Number	Approved	Cost This CO	Total COs
10	6/6/2023	$39,507.50	$ 1,139,215.80

2E. Differing in Site Conditions. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order compensates the contractor for removing and replacing the existing concrete driveway at the Valero gas station as well as removing the sidewalk that is in conflict with the proposed roadway widening.

Change Order Number	Approved	Cost This CO	Total COs
11	8/22/2023	$81,433.12	$ 1,220,648.92

6 Untimely ROW/Utilities 6C: Utilities Not Clear: This Change Order compensates the contractor for relocating the existing 12-inch City of Georgetown water line that is in conflict with the culvert a Driveway 1. The water line is being relocated between the proposed box culvert and the ROW along the north side of the project.

Change Order Number	Approved	Cost This CO	Total COs
12	1/9/2024	$303,603.61	$ 1,524,252.53

6C. Utilities not clear. This Change Order adds an item to the contract for inefficient work and delays the contractor experienced due to the utilities not being cleared throughout the project.

Change Order Number	Approved	Cost This CO	Total COs
13	6/25/2024	15,975.61	1,540,228.14

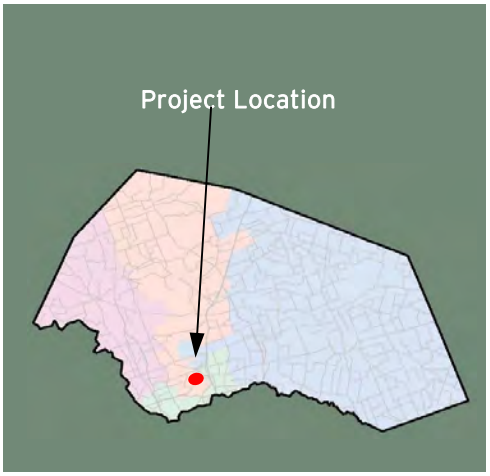
1B. Design Error or Omission. Other. This Change Order addresses the need for low fill post, concrete footing, and a driveway terminal section not accounted for in the plans. This Change order also addresses the incorrect called out sign post that were installed per plan. 2I. Differing Site Conditions. Additional safety needs. This Change Order compensates the contractor for upsizing the stop signs at the new 4-way intersection. 4B. Third Party Accommodation. Third party requested work. Eliminated the striping and created a right turn lane on northbound FM 1460 at CR 111 per TxDOT.

Change Order Number	Approved	Cost This CO	Total COs
14	2/25/2025	-1,307,037.44	233,190.70

2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order provides the final balancing for the overruns/underruns of contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans. 6C. Untimely ROW/Utilities. Utilities not clear. This Change Order also adds an item for overhead delays due to utilities causing inefficiencies in the progression of the project.

Adjusted Price = $21,257,523.58





Corridor H/Sam Bass Road
(RM 1431 to Wyoming Springs Drive)

Project Length: 2.578 Miles
Roadway Classification: Urban Minor Arterial

Project Schedule: March 2023 - Fall 2025
Estimated Construction Cost: $33.8 Million





FEBRUARY 2025 IN REVIEW

2/7/25:The contractor completed installing the BCMUD 6-inch waterline between Live Oak Circle and Great Oaks Drive. Cash switched traffic to the new alignment from Thousand Oaks to Walsh Drive. Subcontractor TRP striped the new lanes of traffic between Thousand Oaks and Walsh Drive.

2/14/25: Subcontractor Greater Austin formed concrete riprap on the slopes near the Dry Fork Creek bridge and began forming wingwalls at the box culvert between Great Oaks Drive and Walsh Ranch Boulevard. Greater Austin placed concrete for the shared-use-path from Dry Fork Creek bridge moving east.

2/21/25: Cash prepared the subgrade for curb and gutter at Walsh Ranch Boulevard. Subcontractor Austin Traffic Signal set the ground boxes and installed conduit for the traffic signal at Walsh Ranch Boulevard. AT&T continued splicing the new wire at Great Oaks Drive.

2/28/25: Thousand Oaks Drive was opened to traffic. Subcontractor Greater Austin poured the concrete riprap on the slopes near the Dry Fork Creek bridge and curb and gutter between Great Oaks Drive and Tonkawa Trail.

HNTB

Design Engineer: K Friese
Contractor: Cash Construction
Construction Observation:
Tracy Cooper, HNTB

Williamson County
Road Bond Program

Project Name: Corridor H/Sam Bass Road
Project No. 23IFB8 Original Contract Price = $36,145,959.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
12/20/2022	1/13/2023	3/13/2023	3/23/2023				911		911

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	4/1/2023	4/30/2023	30	$21,095.55	$21,095.55	$2,343.95	$2,343.95	0	3
2	5/1/2023	5/31/2023	31	$511,459.79	$532,555.34	$56,828.87	$59,172.82	2	7
3	6/1/2023	6/30/2023	30	$1,024,886.41	$1,557,441.75	$113,876.26	$173,049.08	5	10
4	7/1/2023	7/31/2023	31	$148,136.40	$1,705,578.15	$16,459.60	$189,508.68	5	13
5	8/1/2023	8/31/2023	31	$915,201.56	$2,620,779.71	$101,689.06	$291,197.74	8	17
6	9/1/2023	9/30/2023	30	$510,079.42	$3,130,859.13	$56,675.50	$347,873.24	10	20
7	10/1/2023	10/31/2023	31	$900,115.81	$4,030,974.94	$100,012.86	$447,886.10	13	23
8	11/1/2023	11/30/2023	30	$731,394.97	$4,762,369.91	$81,266.11	$529,152.21	15	27
9	12/1/2024	12/31/2024	31	$241,049.16	$5,003,419.07	$26,783.24	$555,935.45	16	30
10	1/1/2024	1/31/2024	31	$412,213.73	$5,415,632.80	$45,801.53	$601,736.98	17	34
11	2/1/2024	2/29/2024	29	$986,810.97	$6,402,443.77	$109,645.66	$711,382.64	21	37
12	3/1/2024	3/31/2024	31	$909,406.35	$7,311,850.12	$101,045.15	$812,427.79	24	40
13	4/1/2024	4/30/2024	30	$1,012,728.40	$8,324,578.52	$112,525.38	$924,953.17	27	43
14	5/1/2024	5/31/2024	31	$990,023.58	$9,314,602.10	$110,002.62	$1,034,955.79	30	47
15	6/1/2024	6/30/2024	30	$714,854.15	$10,029,456.25	$79,428.24	$1,114,384.03	32	50
16	7/1/2024	7/31/2024	31	$1,590,446.20	$11,619,902.45	$176,716.24	$1,291,100.27	38	54
17	8/1/2024	8/31/2024	31	$2,563,173.18	$14,183,075.63	$284,797.02	$1,575,897.29	46	57
18	9/1/2024	9/30/2024	30	$1,009,381.83	$15,192,457.46	$112,153.54	$1,688,050.83	49	60
19	10/1/2024	10/31/2024	31	$852,486.97	$16,044,944.43	$94,720.77	$1,782,771.60	52	64
20	11/1/2024	11/30/2024	30	$832,378.89	$16,877,323.32	$92,486.55	$1,875,258.15	54	67
21	12/1/2024	12/31/2024	31	$1,329,247.75	$18,206,571.07	-$917,017.57	$958,240.58	56	70
22	1/1/2025	1/31/2025	31	$988,420.59	$19,194,991.66	$52,022.14	$1,010,262.72	59	74

2/28/2025 Comments - Thousand Oaks Drive was opened to traffic. Cash Construction continued testing the BCMUD 6-inch water line between Live Oak Circle and Great Oaks Drive. Cash placed the first lift of flexible base near Thousand Oaks and near Tonkawa Trail. Subcontractor Greater Austin poured the concrete riprap on the slopes near the Dry Fork Creek bridge and curb and gutter between Great Oaks Drive and Tonkawa Trail. Subcontractor Ranger Excavation continued excavation work between Thousand Oaks and Mayfield Drive and near Tonkawa Trail. Subcontractor Austin Traffic Signal set the ground boxes and installed conduit for the traffic signal at Walsh Ranch Boulevard and poured the pedestrian pole foundations at RM 1431. AT&T continued splicing the new wire at Great Oaks Drive.

Change Order Number	Approved	Cost This CO	Total COs
01	6/27/2023	$ (2,394,078.12)	$ (2,394,078.12)

1B: Design Error or Omission. Other. This Change Order revises the earthwork quantities, BCMUD water line items and driveway quantities, per plan revisions issued after the Bid was awarded. The quantity for Item 110-6001 excavation was reduced by over 25% and the unit price is revised because it is considered a major bid item per the Contract.

Change Order Number	Approved	Cost This CO	Total COs
02	8/22/2023	$ 5,250.00	$ (2,388,828.12)

1B. Design Error or Omission. Other: This Change Order updates incorrect unit prices that were inadvertently used for two existing items in Change Order 1.

Change Order Number	Approved	Cost This CO	Total COs
03	9/11/2024	$ 56,523.26	$ (2,332,304.86)

2E-Differing Site Conditions (unforeseeable) & 2I-Additional Safety Needs : This Change Order adds various items to the Contract to address differing site conditions for the City of Round Rock (CORR) water line work. The proposed CORR water line tie-in to the existing line at RM 1431 varied from what was shown in the plans, which required the removal of a concrete thrust block and installation of a different connection type. In addition, the removal of an existing water line near Wyoming Springs was necessary to install the proposed CORR water line. The CORR also requested blue tape to identify their water line and revised a gate valve, which required revised fabrication drawings. This Change Order also adds items to enhance the safety on the roadway.

Change Order Number	Approved	Cost This CO	Total COs
04	9/11/2024	$ 70,739.02	$ (2,261,565.84)

6. Untimely ROW/Utilities. 6B. Right-of-Way not clear (County responsible for ROW): This Change Order adds revised plans sheets and adjusts plan quantities for the proposed detention pond needed due to Parcel 60 acquisition not being finalized at the time of design. This Change Order also adds a new drainage item due to this redesign.

Change Order Number	Approved	Cost This CO	Total COs
05	9/11/2024	$ 68,580.18	$ (2,192,985.66)

1A. Design Error or Omission. Incorrect PS&E. & 2G. Differing Site Conditions. Unadjusted utility (unforeseeable): This Change Order adds items to compensate the contractor for field adjustments on the BCMUD water line alignment to solve conflicts with existing utilities within the BCMUD water plant and the realignment of the proposed water line at the SW corner of Sam Bass Rd and Tonkawa Trail to remain inside the Right-Of-Way limits. This Change Order also compensates the Contractor for installing additional water services requested by BCMUD and for repairing several leaks on the existing water line to maintain service to BCMUD customers.

Change Order Number	Approved	Cost This CO	Total COs
06	2/25/2025	182,734.17	-2,010,251.49

4. Third Party Accommodation. 4B. This Change Order adds new items requested by City of Round Rock (CORR) for adding a trust block on the backside of the tie-in to an existing line and adding a 36in Gate Valve near FM 1431. Third party requested work: 6. Untimely ROW/Utilities. 6C. Utilities not clear: This Change Order adds various items to compensate the Contractor for additional work needed due to various existing AT&T, PEC, and Charter Utility conflicts with the proposed CORR water line work. These changes are necessary to keep the project moving forward in a timely manner and the CORR has agreed to compensate the Contactor for this additional work.

Change Order Number	Approved	Cost This CO	Total COs
07	2/25/2025	288,195.31	-1,722,056.18

4B. Third Party Accommodation. Third party requested work. This Change Order adds several items for the additional work requested by the City of Round Rock (CORR) to accommodate water line improvements along Sam Bass for a Wyoming Springs permanent connection solution. This Change Order also includes the necessary work and materials for a temporary bypass plan.

Change Order Number	Approved	Cost This CO	Total COs
08	2/25/2025	35,881.14	-1,686,175.04

6C. Untimely ROW/Utilities. Utilities not clear. This Change Order adds an item to compensate the Contractor for rock excavation / hammering required to construct the BCMUD 6-inch water line “A”. This was necessary, due to the AT&T lines not being relocated. Had AT&T been relocated the contractor would have been able to use a trencher instead of the larger track excavator to trench for the water line. This Change Order also adds an item to the contract to relocate conduits for the Walsh Ranch electrical service that powers the existing pond at Walsh Ranch Boulevard.

Adjusted Price = $34,459,783.96

Project Name: CR 255 Realignment
Project No. 25IFB9

Original Contract Price = $20,847,300.93

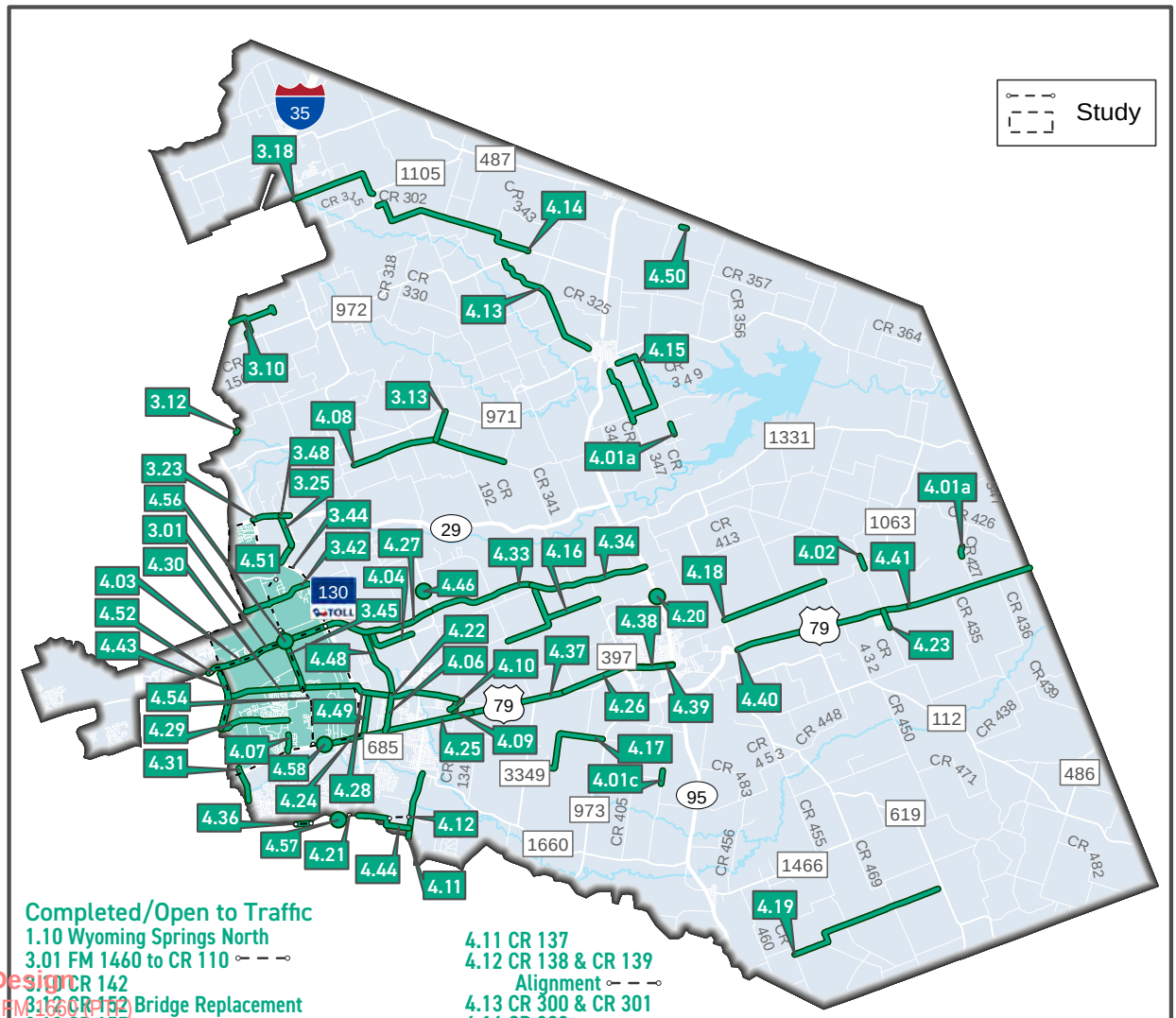
Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
12/18/2024	1/7/2025	1/17/2025	1/27/2025				601		601

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	1/27/2025	2/28/2025	33	$2,612,555.98	$2,612,555.98	$290,284.00	$290,284.00	14	5

2/28/2025	Comments -	Jordan Foster continued clearing Right-of-Way throughout the project. Subcontractor Royal Vista continued excavation and installation of the City of Georgetown 12-inch water line. Royal Vista continued water line bores near CR 254 and Hidden Springs Road. Subcontractor ESSI continued installing the silt fence and the rock filter dams throughout the project.

Adjusted Price = $20,847,300.93

2000/2006 Road Bond Program Projects
Precinct 4 - Commissioner Boles



Completed/Open to Traffic

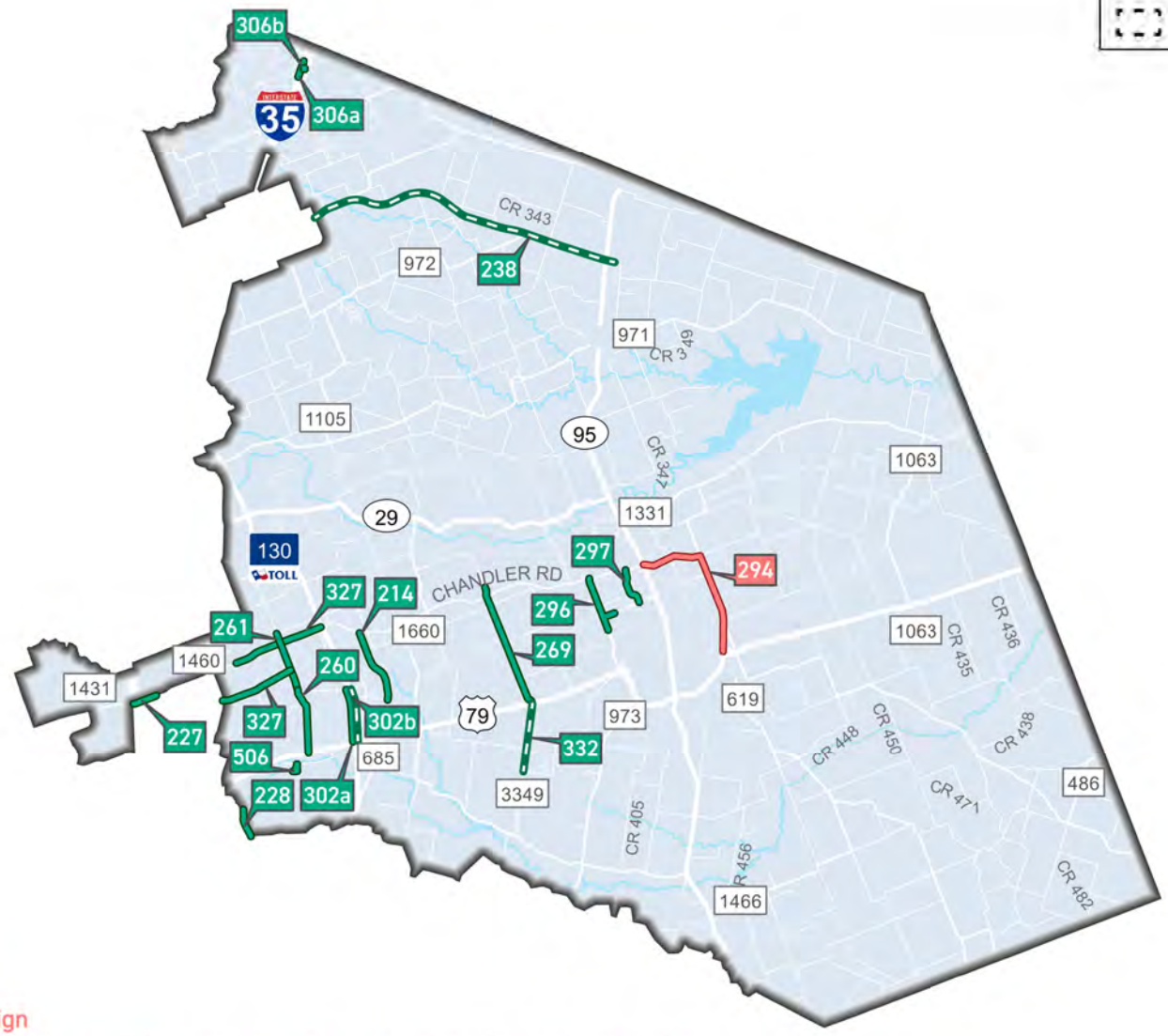
1.10 Wyoming Springs North
3.01 FM 1460 to CR 110 ⊶ – –⊸
3.10 CR 142
3.12 CR 152 Bridge Replacement
3.13 CR 157
3.18 CR 314
3.23 SH 29/CR 104 - Phase 1
3.25 CR 104 - Phase 2
3.42 CR 111 / CR 105 (Westinghouse Rd.) - FM 1460 to SH 130
3.44 CR 110 North (North of CR 107 to North of Sam Houston)
3.45 CR 110 Middle (North of Limmer Loop to CR 107) ⊶ – –⊸
3.48 SH 29 Widening - 12" Water Main Relocation
4.01a CR 427 Bridge Replacement
4.01b CR 390 Bridge Replacement
4.01c CR 406 Bridge Replacement
4.02 CR 424 Bridge Replacement
4.03 Chandler Road - Phase 1
4.04 CR 100
4.06 CR 119
4.07 CR 122 at US 79
4.08 CR 124
4.09 CR 132
4.10 CR 136
4.11 CR 137
4.12 CR 138 & CR 139 Alignment ⊶ – –⊸
4.13 CR 300 & CR 301
4.14 CR 302
4.15 CR 347 & CR 348
4.16 CR 368 & CR 369 (CR 101 to CR 366)
4.17 CR 404
4.18 CR 412
4.19 CR 466
4.20 FM 397 at SH 95 Signal
4.21 Gattis School Rd. ROW ⊶ – –⊸
4.22 Limmer Loop - Phase 1A
4.23 Thrall School Zone
4.24 US 79 - Section 1
4.25 US 79 - Section 2
4.26 US 79 - Section 3A
4.27 Chandler Rd. - Phase 2
4.28 Limmer Loop - Phase 1B
4.29 CR 113 / Old Settlers Blvd.
4.30 Limmer Loop - Phase 1C
4.31 Kenney Fort Boulevard - Phase 1
4.33 Chandler Rd. - Phase 3A
4.34 Chandler Rd. - Phase 3B
4.36 Gattis School Road ⊶ – –⊸
4.37 US 79 - Section 3 (PTF)
4.38 2nd Street Improvements
4.39 2nd Street Drainage Improvements
4.40 US 79 Section 5A (PTF)
4.41 US 79 Section 5B (PTF)
4.43 FM 1460 Section 2
4.44 CR 138
4.46 FM 1660 at Landfill Rd. (CR 128)
4.48 CR 119
4.49 CR 108
4.50 CR 351 at Donahoe Creek
4.51 CR 110 / Arterial A ⊶ – –⊸
4.52 University Blvd. (Chandler Rd.) Expansion ⊶ – –⊸
4.54 CR 110 South - (US 79 to Limmer Lp) ⊶ – –⊸
4.56 CR 110 at University Blvd. (Signal)
4.57 Gattis School Rd. at Winterfield Dr. (Signal)
4.58 Tradesman Park Crossing

In Design

4.35 FM 1660 (CR 128)

2013 ROAD BOND PROGRAM PROJECTS

Precinct 4 - Commissioner Boles



In Design

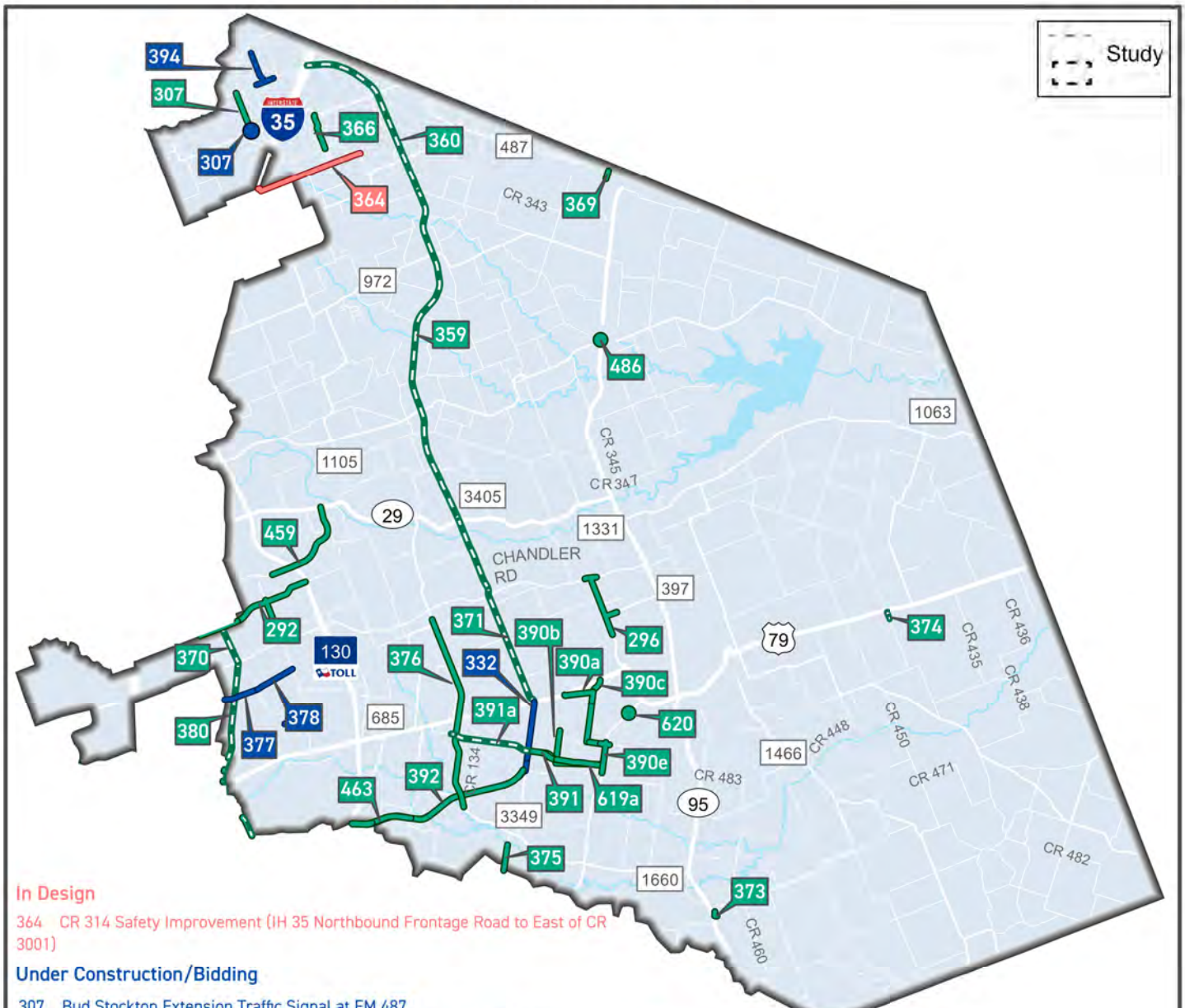
294 Chandler Road Extension Phase 1 (Planning)(SH 95 to US 79 at FM 619)

Completed/Open to Traffic

214 CR 119 (Limmer Loop to Chandler Road)
227 University Boulevard Widening (IH 35 to Sunrise Road)
228 Kenney Fort Blvd Segments 2 and 3 (Forest Creek Boulevard to SH 45)
238 Ronald Reagan Boulevard Extension Planning (IH 35 to SH 95)
260 CR 110 South (US 79 to Limmer Loop)
261 CR 110 Middle (Limmer Loop to CR 107)
269 CR 101 (US 79 to North of Chandler Road)
296 CR 366 Widening (Chandler Road to Carlos G. Parker Boulevard)
297 East Williamson County Park Road / Bill Pickett Trail (Carlos Parker Boulevard to Chandler Road)
302a SH 130 Frontage Roads Phase 3 (Southbound Frontage Road US 79 to Limmer Loop)
302b SH 130 Traffic Study
306a Relocation of 48" Williamson County Regional Raw Waterline - Line A
306b CR 305 at IH 35 Bridge Replacement
327 University Boulevard (Chandler Road) Expansion (FM 1460 to SH 130)
332 FM 3349/US 79 Interchange (US 79 to CR 404)
506 Oak Bluff and Greenfield Drainage Improvements

2019 ROAD BOND PROGRAM PROJECTS

Precinct 4 - Commissioner Boles



In Design

364 CR 314 Safety Improvement (IH 35 Northbound Frontage Road to East of CR 3001)

Under Construction/Bidding

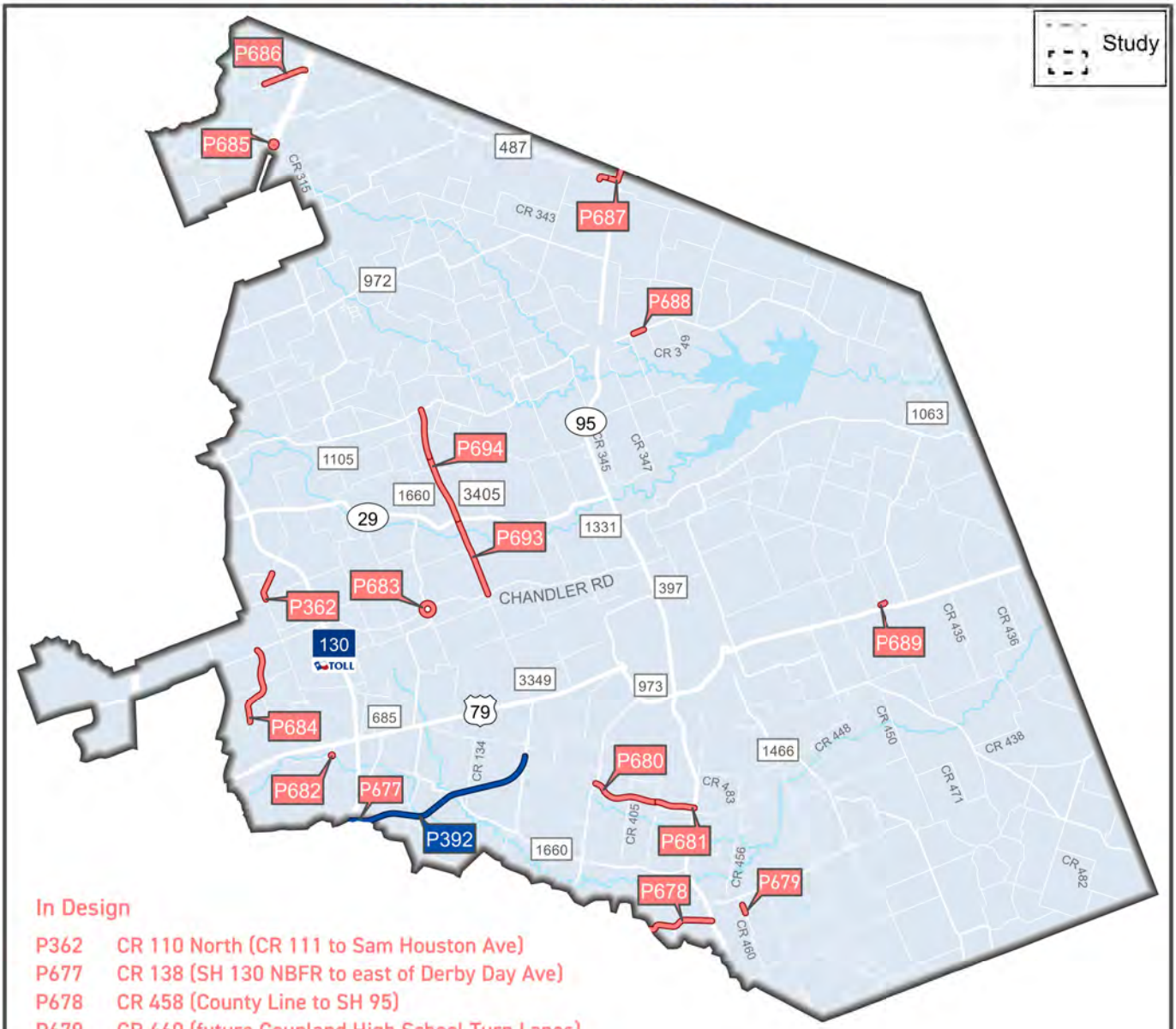
307 Bud Stockton Extension Traffic Signal at FM 487
332 East Wilco Highway (FM 3349/US 79 Interchange) (US 79 to CR 404)
377 CR 112 Widening (FM 1460/A.W. Grimes to CR 117)
378 CR 112 Widening (CR 117 to CR 110)
381 Old Settlers Boulevard (North Red Bud Lane/CR 122 to CR 110)

Completed/Open to Traffic

292 CR111/CR105 Westinghouse (FM 1460 to SH 130)
296 CR 366 (Chandler Road to Carlos G Parker Boulevard Northwest)
307 Bud Stockton Extension (CR 305 to FM 487)
359 East Wilco Highway (Future SH 29 to Ronald Reagan Extension/ Corridor D
360 East Wilco Highway (Ronald Reagan Ext. / Corridor D to IH 35 / CR 305)
366 CR 332 Realignment (South of FM 487 to North of CR 313)
369 Bartlett Project (Cottrell Street)
370 MoKan (Georgetown Inner Loop to University Boulevard)
371 East Wilco Highway (US 79 to Chandler Rd/Corridor B2)
372 East Wilco Highway (Future SH 29 to Chandler Rd)
373 Coupland Street Project (S. Broad & Muery Streets)
374 Thrall Street Project - S Bounds Street
375 CR 129 (South of Brushy Creek to North of the South Williamson County Line)
376 CR 134/CR 132 Extension (Hutto Arterial)
380 MoKan (University Boulevard to SH 45)
390a CR Improvements and Paving (CR 401, CR 402, CR 404)
390b CR 404 Hutto Water Line Realignment (Along future CR 404, from CR 404 to CR 404 at FM 973)
390c CR 401/CR 404 Improvements (US 79 to CR 404)
390e CR 404 at FM 973 (CR 404)
391 Samsung Highway (CR 404 Realignment) (CR 404 to FM 3349)
391a CR 132 Realignment
392 East Wilco Highway (Southeast Loop Segment 2, Phase 1) (CR 137 to CR 404)
394 CR 307 Reconstruction (CR 307 North of CR 305 Jarrell)
459 Corridor C / SH 29 Bypass (Sam Houston Avenue at Patriot Way to SH 29)
463 East Wilco Highway (Southeast Loop Segment 1, Phase 1) (CR 138 to CR 137)
463a CR 138 Right Turn Lane at SH 130
486 Granger Project (Davilla Street Culvert) (Davilla Street to N Walton Street)
619a Samsung Highway (Future County Road) (CR 404 to FM 973)
620 FM 973 at Taylor High School Signal

2023 ROAD BOND PROGRAM PROJECTS

Precinct 4 - Commissioner Boles



In Design

P362 CR 110 North (CR 111 to Sam Houston Ave)
P677 CR 138 (SH 130 NBFR to east of Derby Day Ave)
P678 CR 458 (County Line to SH 95)
P679 CR 460 (future Coupland High School Turn Lanes)
P680 Corridor A2 (FM 973 to CR 406)
P681 Corridor A2 (CR 406 to SH 95)
P682 CR 123 (Brushy Creek)
P683 Chandler Road (FM 1660 Overpass)
P684 Kenney Fort Boulevard - Segments 5 & 6 (Old Settlers Boulevard to North of University Boulevard)
P685 Sonterra Boulevard (IH-35 Frontage Road and Sonterra Blvd Intersection)
P686 CR 305 (IH 35 to CR 307)
P687 Salt Lake, Brook, Front Street (Salt Lake Street to Clark Street)
P688 FM 971 (future Granger High School Turn Lanes)
P689 North Barker Street (CR 424 to east end of North Barker Street)
P693 East Wilco Highway (Segment 5) (Chandler Road to SH 29)
P694 East Wilco Highway (Segment 6) (Future SH 29 to FM 971)

Under Construction/Bidding

P392 East Wilco Highway (Southeast Loop - Segment 2)(Corridor E1) (Construction)(CR 137 south of Hutto and CR 404)

Project Name: East Wilco Highway (Southeast Loop, Segment 1)
Project No. T3346 Original Contract Price = $11,526,789.09

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
3/30/2021	4/27/2021	7/12/2021	7/19/2021	8/31/2023	2/6/2025		534	240	774

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	7/19/2021	8/31/2021	44	$767,411.06	$767,411.06	$85,267.90	$85,267.90	7	6
2	9/1/2021	9/30/2021	30	$328,739.28	$1,096,150.34	$36,526.58	$121,794.48	10	10
3	10/1/2021	10/31/2021	31	$221,811.16	$1,317,961.50	$24,645.69	$146,440.17	12	14
4	11/1/2021	11/30/2021	30	$278,008.69	$1,595,970.19	$30,889.85	$177,330.02	14	17
5	12/1/2021	12/31/2021	31	$331,070.23	$1,927,040.42	$36,785.58	$214,115.60	17	21
6	1/1/2022	1/31/2022	31	$624,535.89	$2,551,576.31	$69,392.88	$283,508.48	22	25
7	2/1/2022	2/28/2022	28	$352,666.85	$2,904,243.16	$39,185.20	$322,693.68	25	29
8	3/1/2022	3/31/2022	31	$815,310.79	$3,719,553.95	$90,590.09	$413,283.77	33	33
9	4/1/2022	4/30/2022	30	$741,856.71	$4,461,410.66	$82,428.53	$495,712.30	39	37
10	5/1/2022	5/31/2022	31	$625,433.98	$5,086,844.64	$69,492.66	$565,204.96	44	41
11	6/1/2022	6/30/2022	30	$498,845.27	$5,585,689.91	$55,427.25	$620,632.21	49	45
12	7/1/2022	7/31/2022	31	$521,580.90	$6,107,270.81	$57,953.44	$678,585.65	53	49
13	8/1/2022	8/31/2022	31	$672,002.44	$6,779,273.25	$74,666.93	$753,252.58	59	53
14	9/1/2022	9/30/2022	30	$936,075.41	$7,715,348.66	$104,008.38	$857,260.96	67	57
15	10/1/2022	10/31/2022	31	$851,880.44	$8,567,229.10	-$406,354.16	$450,906.80	71	61
16	11/1/2022	11/30/2022	30	$625,071.12	$9,192,300.22	$32,898.48	$483,805.28	76	65
17	12/1/2022	12/31/2022	31	$290,510.48	$9,482,810.70	$15,290.02	$499,095.30	79	69
18	1/1/2023	1/31/2023	31	$55,998.20	$9,538,808.90	$2,947.27	$502,042.57	79	73
19	2/1/2023	2/28/2023	28	$161,924.00	$9,700,732.90	$8,522.32	$510,564.89	80	76
20	3/1/2023	3/31/2023	31	$291,588.78	$9,992,321.68	$15,346.78	$525,911.67	83	80
21	4/1/2023	4/30/2023	30	$160,641.77	$10,152,963.45	$8,454.83	$534,366.50	84	84
22	5/1/2023	5/31/2023	31	$79,909.01	$10,232,872.46	$4,205.73	$538,572.23	98	88
23	6/1/2023	6/30/2023	30	$355,060.22	$10,587,932.68	$18,687.38	$557,259.61	88	92
24	7/1/2023	7/31/2023	31	$61,540.97	$10,649,473.65	$3,239.00	$560,498.61	88	96
25	8/1/2023	8/31/2023	31	$316,670.90	$10,966,144.55	$16,666.89	$577,165.50	91	100
26	9/1/2023	9/30/2023	0	$84,593.72	$11,050,738.27	$4,452.30	$581,617.80	92	100
27	10/1/2023	10/31/2023	0	$8,808.52	$11,059,546.79	$463.61	$582,081.41	92	100
28	11/1/2023	2/28/2025	0	$1,651,781.26	$12,711,328.05	-$582,081.41	$0.00	100	100

2/28/2025 Comments - Project close out is in progress

Change Order Number	Approved	Cost This CO	Total COs
01	8/3/2021	$ 148,710.35	$ 148,710.35

6B. This Change Order adds the installation of barbed wire fence and gates along the north and south sides of the right of way on the Wolfe property. The Contractor will not be able to start work until the fence is installed. Twenty four (24) days are being added to the contract to compensate the contractor for this impact.

Change Order Number	Approved	Cost This CO	Total COs
02	10/4/2022	$73,007.39	$221,717.74

2C. Differing site conditions (Unforeseeable). New development (conditions changing after PS&E completed): This Change Order documents various changes to the contract related to new developer and Church driveways on the west end of the project. 3F. County Convenience. Additional work desired by the County: In addition to the driveways, the bridge rail was changed along the bridge to a more appealing look. 1B. Design Error or Omission. Other: Additional excavation was needed in Pond 21 to create more volume and line EA had to be adjusted for optimum flow along Wall 4.

Change Order Number	Approved	Cost This CO	Total COs
03	2/28/2023	$177,807.62	399,525.36

1A. Incorrect PS&E. This Change Order replaces the SGT and MBGF with Crash Cushion Attenuators on the proposed eastbound lane at both bridges due to them not being able to be installed per plan because of the post locations being in the MSE rock backfill. 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order also compensates the contractor for replacing a portion of an existing concrete driveway that needed to be removed to install the 48in RCP on Line B35.

Change Order Number	Approved	Cost This CO	Total COs
04	3/28/2023	156,231.96	555,757.32

2. Differing Site Conditions (Unforeseeable) 2E: Miscellaneous difference in site conditions (unforeseeable)(Item 9): This Change Order is adding items to the Contract that have been previously paid for under the existing Force Account line item.

Change Order Number	Approved	Cost This CO	Total COs
05	7/20/2023	1,093,581.24	1,649,338.56

1. Design Error or Omission. 1A: Incorrect PS&E. This Change Order addresses quantity revisions with the earthwork, roadway and various other bid items. The original quantities were incorrect in the Bid documents. The Engineer of Record re-calculated the quantities and provided revised numbers.

Change Order Number	Approved	Cost This CO	Total COs
06	9/27/2023	-1,015,961.92	633,376.64

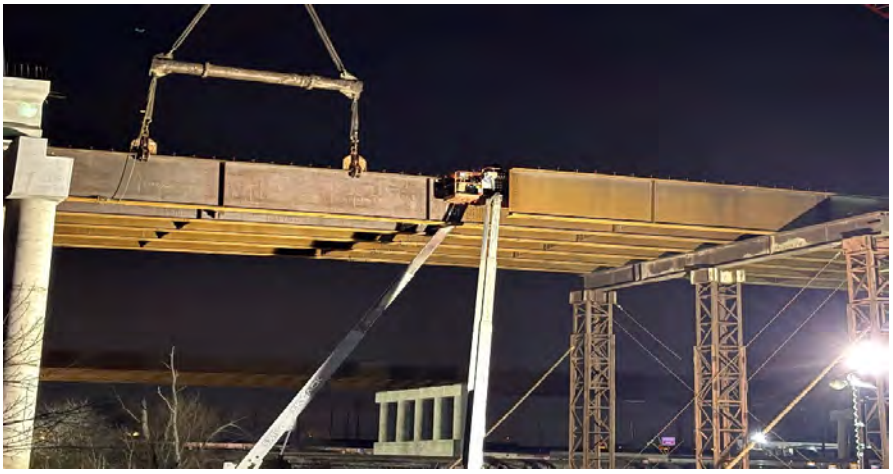
3M. County Convenience. Other. Due to the existing utility conflicts impeding the remaining construction, this Change Order will remove all remaining work from Phases 2-4 from the project.

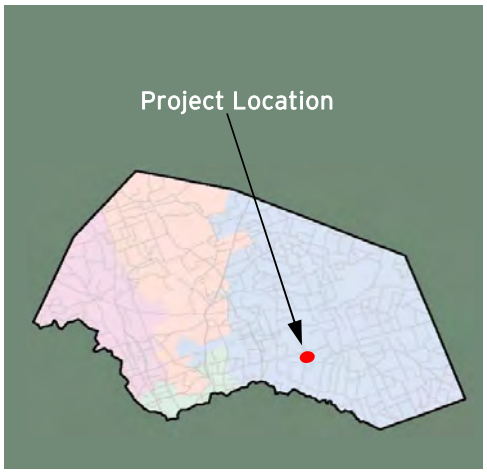
Change Order Number	Approved	Cost This CO	Total COs
07	11/26/2024	551,162.41	1,184,539.05

2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order provides the final balancing for the overruns/underruns of contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans.

3A. Dispute resolution (not resulting from error in plans or differing site conditions). This Change Order also settles the overhead claim dispute between the Contractor and Williamson County.

Adjusted Price = $12,711,328.14





East Wilco Highway (FM 3349 at US 79)
(FM 3349 from US 79 to CR 404 and new interchange on US 79 at FM 3349 and CR 101)

Project Length: 4.108 Miles
Roadway Classification: Rural Major Collector

Project Schedule: October 2022 - Summer 2025 (Roadwork)
Estimated Construction Cost: $84 Million



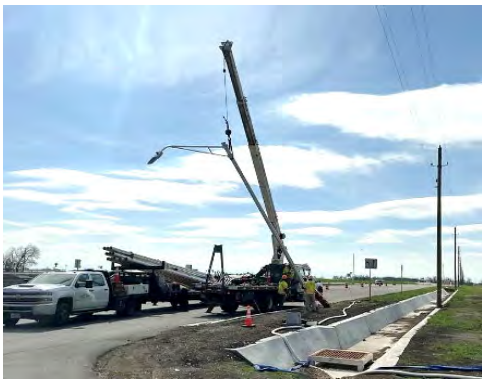
FEBRUARY 2025 IN REVIEW

2/7/25: JCG continued placing the deck panels for the northbound frontage road bridge and continued pouring the concrete rail foundations for the u-turns on both sides of US 79. Subcontractor Choctaw completed setting the steel plate girders for the southbound frontage road bridge spans over US 79 and began setting the steel girders for the northbound frontage road bridge.

2/14/25: Subcontractor Choctaw continued setting the steel plate girders for the northbound frontage road bridge. Subcontractor Fuquay continued hydro-seeding and installing the soil retention blankets in the FM 3349 median south of US 79.

2/21/25: Subcontractor Choctaw completed setting the steel plate girders for both the southbound frontage road and the northbound frontage road bridges. Subcontractor Austin Traffic Signal began installing the illumination poles throughout the project.

2/28/25: Subcontractor Choctaw completed the bolt installation and torquing of nuts on the steel plate girders for both the southbound and the northbound frontage road bridges.



Design Engineer: HDR
Contractor: James Construction
Construction Observation:
Asif Mirzazada, HNTB

Williamson County
Road Bond Program

HNTB

Project Name: East Wilco Highway (FM 3349 at US 79)
Project No. 22IFB139

Original Contract Price = $81,941,038.13

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
8/24/2022	9/26/2022	10/6/2022	10/17/2022				1394		1394

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	10/18/2022	11/25/2022	39	$755,690.77	$755,690.77	$0.00	$0.00	1	2
2	11/26/2022	12/25/2022	30	$5,128,955.59	$5,884,646.36	$0.00	$0.00	7	0
3	12/26/2022	1/25/2023	31	$1,448,580.10	$7,333,226.46	$0.00	$0.00	9	7
4	1/26/2023	2/25/2023	31	$1,272,882.90	$8,606,109.36	$0.00	$0.00	10	9
5	2/26/2023	3/25/2023	28	$2,922,159.15	$11,528,268.51	$0.00	$0.00	14	11
6	3/26/2023	4/25/2023	31	$1,453,458.85	$12,981,727.36	$0.00	$0.00	15	14
7	4/26/2023	5/25/2023	30	$1,672,497.88	$14,654,225.24	$0.00	$0.00	17	16
8	5/26/2023	6/25/2023	31	$3,188,150.58	$17,842,375.82	$0.00	$0.00	21	18
9	6/26/2023	7/25/2023	30	$2,251,767.13	$20,094,142.95	$0.00	$0.00	24	20
10	7/26/2023	8/25/2023	31	$2,453,925.93	$22,548,068.88	$0.00	$0.00	27	22
11	8/26/2023	9/30/2023	36	$4,580,138.95	$27,128,207.83	$0.00	$0.00	32	25
12	10/1/2023	10/25/2023	25	$3,017,528.73	$30,145,736.56	$0.00	$0.00	36	27
13	10/26/2023	11/25/2023	31	$2,172,558.80	$32,318,295.36	$0.00	$0.00	38	29
14	11/26/2023	12/25/2023	30	$1,638,115.30	$33,956,410.66	$0.00	$0.00	40	31
15	12/26/2023	1/25/2024	31	$4,633,009.82	$38,589,420.48	$0.00	$0.00	46	33
16	1/26/2024	2/25/2024	31	$4,487,381.38	$43,076,801.86	$0.00	$0.00	51	36
17	2/26/2024	3/25/2024	29	$3,973,465.64	$47,050,267.50	$0.00	$0.00	56	38
18	3/26/2024	4/25/2024	31	$1,993,459.10	$49,043,726.60	$0.00	$0.00	58	40
19	4/26/2024	5/25/2024	30	$1,414,938.37	$50,458,664.97	$0.00	$0.00	60	42
20	5/26/2024	6/25/2024	31	$3,026,457.98	$53,485,122.95	$0.00	$0.00	63	44
21	6/26/2024	7/25/2024	30	$832,712.20	$54,317,835.15	$0.00	$0.00	64	46
22	7/26/2024	8/25/2024	31	$1,793,923.46	$56,111,758.61	$0.00	$0.00	67	49
23	8/26/2024	9/25/2024	31	$940,489.83	$57,052,248.44	$0.00	$0.00	68	51
24	9/26/2024	10/25/2024	30	$1,765,660.58	$58,817,909.02	$0.00	$0.00	70	53
25	10/26/2024	11/25/2024	31	$3,097,560.74	$61,915,469.76	$0.00	$0.00	73	55
26	11/26/2024	12/25/2024	30	$1,310,506.13	$63,225,975.89	$0.00	$0.00	75	57
27	12/26/2024	1/25/2025	31	$1,093,915.48	$64,319,891.37	$0.00	$0.00	76	60
28	1/26/2025	2/25/2025	31	$1,505,889.66	$65,825,781.03	$0.00	$0.00	78	62

2/28/2025 Comments - James Construction Group (JCG) continued excavating the drainage swales and grading the median along both frontage roads. JCG finished placing the deck panels for the northbound frontage road bridge and continued pouring the concrete rail foundations for the u-turns on both sides of US 79. Subcontractor Patin resumed pouring the concrete for driveways, riprap, and curb and gutter along the southbound frontage road, south of US 79. Subcontractor Choctaw completed the bolt installation and the torquing of nuts on the steel plate girders for both the SBFR and NBFR and started welding diaphragms. Subcontractor Fuquay continued hydroseeding, drill seeding and placing the erosion control blankets along FM 3349 medians, south of US 79. Subcontractor GK Construction continued tying steel for the remaining northbound frontage road bridge deck spans. Subcontractor Austin Traffic Signal continued installing the illumination poles and services throughout the project.

Change Order Number	Approved	Cost This CO	Total COs
01	4/25/2023	925,354.41	925,354.41

3. County Convenience. 3L Revising safety work/measures desired by the County: This Change Order provides funds to compensate the contractor for installing safety improvements on US 79 until the permanent overpasses are built. By installing these traffic control measures the drivers traveling north bound on FM 3349 can no longer proceed straight or make a left turn at the US 79 intersection. The same will apply for traffic traveling south on CR 101. Drivers will need to make a right turn on US 79

Change Order Number	Approved	Cost This CO	Total COs
02	4/25/2023	82,000.00	1,007,354.41

3. County Convenience. 3L Revising safety work/measures desired by the County: The original bid item 36-inch Ductile Iron Pipe has long lead time of material procurement and is not readily available. Contractor proposed two options with shorter lead time to the City of Hutto as alternatives. City of Hutto has approved option 2, which is 36-inch PVC DR 18 pipe as an alternative with $82,000 increase in cost to the current item and allows contractor to procure material quicker. The cost of this material change is 100% reimbursable by the City of Hutto.

Change Order Number	Approved	Cost This CO	Total COs
03	7/20/2023	195,302.81	1,202,657.22

3. County Convenience. 3F Additional work desired by the County: This Change Order compensates the contractor for installing one steel utility sleeve casing 24 inches in diameter on FM 3349 at station 421+00.

Change Order Number	Approved	Cost This CO	Total COs
04	8/8/2023	-472,492.20	730,165.02

3. County Convenience. 4D Other "Deletion of work requested by the City of Hutto": This Change Order eliminates City of Hutto 16-inch water main line relocations project and 50 LF of 16-inch water line relocation under City of Hutto water line casing project from the original scope of work. The omission of work was requested by the City of Hutto. The cost for restocking of the ordered material and any other related fee is 100% reimbursable by the City of Hutto.

Change Order Number	Approved	Cost This CO	Total COs
05	0/14/23	-5,274.97	724,890.05

5. Contractor Convenience. 5E Other: This Change Order is to revise the Stone Riprap material cost due to a material substitution request from the contractor. James Construction proposed material that has a specific gravity below the Contract requirements but has been accepted by TxDOT in other projects. The EOR approved the use of this material and recommended a reduction in price. This Change Order will result in a cost savings for the proposed material. This Change Order also adds new items to the Contract to pay the Contractor for additional work that was originally paid under the Force Account Line item.

Change Order Number	Approved	Cost This CO	Total COs
06	10/20/2023	130,053.00	854,943.05

3. County Convenience. 3F Additional work desired by the County: This Change Order compensates the contractor for upsizing 562 LF of 12-inch PVC pipe and fittings to 16-inch PVC pipe for the Jonah waterline project due to increased demand. The decision to upsize the pipe was at Jonah's request and will be 100% funded by the Jonah Water Special Utility District.

Change Order Number	Approved	Cost This CO	Total COs
07	10/20/2023	661,031.30	1,515,974.35

3F. Additional work desired by the County : This Change Order compensates the contractor for installing southbound frontage road right turn lane at FM 3349 for City of Hutto Mega Site. This work was requested by the City of Hutto and is 100% reimbursable by the City of Hutto.

Change Order Number	Approved	Cost This CO	Total COs
08	10/20/2023	327,321.48	1,843,295.83

1. Design Error or Omission. 1B. Other: This Change Order compensates the contractor for installation of 280 linear feet of 36-inch Ductile Iron (DI) pipe for City of Hutto water line project, instead of the previously specified 36-inch PVC pipe. This adjustment is required for the 48-inch bored steel casing under FM 3349 and the transition to a 56-inch casing for the open cut section. This modification was requested by and is 100% reimbursable by the City of Hutto.

Change Order Number	Approved	Cost This CO	Total COs
09	1/30/2024	-368,749.53	1,474,546.30

5. Contractor Convenience. 5A Contractor exercises option to change the traffic control plan: This Change Order revises the as-bid Traffic Control Plan (TCP) and construction phasing of the FM 3349 project. The modified TCP allows the Contractor to work on both, the North Bound and South Bound Frontage Roads simultaneously. The changes to the TCP and construction phasing do not impact the project’s completion date and results in savings on several contract items.

Change Order Number	Approved	Cost This CO	Total COs
10	1/30/2024	67,965.30	1,542,511.60

4. Third Party Accommodation. 4B. Third party requested work: This Change Order compensates the Contractor for installing 390 LF of 4-inch steel casing with 1.5" HDPE water service line and fittings for the Jonah waterline project on FM 3349 at station 475+50. This work was requested by the Jonah Water Special Utility District and is 100% reimbursed by the Jonah Water Special Utility District.

Change Order Number	Approved	Cost This CO	Total COs
11	2/1/2024	271,902.72	1,814,414.32

3. County Convenience. 3F. Additional work desired by the County: This Change Order provides compensation to the Contractor for the installation of a 24-inch Steel Encasement Sleeve spanning 470 linear feet in the Jonah water line project on FM 3349 at station 426+51. The sleeve is part of the Williamson County real estate agreement executed during the ROW acquisition.

Change Order Number	Approved	Cost This CO	Total COs
12	4/16/2024	64,791.00	1,879,205.32

1. Design Error or Omission - 1A. Incorrect PS&E. 4B. Third party requested work: This Change Order provides compensation to the Contractor for modifying the length and elevation of the Jonah water line under US79 and UPRR tracks, and for abandoning the existing 2-lnch Jonah water line located within the UPRR ROW on the south side of US79.

Change Order Number	Approved	Cost This CO	Total COs
13	4/16/2024	82,301.65	1,961,506.97

2. Differing Site Conditions (unforeseeable) 2I. Additional safety needs: This Change Order provides compensation to the Contractor for performing pavement repairs, within the project limits, on the existing FM 3349 roadway. The repairs include fixing ruts and cracks and repairing a crash cushion and MBGF damaged by the public. This Change Order also adds new items to install additional small signs to improve safety on the CR 101 (Jughandle Road), pay for off duty police officers, and locating an existing utility line.

Change Order Number	Approved	Cost This CO	Total COs
14	4/16/2024	101,248.22	2,062,755.19

2C. New Development (Conditions Changing After PS&E Completed). This Change Order provides compensation to the Contractor for relocating box culvert No. 4 on the southbound frontage road, to accommodate the location of the new City of Hutto street (Spine Road). The culvert and crossover to FM 3349 were moved approximately 36ft. to the north to align with the centerline of the Spine Road.

Change Order Number	Approved	Cost This CO	Total COs
15	7/16/2024	24,513.18	2,087,268.37

2. Differing Site Conditions (unforeseeable). 2C. New development (conditions changing after PS&E completed). This Change Order provides compensation to the Contractor for additional construction surveying, traffic control management, and low production asphalt placement due to the different site conditions on driveway No. 5 of the northbound frontage road.

Change Order Number	Approved	Cost This CO	Total COs
16	7/16/2024	35,324.07	2,122,592.44

2. Differing Site Conditions (unforeseeable) 2I. Additional safety needs: This Change Order provides compensation to the Contractor for performing pavement repairs, within the project limits, on the existing US 79 eastern turnaround roadway. The repairs include removal of existing failed asphalt surface and flex base areas and replacing it with full depth hot mixed asphalt.

Change Order Number	Approved	Cost This CO	Total COs
17	7/16/2024	11,849.07	2,134,441.51

1. Design Error or Omission 1A. Incorrect PS&E: This Change Order provides compensation to the Contractor for abandoning the water well and removing the pump house, ancillary pipes and fittings, electrical power supply, concrete slab, and performing dirt work within the project right-of-way (ROW) and the Jonah SUD water line easement. The roadway plans do not show the well, and the Jonah water line plans include a note stating, "County to coordinate abandonment of structure with property owner." However, a pay item was not included in the original Contract.

Change Order Number	Approved	Cost This CO	Total COs
18	8/13/2024	18,623.43	2,153,064.94

2. Differing Site Conditions. 2G Unadjusted Utility (unforeseeable): This Change Order compensates the Contractor for modifying the jacked & bored and open trench sections of the Jonah 36-in steel encased water line on Line A. During construction, a newly installed gas line along the northside of US 79 was found to be in conflict with the proposed water line. To clear the conflict, the jacked & bored section of the water line was lowered by 5 ft. This change created the need for additional shoring and material handling, and fittings to return the water line to its original elevation before continuing with the open cut section. To mitigate the cost, Jonah SUD provided revised plan sheets reducing the length of the jacked & bore section and increasing the length of the open cut section. The unused steel casing and spacers were delivered to Jonah SUD for future use.

Change Order Number	Approved	Cost This CO	Total COs
19	8/13/2024	9,869.00	2,162,933.94

1. Design Error or Omission. 1A Incorrect PS&E : This Change Order compensates the Contractor for replacing the bridge blister anchor bolts for the illumination poles on the northbound and southbound bridges. The as-bid plan set specified the incorrect type of base plate and anchor bolts for the bridge mounted poles. The Contractor submitted an RFI proposing to use the specified base plates with the correct type of anchor bolts. The Engineer of Record (EOR) reviewed the request and agreed with the Contractor's proposal. As a result of this change, 27 previously approved and fabricated anchor bolt sets, will be replaced with the correct type for the specified illumination poles. The supplier did not give the Contractor the option to pay a re-stocking fee for the original anchor bolts. Therefore, 27 anchor bolts will be delivered to Wilco maintenance yard to be used in future projects.

Change Order Number	Approved	Cost This CO	Total COs
20	10/8/2024	167,583.65	2,330,517.59

4B. Third party requested work. This Change Order adds an item for lettering and logos with lighting on both northbound and southbound frontage road bridges over US79. The cost of this work will be split equally between the cities of Hutto and Taylor.

Change Order Number	Approved	Cost This CO	Total COs
21	12/19/2024	5,462.50	2,335,980.09

1B. Design Error or Omission. This Change Order compensates the Contractor for installing long-span metal beam guard fence in the project. At several locations on south bound frontage road (SBFR), the backless concrete inlets conflict with the location of the wooden posts supporting the metal beam guard fence (MBGF) runs. These conflicts were reviewed by the Engineer of Record, and it was recommended to utilize the TxDOT standard long-span MBGF to clear the conflicts. This solution has been agreed to by TxDOT Georgetown Area Office.

Adjusted Price = $84,277,018.22

Project Name: CR 366 Reconstruction (Chandler Road to Carlos G. Parker Boulevard)
Project No. 22IFB138 Original Contract Price = $17,694,262.46

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
8/31/2022	9/28/2022	12/27/2022	1/6/2023	8/23/2024	10/10/2024		515	81	596

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	1/6/2023	2/28/2023	54	$1,184,919.53	$1,184,919.53	$131,657.73	$131,657.73	7	9
2	3/1/2023	3/31/2023	31	$220,649.15	$1,405,568.68	$24,516.57	$156,174.30	9	14
3	4/1/2023	4/30/2023	30	$195,624.79	$1,601,193.47	$21,736.09	$177,910.39	10	19
4	5/1/2023	5/31/2023	31	$540,591.96	$2,141,785.43	$60,065.77	$237,976.16	14	24
5	6/1/2023	6/30/2023	30	$1,603,804.24	$3,745,589.67	$178,200.47	$416,176.63	24	30
6	7/1/2023	7/31/2023	31	$781,944.84	$4,527,534.51	$86,882.76	$503,059.39	29	35
7	8/1/2023	8/31/2023	31	$1,589,668.07	$6,117,202.58	$176,629.79	$679,689.18	39	40
8	9/1/2023	9/30/2023	30	$933,910.69	$7,051,113.27	$103,767.85	$783,457.03	44	45
9	10/1/2023	10/31/2023	31	$448,939.28	$7,500,052.55	$49,882.14	$833,339.17	47	50
10	11/1/2023	11/30/2023	30	$314,298.57	$7,814,351.12	$34,922.07	$868,261.24	49	55
11	12/1/2023	12/31/2023	31	$413,086.23	$8,227,437.35	$45,898.47	$914,159.71	52	60
12	1/1/2024	1/31/2024	31	$452,008.26	$8,679,445.61	$50,223.14	$964,382.85	55	66
13	2/1/2024	2/29/2024	29	$653,498.36	$9,332,943.97	$72,610.92	$1,036,993.77	59	70
14	3/1/2024	3/31/2024	31	$1,806,457.71	$11,139,401.68	-$450,709.47	$586,284.30	67	76
15	4/1/2024	4/30/2024	30	$1,982,213.76	$13,121,615.44	$104,327.04	$690,611.34	78	81
16	5/1/2024	5/31/2024	31	$493,857.95	$13,615,473.39	$25,992.52	$716,603.86	81	86
17	6/1/2024	6/30/2024	30	$581,362.25	$14,196,835.64	$30,598.02	$747,201.88	85	91
18	7/1/2024	7/31/2024	31	$412,312.68	$14,609,148.32	$21,700.66	$768,902.54	88	96
19	8/1/2024	8/31/2024	23	$1,634,444.26	$16,243,592.58	$86,023.39	$854,925.93	98	116
20	9/1/2024	9/30/2024	0	$660,945.77	$16,904,538.35	-$509,935.35	$344,990.58	99	100
21	10/1/2024	10/31/2024	0	$110,804.68	$17,015,343.03	$2,261.32	$347,251.90	100	100
22	11/1/2024	11/30/2024	0	$25,574.01	$17,040,917.04	$521.92	$347,773.82	100	100
23	12/1/2024	1/31/2025	0	$567,252.70	$17,608,169.74	-$347,773.82	$0.00	100	100

2/28/2025 Comments - Project close out in progress

Change Order Number	Approved	Cost This CO	Total COs
01	6/6/2023	$ 11,562.50	$ 11,562.50

1A. Design Error or Omission. Incorrect PS&E. : This change order adds the installation of the construction exits along CR 366 and FM 397 Carlos G Parker to access to the project site. The construction entrances or exits are to provide a stable pathway to keep the mud sediment off the public roads and improve safety.

Change Order Number	Approved	Cost This CO	Total COs
02	12/12/2023	$ 82,015.80	$ 93,578.30

2I: Additional safety needs (unforeseeable): This Change Orders provides funds to compensates the Contractor to implement a full closure of CR 366 until the completion of the project. The full closure is needed due to the severe rutting and pavement failures the road experienced after construction started. Williamson County and the City of Taylor agreed to close the road to through traffic and implement a detour route to improve the safety of the traveling public and facilitate the construction of the new road. 2E: Miscellaneous difference in site conditions (unforeseeable)(Item 9): This Change Order also creates new contract items for mowing and potholing to locate unmarked utilities within the project limits.

Change Order Number	Approved	Cost This CO	Total COs
03	5/7/2024	71,050.63	164,628.93

2I. Additional safety needs (unforeseeable): This Change Order compensates the Contractor for various items paid under Force Account to address required additional safety improvements, repairs to the existing CR 366, and potholing to locate existing fiber optic lines. 3F. Additional work desired by the County: This Change Order also compensates the Contractor for widening a driveway on CR 369, replacing unsuitable material on CR 366, installing an underdrain pipe, removing Oncor poles on CR 366 and FM 397, and paying off duty police officers.

Change Order Number	Approved	Cost This CO	Total COs
04	9/12/2024	67,778.02	232,406.95

1B. Design Error or Omission. Other.: This Change Order adds striping items to the Contract that were not included in the bid tabs or the original plans.

Change Order Number	Approved	Cost This CO	Total COs
05	2/25/2025	-318,499.67	-86,092.72

2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order provides the final balancing for the overruns/underruns of contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans.This Change Order also adds an item for ovehead cost due to utilities causing inefficienceis towards project progression/ 2I. Additional safety needs (unforeseeable). This Change Order also adds items to the contract to address additional safety concerns.

Adjusted Price = $17,608,169.74

Project Name: Bud Stockton Extension (CR 305 to FM 487)
Project No. 23IFB13

Original Contract Price = $5,917,275.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
12/12/2022	12/20/2022	1/3/2023	2/9/2023	8/15/2023	12/20/2024		177	6	183

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	2/1/2023	2/28/2023	16	$173,685.65	$173,685.65	$19,298.41	$19,298.41	3	9
2	3/1/2023	3/31/2023	31	$509,598.69	$683,284.34	$56,622.07	$75,920.48	13	26
3	4/1/2023	4/30/2023	30	$596,757.76	$1,280,042.10	$66,306.42	$142,226.90	25	42
4	5/1/2023	5/31/2023	31	$935,377.65	$2,215,419.75	$103,930.85	$246,157.75	43	59
5	6/1/2023	6/30/2023	30	$493,627.50	$2,709,047.25	$54,847.50	$301,005.25	53	75
6	7/1/2023	7/31/2023	31	$1,774,451.07	$4,483,498.32	$197,161.23	$498,166.48	87	92
7	8/1/2023	8/31/2023	14	$822,967.99	$5,306,466.31	-$218,878.78	$279,287.70	92	100
8	9/1/2023	9/30/2023	0	$220,970.36	$5,527,436.67	-$166,482.87	$112,804.83	99	100
9	10/1/2023	10/31/2023	0	$27,078.46	$5,554,515.13	$552.62	$113,357.45	98	100
10	11/1/2023	3/1/2024	0	$15,204.70	$5,569,719.83	$310.30	$113,667.75	100	100
11	3/2/2024	2/28/2025	0	$24,500.42	$5,594,220.25	$500.01	$114,167.76	99	100

2/28/2025 Comments - Project close out in progress

Change Order Number	Approved	Cost This CO	Total COs
01	3/7/2023	$ 35,830.59	$ 35,830.59

6D. Untimely ROW/Utilities. Other.: As part of the ROW Agreement, Williamson County is responsible for installing the new fence along the ROW. The Agreement was finalized after the design, so the items were not included in the bid documents. Also, temporary fence must be installed around the existing pond while the pond is being backfilled.

Change Order Number	Approved	Cost This CO	Total COs
02	8/23/2023	$ 97,110.00	$ 132,940.59

2. Differing Site Conditions (unforeseeable) 2E: Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order compensates the Contractor for performing full-depth repairs to the existing Bud Stockton Loop pavement prior to the 1-inch overlay of hot mix asphalt.

Change Order Number	Approved	Cost This CO	Total COs
03	2/14/2024	-292,169.97	-159,229.38

2E. Miscellaneous difference in site conditions (unforeseeable) (Item 9). This Change Order provides the final balancing for the overruns/underruns of Contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans. 2I. Additional safety needs (unforeseeable). Due to the new stop condition on FM 487, TxDot requested LED stop signs and rumble strips be installed to make a safer condition at the new all-way stop. 2J. Other: Installing a 6in sleeve for Jarrell ISD High School under their new driveway off of Bud Stockton.

Change Order Number	Approved	Cost This CO	Total COs
04	7/16/2024	2,905.00	-156,324.38

4.Third Party Accommodations. 4B. Third party requested work: This Change Order compensates the contactor for adding additional "T" post and tightening a portion of the newly installed fence along the Hawthorne Parcel and Wilco ROW.

Change Order Number	Approved	Cost This CO	Total COs
05	2/25/2025	-49,103.60	-205,427.98

2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order provides the final balancing of the vegetative watering item on the project.

Adjusted Price = $5,711,847.02

Corridor C / SH 29 Bypass
Project No. 23IFB67

Original Contract Price = $30,540,848.03

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
8/15/2023	8/22/2023	9/20/2023	9/30/2023	1/6/2025			973		973

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	9/30/2023	9/30/2023	1	$1,397,211.48	$1,397,211.48	$155,245.72	$155,245.72	5	0
2	10/1/2023	10/31/2023	31	$1,541,032.92	$2,938,244.40	$171,225.88	$326,471.60	11	3
3	11/1/2023	11/30/2023	30	$1,838,538.26	$4,776,782.66	$204,282.03	$530,753.63	17	6
4	12/1/2023	12/31/2023	31	$2,431,249.16	$7,208,031.82	$270,138.79	$800,892.42	26	10
5	1/1/2024	1/31/2024	31	$1,078,672.93	$8,286,704.75	$119,852.55	$920,744.97	30	13
6	2/1/2024	2/29/2024	29	$2,770,832.24	$11,057,536.99	$307,870.25	$1,228,615.22	40	16
7	3/1/2024	3/31/2024	31	$1,644,580.73	$12,702,117.72	$182,731.19	$1,411,346.41	46	19
8	4/1/2024	4/30/2024	30	$3,003,806.67	$15,705,924.39	$333,756.30	$1,745,102.71	57	22
9	5/1/2024	5/31/2024	31	$1,749,723.10	$17,455,647.49	$194,413.68	$1,939,516.39	63	25
10	6/1/2024	6/30/2024	30	$3,336,725.12	$20,792,372.61	-$845,180.99	$1,094,335.40	72	28
11	7/1/2024	7/31/2024	31	$769,078.30	$21,561,450.91	$40,477.81	$1,134,813.21	74	31
12	8/1/2024	8/31/2024	31	$1,686,094.26	$23,247,545.17	$88,741.80	$1,223,555.01	80	35
13	9/1/2024	9/30/2024	30	$1,598,196.81	$24,845,741.98	$84,115.62	$1,307,670.63	86	38
14	10/1/2024	10/31/2024	31	$1,274,170.93	$26,119,912.91	$67,061.63	$1,374,732.26	90	41
15	11/1/2024	11/30/2024	30	$642,378.80	$26,762,291.71	$33,809.41	$1,408,541.67	92	44
16	12/1/2024	12/31/2024	31	$1,108,005.79	$27,870,297.50	$58,316.09	$1,466,857.76	96	47
17	1/1/2025	1/31/2025	31	$1,015,405.81	$28,885,703.31	-$877,353.61	$589,504.15	96	50

2/28/2025 Comments - Project close-out is underway.

Change Order Number	Approved	Cost This CO	Total COs
01	5/2/2024	$ 6,201.00	$ 6,201.00

2. Differing Site Conditions (Unforeseeable) 2J. Other: This Change Order compensates the contractor for installing and removing a temporary 2-strand electric fence to maintain cattle while the Jonah water line is installed across private property.

Change Order Number	Approved	Cost This CO	Total COs
02	7/3/2024	$ 9,568.50	$ 15,769.50

1B. Design Error or Omission. Other.: This Change Order compensates the contractor for maintaining an existing Jonah water meter that was not accounted for in the plans.

Adjusted Price = $30,556,617.53

County Road 129
Project No. 24IFB23

Original Contract Price = $2,463,313.00

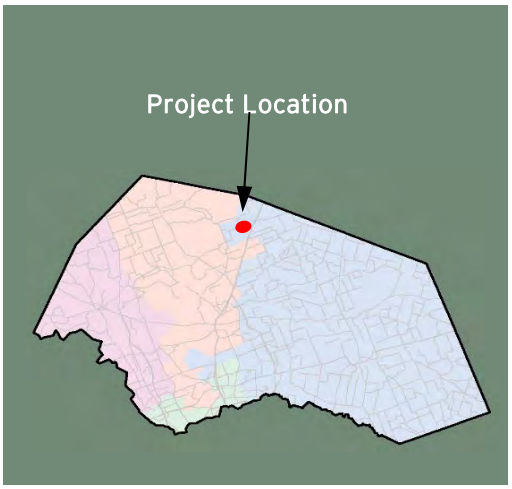
Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
1/17/2024	1/30/2024	2/21/2024	3/4/2024	9/25/2024			215		215

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	3/4/2024	3/31/2024	28	$81,166.50	$81,166.50	$9,018.50	$9,018.50	4	13
2	4/1/2024	4/30/2024	30	$310,646.25	$391,812.75	$34,516.25	$43,534.75	18	27
3	5/1/2024	5/31/2024	31	$263,047.50	$654,860.25	$29,227.50	$72,762.25	30	41
4	6/1/2024	6/30/2024	30	$231,940.35	$886,800.60	$25,771.15	$98,533.40	40	55
5	7/1/2024	7/31/2024	31	$174,474.36	$1,061,274.96	$19,386.04	$117,919.44	48	70
6	8/1/2024	8/31/2024	31	$670,955.33	$1,732,230.29	-$26,749.42	$91,170.02	74	84
7	9/1/2024	9/30/2024	20	$413,907.85	$2,146,138.14	-$47,371.28	$43,798.74	89	93

2/28/2025 Comments - Chasco is awaiting vegetation establishment. Project close-out is underway.

Adjusted Price = $2,463,313.00





Bud Stockton at FM 487 Traffic Signal
(Intersection of Bud Stockton & FM 487)

Project Length: 1000 Feet
Roadway Classification: Major Collector

Project Schedule: July 2024 - Early 2025
Estimated Construction Cost: $0.6M



FEBRUARY 2025 IN REVIEW

2/7/25: Austin Traffic Signal installed the remaining signal items on the signal poles and installed the pedestrian poles at all four corners of the Bud Stockton and FM 487 intersection. ATS also completed all electrical connections for the signal and pedestrian poles. ATS will activate the signal heads once Bartlett Electric installs power for the intersection.

2/14/25: Austin Traffic Signal is scheduled to activate the signals once Bartlett Electric installs power for the intersection.

2/21/25: Bartlett Electric installed power to the traffic signal. Austin Traffic Signal is coordinating with TxDOT to activate the signals for the Bud Stockton and FM 487 intersection.

2/28/25: Austin Traffic Signal is working with TxDOT to activate the signals for the Bud Stockton and FM 487 intersection. Austin Traffic Signal is scheduled to activate the signals on 3/13/25.



Design Engineer: Kimley Horn
Contractor: Austin Traffic Signal
Construction Observation:
Joseph Jones, HNTB

Williamson County
Road Bond Program

HNTB

Project Name: Bud Stockton at FM 487 Traffic Signal
Project No. 24IFB33

Original Contract Price = $553,983.00

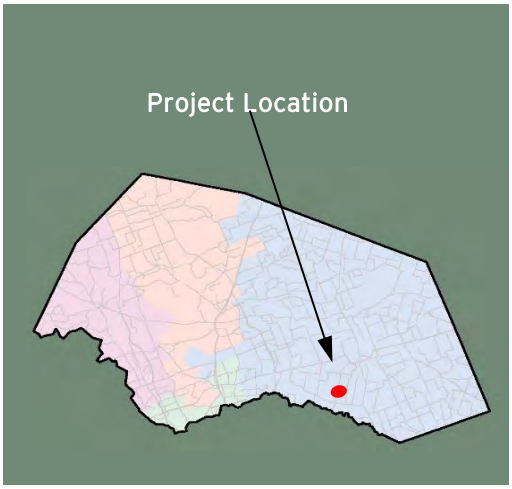
Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
3/14/2024	4/25/2024	7/12/2024	7/22/2024				263		263

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	7/1/2024	9/30/2024	71	$100,800.00	$100,800.00	$11,200.00	$11,200.00	20	27
2	10/1/2024	10/31/2024	31	$51,615.00	$152,415.00	$5,735.00	$16,935.00	31	39
3	11/1/2024	1/31/2025	92	$250,246.30	$402,661.30	$4,257.70	$21,192.70	77	74

2/28/2025 Comments - Bartlett electric connected power to the service cabinet, Austin Traffic Signal is working with TxDOT on the final walk thru and activation date for the signals.

Adjusted Price = $553,983.00





East Wilco Highway (Southeast Loop - Segment 2)
(CR 137 south of Hutto and CR 404)

Project Length: 4.658 miles
Roadway Classification: Rural Arterial

Project Schedule: September 2024 - Summer 2028
Estimated Construction Cost: $64.4M



FEBRUARY 2025 IN REVIEW

2/7/25: The contractor completed installing the geo-grid and placing the first course of flexible base between FM 3349 and Bridge 6.

2/14/25: The contractor completed installing the pipe underdrain for the MSE retaining wall near Bridge 4. Capital continued processing flexible base from CR 404 to FM 1660. Capital placed rock riprap at Cottonwood Creek.

2/21/25: Capital Excavation began forming and pouring concrete for the leveling pad at Retaining Wall 1, east of the CR 137 intersection. The contractor completed forming and pouring concrete for the Bent 3 cap on the Cottonwood Creek bridge. The contractor began placing the MSE panels on Retaining Wall 4, near Bridge 4. Capital Excavation set the beams for Bridges 3 and 6.

2/28/25: Capital Excavation completed forming and pouring concrete for the leveling pads at Retaining Walls 1 and 2. Capital placed rock riprap between Abutment 7 and Bent 5 of the Cottonwood Creek bridge and placed drainage pipe at various driveways between CR 134 and the east end of the project.



Design Engineer: JMT
Contractor: Capital Excavation
Construction Observation:
Kyle McCoy, HNTB

Williamson County
Road Bond Program

Project Name: East Wilco Highway (Southeast Loop, Segment 2)
Project No. 24IFB59

Original Contract Price = $64,407,606.63

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
7/17/2024	7/30/2024	8/30/2024	9/12/2024				1345		1345

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	9/12/2024	10/31/2024	50	$4,044,752.86	$4,044,752.86	$449,416.98	$449,416.98	7	4
2	11/1/2024	11/30/2024	30	$3,359,150.02	$7,403,902.88	$373,238.90	$822,655.88	13	6
3	12/1/2024	12/31/2024	31	$4,898,958.06	$12,302,860.94	$544,328.67	$1,366,984.55	21	8
4	1/1/2025	1/31/2025	31	$4,097,979.17	$16,400,840.11	$455,331.02	$1,822,315.57	28	11

2/28/2025 Comments - Capital Excavation completed forming and pouring the concrete for the leveling pads at Retaining Walls 1 and 2. Capital continued working on the columns and caps between Bents 5 and 21 of the Brushy Creek bridge and poured the concrete for the Bent 3 cap on the Cottonwood Creek bridge. Capital placed the rock riprap between Abutment 7 and Bent 5 of the Cottonwood Creek bridge and placed the drainage pipe at various driveways between CR 134 and the east end of the project. The contractor continued placing the MSE panels on Retaining Walls 4 and 5. Capital completed processing the flexible base from CR 404 to FM 1660 and began placing the curb and gutter on eastbound East Wilco Highway at the east end of the project. Subcontractor Ranger Excavation processed the embankment in the over-excavation area between the north end of the Brushy Creek bridge and Cedar Fork Road.

Adjusted Price = $64,407,606.63

Commissioners Court - Regular Session **76.**

Meeting Date: 03/25/2025

Approval of Rifeline Services Agreement to Amend and Extend RFP1812-284 Public Involvement for Infrastructure Projects HNTB/Road and Bridge Department

Submitted For: Joy Simonton **Submitted By:** Theresa Gross, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to authorize the extension of the contract RFP #1812-284 Public Involvement Services Agreement for Infrastructure Projects with Rifeline, LLC., through July 31, 2025, in the not-to-exceed amount of $2,450,000.00 and authorize execution of the Agreement.

Background

The Agreement to Amend and Extend this contract provides for Work Authorization Extensions related to the implementation of Williamson County Infrastructure projects. Funding may be provided from the Road Bond contract, Road Bond Sales as well as other non-Road Bond funding from Road and Bridge Department such as 1.0200.02100.004100 for WA#32 2023 Road Bond projects; WA#33 2019 Road Bond projects; and WA#34 LTP Corridor/Road & Bridge projects. Point of Contact: Bob Daigh. Rifeline, LLC is publicly traded, therefore TEC Form 1295 is not required.

Of note, solicitation #25RFP30 Public Involvement has been released to establish a new contracting path for these services.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement #5

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/20/2025 11:06 AM
County Judge Exec Asst.	Andrea Schiele	03/20/2025 12:37 PM
Purchasing (Originator)	Michael Foster	03/20/2025 02:06 PM
Purchasing (Originator)	Joy Simonton	03/20/2025 02:12 PM
County Judge Exec Asst.	Michael Foster	03/20/2025 02:15 PM
Purchasing (Originator)	Joy Simonton	03/20/2025 02:31 PM
County Judge Exec Asst.	Andrea Schiele	03/20/2025 03:06 PM
Form Started By: Theresa Gross		Started On: 02/13/2025 02:44 PM
Final Approval Date: 03/20/2025		

FIFTH EXTENSION AGREEMENT

County: Williamson County, Texas, a political subdivision of the State of Texas

County's Mailing Address:

710 Main Street
Suite 101
Georgetown, Texas 78626

Firm: Rifeline, LLC, a Texas Limited Liability Company

Firm's Mailing Address:

1949 S. IH-35 Frontage Road, Suite 105
Austin, TX 78741

Agreement Subject of this Extension Agreement

Public Involvement Services Agreement being dated effective March 26, 2019, by and between Firm and County (the "Agreement") attached hereto as Exhibit A.

Agreement to Extend Agreement

In accordance with Section 3 of the Agreement, Firm and County hereby agree to extend the Agreement until the term ending July 31, 2025 ("Extended Term").

Agreement to Amend Maximum Amount Payable

County and Firm hereby agree to amend Section 4.3 of the Agreement as follows: 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 $2,450,000.00 ("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.

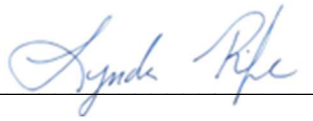
Amendment of Agreement Terms, Covenants and Conditions

To the extent that any terms, covenants or conditions of the Agreement contradict or conflict with the terms of this Extension Agreement, the terms of this Extension Agreement shall control. All other existing terms, covenants and conditions of the Agreement and any prior Extension Agreements shall remain in full force and effect during the Extended Term and any extended term thereafter.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Extension Agreement to be effective as of the date of the last party's execution below.

FIRM:

Rifeline, LLC, a Texas Limited Liability Company

By: 

Printed Name: Lynda Rife

Title: President

Date: March 5, 20 25

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Title: _____

Date: _____ ____, 20_____

APPROVED
By Christen Eschberger at 6:13 pm, Mar 12, 2025

EXHIBIT A

PUBLIC INVOLVEMENT SERVICES AGREEMENT

THIS PUBLIC INVOLVEMENT SERVICES AGREEMENT ("Agreement") between Rifeline, 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 3724 Jefferson St., Unit 114, Austin, TX 78731, and Williamson County, Texas, a political subdivision of the State of Texas (hereinafter "County"), having an address of 100 Wilco Way, Georgetown, TX, 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 twenty-four (24) 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 forty-eight (48) 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 seventy-two (72) 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 $2,000,000.00 ("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:

Principal	$200.00
Sr. Public Involvement Officer	$160.00
Public Involvement Officer	$120.00
Designer/Developer	$100.00
Jr. Public Involvement Officer	$ 75.00
Administrative	$ 50.00
Intern	$ 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.

Provider Name: Rifeline, LLC		
Other Direct Expenses		
Rates shown apply to prime provider and all sub providers		
Services to be Provided	**Unit**	**Cost**
Mileage	mile	Current state rate
Standard Postage	letter	Current postal rate
Certified Letter Return Receipt	each	Current postal rate
Photocopies BW (8.5 x 11)	each	$0.10
Photocopies Color (8.5 x 11)	each	$0.75
Photocopies BW (11 x 17)	each	$0.20
Photocopies Color (11 x 17)	each	$1.00
Color Graphics on Foam Board	square foot	$10.00
Newspaper Advertisement	per publication	$3,000.00
Court Reporter	day	$500.00
Written Translation Services	word	$0.20
Custodian for Public Involvement	hour/custodian	$35.00
Public Involvement Facility Rental	event	$1,000.00
Public Notices - Mass Mailing (500 pieces)	per mailing	$500.00
Public Notices - Mass Mailing with Self Addressed Return Envelope (500 pieces)	per mailing	$750.00
Brochure Printing	each	$2.00
Postcard Printing	each	$0.75
Meeting Signage	per unit	$50.00
Public Involvement Graphic Art	each	$500.00
Video for Public Involvement	each	$2,000.00
Banners	each	$500.00
Promotional Items	each	$3.00
Thumb Drive	each	$5.00

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 IN DEMNITY 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 (including 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.

RIFELINE, LLC

BY: _____

NAME: Lynda Rife

TITLE: President

DATE: March 13, 2019

WILLIAMSON COUNTY, TEXAS

BY: _____

Bill Gravell, Jr.
Williamson County Judge

DATE: March 26, 2019

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:

* Maintain project-specific stakeholder contact database, including but not limited to:
  - Businesses
  - Chambers of Commerce and economic development groups
  - Residents and/or neighborhood associations
  - MUD's
  - Schools
  - Hospitals
  - City or other governmental entity Staff
  - Others as determined appropriate

* Coordinate with the project team regarding project development and construction management, and stakeholder notification needs.

* Prepare and distribute regular project updates to stakeholder contact databases.

* Prepare and distribute project-specific stakeholder information packets in-person, electronically and/or by the U.S. Postal Service mail. Information packets would include but not limited to:
  - Fact sheets
  - FAQ's Mapping exhibits (aerial, where available)
  - Project typical sections

* Provide project update and stakeholder information packet information for inclusion into existing organization newsletters and member communications.

* Develop, in cooperation with County's Public Affairs Manager, project specific website pages to be posted to the County's website, road bond website or specific project site.

* Develop and monitor telephone hotline and email-based project information systems or respond to questions or requests from these sources.

* Develop and make presentation to various organizations (e.g., HOA's, PTA's, etc.) as directed by project team.

* Prepare and conduct public meetings and open houses.

* Prepare and conduct public hearings.

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, Rifeline, LLC ("Firm") on _____ _____, 2019 (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 _____ _____, 2019

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.

RIFELINE, LLC

BY: _____

NAME: Lynda Rife

TITLE: President

DATE: _____, 2019

WILLIAMSON COUNTY, TEXAS

BY: _____

Bill Gravell, Jr.
Williamson County Judge

DATE: _____, 2019

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.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/7/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jen Zachry Ext 1102
SK&P Insurance Services 9600 Great Hills Trl #170E Austin TX 78759	PHONE (A/C, No, Ext): 512-651-1087 FAX (A/C, No): 512-651-3934 E-MAIL ADDRESS: jzachry@skpinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : United States Liability Ins.	25895
INSURER B : Twin City Fire Ins Co	29459
INSURER C : Sentinal Insurance Company LTD	11000
INSURER D :	
INSURER E :	
INSURER F :	

INSURED	
Rifeline, LLC PO Box 341176 Austin TX 78734	RIFEL-1

COVERAGES **CERTIFICATE NUMBER:** 376561918 **REVISION NUMBER:** 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC OTHER:			65SBANZ9209	2/8/2019	2/8/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 2,000,000 $ 10,000 $ EXCLUDED $ 4,000,000 $ 4,000,000 $
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			65SBANZ9209	2/8/2019	2/8/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $			65SBANZ9209	2/8/2019	2/8/2020	EACH OCCURRENCE AGGREGATE $	$ 2,000,000 $ 2,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? (Mandatory in NH) [Y] Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		65WBCAC3H7S	2/10/2019	2/10/2020	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability Retro 2/8/12			SP1023620G	2/8/2019	2/8/2020	Ea Claim Limit Ann'l Agg Deductible	$2,000,000 $2,000,000 $5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Williamson County
100 Wilco Way #P101
Georgetown TX 78626

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Samy Kadah

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PUBLIC INVOLVEMENT SERVICES AGREEMENT

THIS PUBLIC INVOLVEMENT SERVICES AGREEMENT ("Agreement") between Rifeline, 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 3724 Jefferson St., Unit 114, Austin, TX 78731, and Williamson County, Texas, a political subdivision of the State of Texas (hereinafter "County"), having an address of 100 Wilco Way, Georgetown, TX, 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 twenty-four (24) 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 forty-eight (48) 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 seventy-two (72) 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 $2,000,000.00 ("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:

Principal	$200.00
Sr. Public Involvement Officer	$160.00
Public Involvement Officer	$120.00
Designer/Developer	$100.00
Jr. Public Involvement Officer	$ 75.00
Administrative	$ 50.00
Intern	$ 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.

Provider Name: Rifeline, LLC		
Other Direct Expenses		
Rates shown apply to prime provider and all sub providers		
Services to be Provided	**Unit**	**Cost**
Mileage	mile	Current state rate
Standard Postage	letter	Current postal rate
Certified Letter Return Receipt	each	Current postal rate
Photocopies BW (8.5 x 11)	each	$0.10
Photocopies Color (8.5 x 11)	each	$0.75
Photocopies BW (11 x 17)	each	$0.20
Photocopies Color (11 x 17)	each	$1.00
Color Graphics on Foam Board	square foot	$10.00
Newspaper Advertisement	per publication	$3,000.00
Court Reporter	day	$500.00
Written Translation Services	word	$0.20
Custodian for Public Involvement	hour/custodian	$35.00
Public Involvement Facility Rental	event	$1,000.00
Public Notices - Mass Mailing (500 pieces)	per mailing	$500.00
Public Notices - Mass Mailing with Self Addressed Return Envelope (500 pieces)	per mailing	$750.00
Brochure Printing	each	$2.00
Postcard Printing	each	$0.75
Meeting Signage	per unit	$50.00
Public Involvement Graphic Art	each	$500.00
Video for Public Involvement	each	$2,000.00
Banners	each	$500.00
Promotional Items	each	$3.00
Thumb Drive	each	$5.00

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 IN DEMNITY 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 (including 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.

RIFELINE, LLC

BY: _____

NAME: Lynda Rife

TITLE: President

DATE: March 13, 2019

WILLIAMSON COUNTY, TEXAS

BY: _____

Bill Gravell, Jr.
Williamson County Judge

DATE: March 26, 2019

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:

* Maintain project-specific stakeholder contact database, including but not limited to:
  - Businesses
  - Chambers of Commerce and economic development groups
  - Residents and/or neighborhood associations
  - MUD's
  - Schools
  - Hospitals
  - City or other governmental entity Staff
  - Others as determined appropriate

* Coordinate with the project team regarding project development and construction management, and stakeholder notification needs.

* Prepare and distribute regular project updates to stakeholder contact databases.

* Prepare and distribute project-specific stakeholder information packets in-person, electronically and/or by the U.S. Postal Service mail. Information packets would include but not limited to:
  - Fact sheets
  - FAQ's Mapping exhibits (aerial, where available)
  - Project typical sections

* Provide project update and stakeholder information packet information for inclusion into existing organization newsletters and member communications.

* Develop, in cooperation with County's Public Affairs Manager, project specific website pages to be posted to the County's website, road bond website or specific project site.

* Develop and monitor telephone hotline and email-based project information systems or respond to questions or requests from these sources.

* Develop and make presentation to various organizations (e.g., HOA's, PTA's, etc.) as directed by project team.

* Prepare and conduct public meetings and open houses.

* Prepare and conduct public hearings.

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, Rifeline, LLC ("Firm") on _____ _____, 2019 (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 _____ _____, 2019

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.

RIFELINE, LLC

BY: _____

NAME: Lynda Rife

TITLE: President

DATE: _____, 2019

WILLIAMSON COUNTY, TEXAS

BY: _____

Bill Gravell, Jr.
Williamson County Judge

DATE: _____, 2019

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.

Commissioners Court - Regular Session **77.**

Meeting Date: 03/25/2025

Approval of Cobb Fendley Contract Amendment #11 Utility Coordination for RFQ#1811-273 for Infrastructure Projects HNTB/Road and Bridge Department

Submitted For: Joy Simonton **Submitted By:** Theresa Gross, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the Amendment #11 of RFQ#1811-273 for Utility Coordination for the Corridor & Road Bond Programs Infrastructure Projects with Cobb Fendley, through July 31, 2025, and adjust the Compensation Cap from the prior amended amount of $16,316,900.00 to $18,975,000.00 and authorize the execution of the Amendment.

Background

Amendment #11 provides for Work Authorization Extensions related to the implementation of Williamson County Infrastructure projects. Funding Source: WA#32 2023 Road Bond projects; WA#33 2019 Road Bond projects; and WA#34 LTP Corridor/Road & Bridge Projects to include 01.0200.0210.004100. Point of Contact: Marie Walters, HNTB.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Amendment

Agreement

TEC 1295

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/20/2025 11:56 AM
County Judge Exec Asst.	Andrea Schiele	03/20/2025 03:07 PM
Form Started By: Theresa Gross		Started On: 02/13/2025 02:50 PM
Final Approval Date: 03/20/2025		

CONTRACT AMENDMENT NO. 11

TO

WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT:

Utility Coordination for the Corridor & Road Bond Programs ("Project")

THIS CONTRACT AMENDMENT NO. 11 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas (the "County"), and Cobb, Fendley & Associates, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective July 16, 2019 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, County and Engineer executed a Contract Amendment No. 10 dated effective November 21, 2024 wherein County and Engineer amended the "Compensation Cap" under Article 5 of the Contract and the Rate Schedule under Exhibit D of the Contract;

WHEREAS, it has become necessary to amend the Contract; and

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

I. The Compensation Cap under Article 5 of the Contract is hereby increased from the prior amended amount of **$16,316,900.00 to $18,975,000.00.**

II. The Engineer and County hereby agree to extend the Contract for an extended term commencing on the expiration of the current term, being **July 15, 2025,** and continuing until **July 31, 2025**.

III. The hourly rates in the original Exhibit D of the Contract for subconsultant Anderson Infrastructure, LLC, are hereby amended as shown in the attached revised Exhibit D.

To the extent that any terms, covenants or conditions of the Contract contradict or conflict with the terms of this Contract Amendment, the terms of this Contract Amendment shall control. All

other terms of the Contract and any prior amendments thereto which have not been specifically amended herein shall the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:	**COUNTY:**
Cobb, Fendley & Associates, Inc.	**Williamson County, Texas**
By: _ Sandra G Khoury _____	By: _____
Printed Name: Sandra G. Khoury, P.E.	Printed Name: _____
Title: Executive Vice President	Title: _____
Date: March 7, 2025	Date: _____ ____, 20____

APPROVED
By Christen Eschberger at 8:08 am, Mar 11, 2025

Exhibit D

Rate Schedule

EXHIBIT D

RATE SCHEDULE

Cobb, Fendley & Associates, Inc.
Effective October 2024

Senior Project Manager	$291.00/HR
Project Manager	$210.00/HR
Deputy Project Manager	$175.00/HR
Senior Engineer	$241.00/HR
Project Engineer III	$210.00/HR
Project Engineer II	$185.00/HR
Project Engineer I	$155.00/HR
Graduate Engineer II	$145.00/HR
Graduate Engineer I	$130.00/HR
Senior Technician	$179.00/HR
Technician III	$155.00/HR
Technician II	$142.00/HR
Technician I	$117.00/HR
Licensed State Land Surveyor	$291.00/HR
Registered Professional Land Surveyor	$210.00/HR
4 Person Field Services Crew	$235.00/HR
3 Person Field Services Crew	$210.00/HR
2 Person Field Services Crew	$179.00/HR
1 Person Field Services Crew	$148.00/HR
2 Person Hy-Drone Crew	$420.00/HR
2 Person UAV Drone Crew	$291.00/HR
Senior Field Construction Observer	$192.00/HR
Field Construction Observer	$136.00/HR
Senior Utility Specialist	$192.00/HR
Utility Specialist	$155.00/HR
Jr Utility Specialist	$130.00/HR
GIS Manager	$210.00/HR
GIS Analyst	$148.00/HR
Right-of-Way Project Manager	$291.00/HR
Right-of-Way Agent	$173.00/HR
Administrative	$130.00/HR
Clerical	$99.00/HR

Approved 11/21/2024
PSA Amendment #10

EXHIBIT D

RATE SCHEDULE
(continued)

Cobb, Fendley & Associates, Inc.
Effective October 2024

SUBSURFACE UTILITY ENGINEERING

One-Man Designating Crew (4-Hour Minimum)	$136.00/HR
Two-Man Designating Crew (4-Hour Minimum)	$210.00/HR
Vacuum Excavation Truck with 2 Technicians (Vac 3000 & 4000) (4-Hour Minimum)	$365.00/HR
Vacuum Excavation Truck with 2 Technicians (Vac 6000) (4-Hour Minimum)	$390.00/HR
Ground Penetrating Radar with 1 Technician (4-Hour Minimum)	$322.00/HR
Closed Circuit Television (CCTV) with 2 Technicians	$346.00/HR
Traffic Control Officer	At Cost
Traffic Control (Lane Closures, etc.)	At Cost
Permits (Local, State, etc.)	At Cost
Designation & Traffic Control Vehicles	$3.50/Mile
Location Vehicles	$6.50/Mile

REIMBURSABLE EXPENSES

Consultant or Specialty Contractor (Outside Firm)	At Cost
Courier, Special Equipment Rental	At Cost
Mileage (Standard Car or Truck)	IRS Approved Rate
Per Diem for Out of Town Travel (Per Day/Person)	IRS Approved Rate
Title Plant Charges	At Cost
Other Misc. Expenses Related to the Project	At Cost

In-House Reproduction:

- Copies (Up to 11” x 17”) $0.15/Each
- Color Prints (Up to 11” x 17”) $1.50/Each
- Color Prints (Up to 11” x 17”) ..... $3.00/Sq. Ft.
- Bluelines (All Sizes) $1.00/Each
- Bond Prints (All Sizes) $2.00/Each

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

Approved 11/21/2024
PSA Amendment #10

EXHIBIT D

RATE SCHEDULE
(continued)

Hydro Spy, LLC
Effective October 2022

SUBSURFACE UTILITY ENGINEERING (HYDRO-VAC)

Round Trip Mobilization	$1,120.00/day
Pot Hole &Trench Excavations w/ Backfill	$3,820.00/day
Traffic Control Officer	At Cost
Traffic Control (Lane Closures, etc.)	At Cost
Permits (Local, State, etc.)	At Cost

REIMBURSABLE EXPENSES

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

Approved 7/16/2019 PSA

EXHIBIT D

RATE SCHEDULE
(continued)

Clean Harbors Environmental Services, Inc.
Effective October 2022

SUBSURFACE UTILITY ENGINEERING (HYDRO-VAC)

Hydrovac - Tri-Drive with Operator & Helper (4-Hour Minimum)	$215.00/HR
3rd Party Backfill & Restoration (as required)	At Cost
Dump Fee	$140.00/Each
Water	$36.00/LOAD
Traffic Control Officer	At Cost
Traffic Control (Lane Closures, etc.)	At Cost
Permits (Local, State, etc.)	At Cost
Location Vehicles	$6.50/Mile

REIMBURSABLE EXPENSES

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

Approved 7/21/2020
PSA Amendment #1

EXHIBIT D

RATE SCHEDULE
(continued)

Badger Daylighting Corporation
Effective October 2022

SUBSURFACE UTILITY ENGINEERING (HYDRO-VAC)

Badger Hydrovac with Operator (10-hour port to port day)	$2,380.00/DAY
Badger Hydrovac with Operator Overtime (any time over 10-hour day)	$265.00/HR
Additional Operator (remote job or backfill work)	$50.00/HR
Additional Operator Overtime (remote work or backfill work over 10-hours)	$65.00/HR
3rd Party Service (Backfilling) (as required by job)	At Cost
Traffic Control Officer	At Cost
Traffic Control (Lane Closures, etc.)	At Cost
Permits (Local, State, etc.)	At Cost
Location Vehicles	$6.50/Mile

REIMBURSABLE EXPENSES

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

Approved 7/21/2020
PSA Amendment #1

EXHIBIT D

RATE SCHEDULE
(continued)

Underground Services, Inc. (SOFTDIG)
Effective August 2024

SUBSURFACE UTILITY ENGINEERING (HYDRO-VAC)

One to Two-man Designation Crew_QL-B (4-Hour Minimum) (Day)	$215.00/HR
Vacuum Excavation Truck with 2 Technicians_QL-A (4-Hour Minimum) (Day)	$362.00/HR
Two-man Designation CCTV Pipe Inspection (Push) (4-Hour Minimum) (Day)	$250.00/HR
CAD/GIS Mapping	$350.00/HR
Mobilization & Demobilization	$100.00/HR
Pavement Coring/Restoration	$375.00/CORE
Flag Person	$65.00/HR
Traffic Control Officer	At Cost
Traffic Control (Lane Closures, etc.)	At Cost
Permits (Local, State, etc.)	At Cost

REIMBURSABLE EXPENSES

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

Approved 11/21/2024
PSA Amendment #10

EXHIBIT D

RATE SCHEDULE
(continued)

The Rios Group, Inc.
Effective August 2024

Approved 10/5/2022
PSA Amendment #4

SUBSURFACE UTILITY ENGINEERING

Utility Designation/Investigation/Mapping (1,000 LF Minimum)	$1.80/LF
Test Hole 0 Feet - 5Feet	$1,315.00/EA
Test Hole Over 5 Feet to 8 Feet	$1,600.00/EA
Test Hole Over 8 Feet to 13 Feet	$1,995.00/EA
Test Hole Over 13 Feet to 20 Feet	$2,575.00/EA
Test Hole Over 20 Feet	$3,025.00/EA
Pavement Coring	$370.00/EA
Permits (Local, State, etc.)	At Cost
Traffic Control Plans, Signs, Barricades	At Cost
Select Backfill and pavement restoration	At Cost
Vacuum excavation truck mobilization and demobilization	$5.00/mile
Designating and/or other survey vehicle mobilization and demobilization	$2.50/mile
Traffic control vehicle mobilization and demobilization	$2.00/mile
Utility Designating Services without mapping	$1.20/LF
Quality Level C/D SUE	$0.70/LF

HOURLY RATES

One Designating Person with Equipment	$160.00/HR
Two Person Designating Crew with Equipment	$250.00/HR
Three Person Designating Crew with Excavation Vehicle	$335.00/HR
Project Manager	$235.06/HR
Snr. Engineer	$260.13/HR
Project Engineer	$206.85/HR
Utilities Engineer	$173.29/HR
EIT	$120.95/HR
Engineer Technician	$120.66/HR
Engineer Technician JR	$94.02/HR
Senior CADD Operator	$115.96/HR
CADD Operator	$90.89/HR
CADD Operator JR	$68.95/HR
SUE Manager	$142.60/HR
SUE Field Manager	$109.69/HR
Snr. Utilities Coordinator	$203.72/HR
Utilities Coordinator	$137.90/HR
Engineering Specialist	$81.49/HR
Admin/Clerical	$100.29/HR

Approved 8/15/2024
PSA Amendment #9

REIMBURSABLE EXPENSES

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

Approved 10/5/2022
PSA Amendment #4

EXHIBIT D

RATE SCHEDULE
(continued)

McGray & McGray Land Surveyors, Inc.
Effective October 2022

SURVEYING

One Person (1) Field Crew	$120.75/HR
Two Person (2) Field Crew	$173.25/HR
Three Person (3) Field Crew	$204.75/HR
One Person (1) GPS/RTK Crew	$173.25/HR
Two Person (2) GPS/RTK Crew	$231.00/HR
Three Person (3) GPS/RTK Crew	$262.50/HR
Terrestrial LIBAR Scanner	$100/HR
Additional Crew/Rod Person	$47.25/HR
Flagger	$47.25/HR
UAS LiBAR Unit-day rate	$4,500.00
Mobile Mapping Unit-day rate	$9,000.00

REIMBURSABLE EXPENSES

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

Approved 10/5/2022
PSA Amendment #4

EXHIBIT D

RATE SCHEDULE
(continued)

Landmark Surveying, LP
Effective October 2022

SURVEYING

Three Person (3) Field Crew.....$208.00/HR
Two Person (2) Field Crew.....$182.00/HR

REIMBURSABLE EXPENSES

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

Approved 10/5/2022
PSA Amendment #4

EXHIBIT D

RATE SCHEDULE
(continued)

GGE Design and Consulting, LLC
Effective October 2022

UTILITY COORDINATION & ENGINEERING

Project Manager	$193.20/HR
Sr. Project Engineer	$151.20/HR
CAD Technician	$73.50/HR
Sr. CAD Technician	$98.70/HR
Administrative	$52.50/HR

REIMBURSABLE EXPENSES

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

Approved 10/5/2022
PSA Amendment #4

EXHIBIT D

RATE SCHEDULE
(continued)

Balcones Geotechnical
Effective May 2023

ENGINEERING & REPORTING

Principal	$225.00/HR
Senior Geotechnical Engineer	$195.00/HR
Project Engineer	$135.00/HR
Drafter	$75.00/HR
Administrative	$75.00/HR

LABORATORY SOIL TESTING

Atterberg Limits	$75.00/EA
Grain Size Analysis (Includes Percent Passing #200 Sieve)	$70.00/EA
Unconfined Compressive Strength	$75.00/EA
Corrosion Suite (pH, Sol. Chlorides, Sulfates, Box Resistivity)	$450.00/HR

FIELD EXPLORATION

Field Coordination (Staking of Borings, One-Call, Planning)	$75.00/HR
Logger	$75.00/HR
Transportation Cost – Trip Charge	$65.00/Trip
Mobilization (drill rig and support equipment, truck rig)	$550.00/EA
Water Hauling	$175.00/EA
Drilling and Sampling (Soil Boring)	$22.00/FT
Drilling and Sampling (Rock Coring)	$32.00/FT
Backfill Boreholes	$6.00/FT

REIMBURSABLE EXPENSES

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

Approved 5/24/2023
PSA Amendment #5

EXHIBIT D

RATE SCHEDULE
(continued)

V & A Consulting Engineers, Inc.
Effective September 2023

ENGINEERING & REPORTING

Principal	$320.00/HR
Senior Project Manager	$280.0/HR
Project Engineer	$214.00/HR
Graduate Engineer	$155.00/HR
Administrative	$95.00/HR

OTHER DIRECT EXPENSES

Mileage (Standard Car or Truck)	IRS Approved Rate
Soil Sample Analysis	At Cost
Soil Sample Shipping	At Cost

REIMBURSABLE EXPENSES

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

Approved 9/20/2023
PSA Amendment #6

EXHIBIT D

RATE SCHEDULE
(continued)

Texas Utility Coordination, LLC
Effective May 2024

UTILITY COORDINATION & FIELD INSPECTION SERVICES

Utility Coordinator.....$201.92/HR
Utility Inspector $132.39/HR

REIMBURSABLE EXPENSES

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

Approved 6/7/2024
PSA Amendment #8

EXHIBIT D

RATE SCHEDULE
(continued)

Anderson Infrastructure, LLC
Effective August 2024

Personnel work categories
Approved 9/20/2023
PSA Amendment #6

UTILITY COORDINATION & FIELD INVESTIGATIVE SERVICES

Sr. Technical Advisor $246.89/HR
Project/Utility Engineer .....$197.00/HR NEW
Utility Coordinator $110.00/HR

SUBSURFACE UTILITY ENGINEERING

Underground/Overhead utilities when poles note survey (QL-D) $0.55/LF
Overhead Utilities when poles surveyed (QL-C)..... $0.75/LF
Designated Utilities (QL-B)..... $1.75/LF
Test Holes (QL-A)

- 0-5 Feet $1,300.00/EA
- 5-8 Feet $1,500/EA
- 8-13 Feet $1,900.00/EA
- Coring $400/Core

2 Person Designation Crew with Equipment $150.00/HR
2 Person Vacuum Excavation Crew with Equipment $360.00/HR

REIMBURSABLE EXPENSES

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

Approved 8/15/2024
PSA Amendment #8

EXHIBIT D

RATE SCHEDULE
(continued)

Lonestar Program Controls Group (LPCG)
Effective September 2023

UTILITY COORDINATION & FIELD INSPECTION SERVICES

Project Controls Manager $222.89/HR
Utility Coordinator.....$201.92/HR
Utility Inspector $132.39/HR

REIMBURSABLE EXPENSES

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

Approved 9/20/2023
PSA Amendment #6

EXHIBIT D

RATE SCHEDULE
(continued)

AEPARMIA ENGINEERING, PLLC
Effective September 2023

UTILITY COORDINATION, ENGINEERING & DESIGN SERVICES

Principal	$220.00/HR
Project Manager	$180.00/HR
Professional Engineer	$150.00/HR
Project Coordinator	$130.00/HR
Engineer in Training	$120.00/HR
3D CAD Designer	$110.00/HR
Utilities Specialist II	$90.00/HR
Utilities Coordinator II	$85.00/HR
Utilities Specialist I	$80.00/HR
Utilities Coordinator I	$75.00/HR
GIS Technician	$70.00/HR
Engineering Intern	$70.00/HR
Administrative	$70.00/HR

REIMBURSABLE EXPENSES

Consultant or Specialty Contractor (Outside Firm)	At Cost
Mileage (Standard Car or Truck)	IRS Approved Rate
Other Misc. Expenses Related to the Project	At Cost

In-House Reproduction:

- Black & White Prints (Up to 11” x 17”) $0.30/Each
- Color Prints (Up to 11” x 17”) $0.90/Each
- Black Line Plots (Large Format) $1.80/Each
- Full Color Plots (Large Format) $10.00/Each

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

Approved 9/20/2023
PSA Amendment #6

EXHIBIT D

RATE SCHEDULE
(continued)

SURVWEST
Effective September 2023

SURVEY SERVICES
Office & Field Staff Rates

Survey Division Manager	$260.00/HR
Survey Director	$229.00/HR
Survey Project Manager IV	$215.00/HR
Survey Project Manager III	$205.00/HR
Survey Project Manager II	$190.00/HR
Survey Project Manager I	$177.00/HR
Surveyor II	$162.00/HR
Surveyor I	$152.00/HR
CAD Manager	$165.00/HR
Senior CAD Technician	$149.00/HR
CAD Technician IV	$129.00/HR
CAD Technician III	$124.00/HR
CAD Technician II	$117.00/HR
CAD Technician I	$104.00/HR
Survey Field Technician	$90.00/HR
2-Person Survey Crew	$215.00/HR
1-Person Survey Crew	$130.00/HR
Survey Crew Travel Rate (Transit Time)	$95.00/HR
Abstractor	$116.00/HR
Administrative Assistant	$93.00/HR

Material and Equipment Reimbursable Expenses

Mileage Survey Vehicle (4x4 Truck)	IRS Approved Rate
LiDAR Equipment (UAS, Drone, etc.)	$155.00/Day
Mobile/Terrestial Laser Scanner (Ground or Vehicle Mounted)	$105.00/Day
Survey Materials & Supplies	At Cost
Plotting, Printing, Binding Materials	At Cost
Overnight and Courier Fees	At Cost

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

Approved 9/20/2023
PSA Amendment #6

EXHIBIT D

RATE SCHEDULE
(continued)

SURVWEST
Effective September 2023

SUBSURFACE UTILITY ENGINEERING SERVICES

Office Staff Rates

SUE Division Manager	$260.00/HR
SUE Engineering Director	$229.00/HR
SUE Project Manager IV	$215.00/HR
SUE Project Manager III	$205.00/HR
SUE Project Manager II	$193.00/HR
SUE Project Manager I	$177.00/HR
EIT III	$161.00/HR
EIT II	$155.00/HR
EIT I	$145.00/HR
Senior CAD Technician	$149.00/HR
CAD Technician IV	$129.00/HR
CAD Technician III	$119.00/HR
CAD Technician II	$113.00/HR
CAD Technician I	$99.00/HR
Senior Utility Coordinator/Specialist	$174.00/HR
Utility Coordinator/Specialist	$159.00/HR
Administrative Assistant	$93.00/HR

Field Staff Rates

SUE Field Manager	$174.00/HR
SUE Field Supervisor	$159.00/HR
Senior Designating/Field Technician	$126.00/HR
Junior Designating/Field Technician	$106.00/HR
Senior Vac Technician	$96.00/HR
Junior Vac Technician	$86.00/HR
Utility Field Inspector	$93.00/HR

Mobilization/Demobilization and Equipment Rates

Designating Equipment	$50.00/HR
Vac Truck	$125.00/HR
GPR Equipment	$75.00/HR
Pole/Push Camera	$50.00/HR
Robotic Camera	$150.00/Day
SUE Materials & Supplies	At Cost

Approved 9/20/2023
PSA Amendment #6

EXHIBIT D

RATE SCHEDULE
(continued)

SURVWEST
Effective September 2023

Vendor Rates
Traffic Control (Plans and Traffic Control) ..... At Cost

Test Hole Rate Sheet
"In Pavement" Test Holes
0 ft to 6 ft $1,300.00/Each
6 ft to 8 ft $1,500.00/Each
8 ft to 10 ft..... $1,700.00/Each
10 ft to 12 ft..... $1,950.00/Each
12 ft to 15 ft..... $2,200.00/Each
Greater than 15 ft $300.00/HR

"Outside Pavement" Test Holes
0 ft to 6 ft $1,100.00/Each
6 ft to 8 ft $1,300.00/Each
8 ft to 10 ft..... $1,500.00/Each
10 ft to 12 ft..... $1,750.00/Each
12 ft to 15 ft..... $2,000.00/Each
Greater than 15 ft $300.00/HR

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

Approved 9/20/2023
PSA Amendment #6

EXHIBIT D

RATE SCHEDULE
(continued)

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

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

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

JUL 01 2019
PSI

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: Cobb, Fendley & Associates, Inc ("Engineer")
ADDRESS: 505 East Huntland Drive, Suite 100 Austin, Texas 78752
PROJECT: Utility Coordination for Corridor & Road Bond Programs ("Project")

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

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

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

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

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

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
C. National Environmental Policy Act (NEPA)
D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Williamson County Design Criteria & Project Development Manual, latest edition
I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Williamson County Protocol for Sustainable Roadsides, latest edition
K. TxDOT Bridge Design Manual - LRFD, latest edition
L. TxDOT Geotechnical Manual, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification

enclosed herewith as **Exhibit A**.

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

ARTICLE 3
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. This Contract will have an initial term of three (3) years 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 Contract, by mutual agreement of both parties, as it deems to be in the best interest of the County. Any extension of this Contract will be in one (1) year increments for up to an additional three (3) total years, with the terms and conditions remaining the same. The total period of this Contract, including all extension, will not exceed a maximum combined period of six (6) years.

B. Work Authorizations. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **Three Million Dollars ($3,000,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual

costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

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

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to Prime Strategies, Inc., County's Road Bond Program Manager, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the County Auditor in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to

County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or

D. The invoice is not mailed to the County Auditor in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County,

to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

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

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

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

Engineer's Designated Representative for purposes of this Contract is as follows:

Cobb, Fendley & Associates, Inc.
Attn: Sandra G. Khoury, P.E.
505 East Huntland Drive, Suite 100
Austin, Texas 78752

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's

Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

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

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

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

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

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

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

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

ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or

occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

A. By mutual agreement and consent, in writing, of both parties.

B. By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.

C. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

D. By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.

E. By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount

charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

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

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

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

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED

TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

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

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

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

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of $500,000.00 per occurrence and $1,000,000.00 in the aggregate.
4. Professional Liability Errors and Omissions Insurance in the amount of $2,000,000.00 per claim.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees

that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $50,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract 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 Engineer hereunder.

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

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

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

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

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

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

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

   Williamson County Purchasing Department
   901 S Austin Ave
   Georgetown, Texas 78626

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

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

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

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

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

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer 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 Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

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

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

and to: HNTB
101 East Old Settlers Boulevard, Suite 100
Round Rock, TX 78664
Attn: Richard Ridings, P.E.

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

Engineer: **Cobb, Fendley & Associates, Inc.**
Attn: Sandra G. Khoury, P.E.
505 East Huntland Drive, Suite 100
Austin, Texas 78752

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

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

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

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

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

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

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

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, 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.

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

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

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

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

O. Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer understands and agrees that County's payment of amounts under this Contract 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 Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, 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. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

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

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

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

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

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

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

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

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

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

COUNTY

WILLIAMSON COUNTY, TEXAS

By: Bill Gravell
Bill Gravell Jr., County Judge

Date: July 16, 2019

ENGINEER

Cobb, Fendley & Associates, Inc.

By _____

Printed Name: Sandra G. Khoury, P.E.

Title: Vice President

Date: June 28, 2019

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A**	Debarment Certification
(2) **Exhibit B**	Engineering Services
(3) **Exhibit C**	Work Authorization
(4) **Exhibit D**	Rate Schedule
(5) **Exhibit E**	Williamson County Vendor Reimbursement Policy
(6) **Exhibit F**	Certificates of Insurance

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

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

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

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

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

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

Cobb, Fendley & Associates, Inc.
Name of Firm

Signature of Certifying Official

Sandra G. Khoury, P.E.
Printed Name of Certifying Official

Vice President
Title of Certifying Official

July 1, 2019
Date

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

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Sandra G. Khoury, PE the 1st of July, 2019, on behalf of said firm.

Megan Lesher

Notary Public in and for the
State of Texas

My commission expires: 10/16/2019

MEGAN LESHER
Notary Public, State of Texas
Comm. Expires 10-16-2019
Notary ID 130405364

EXHIBIT B

ENGINEERING SERVICES

SCOPE OF SERVICES

Scope of Services provided by Cobb, Fendley & Associates, Inc. (the ***Utility Coordinator)***, involves utility coordination / relocation services in Williamson County, Texas, (the County) as described below:

This scope includes the following major tasks:

1. UTILITY PROGRAM MANAGEMENT
2. PROJECT MANAGEMENT AND COORDINATION
3. UTILITY ADJUSTMENT COORDINATION
4. SUBSURFACE UTILITY ENGINEERING (SUE)
5. UTILITY ENGINEERING
6. UTILITY DESIGN
7. UTILITY CONSTRUCTION OBSERVATION
8. UTILITY PLANNING & RESEARCH
9. FIELD SURVEYING
10. RIGHT-OF-WAY (ROW) COORDINATION

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization 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 Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
[Insert Company Name HERE]	Williamson County, Texas
By:_____	By:_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

Cobb, Fendley & Associates, Inc.
Effective June 2019

Senior Project Manager	$235.00/HR
Senior Engineer	$195.00/HR
Project Engineer III	$170.00/HR
Project Engineer II	$150.00/HR
Project Engineer I	$125.00/HR
Senior Technician	$145.00/HR
Technician III	$125.00/HR
Technician II	$115.00/HR
Technician I	$95.00/HR
Licensed State Land Surveyor	$235.00/HR
Registered Professional Land Surveyor	$170.00/HR
4 Person Field Services Crew	$190.00/HR
3 Person Field Services Crew	$170.00/HR
2 Person Field Services Crew	$145.00/HR
1 Person Field Services Crew	$120.00/HR
2 Person Hy-Drone Crew	$340.00/HR
2 Person UAV Drone Crew	$235.00/HR
Senior Field Construction Observer	$155.00/HR
Field Construction Observer	$110.00/HR
Senior Utility Specialist	$155.00/HR
Utility Specialist	$125.00/HR
GIS Manager	$170.00/HR
GIS Analyst	$120.00/HR
Right-of-Way Project Manager	$235.00/HR
Right-of-Way Agent	$140.00/HR
Administrative	$105.00/HR
Clerical	$80.00/HR

SUBSURFACE UTILITY ENGINEERING

One-Man Designating Crew (4-Hour Minimum)	$110.00/HR
Two-Man Designating Crew (4-Hour Minimum)	$170.00/HR
Vacuum Excavation Truck with 2 Technicians (Vac 3000 & 4000) (4-Hour Min.)	$295.00/HR
Vacuum Excavation Truck with 2 Technicians (Vac 6000) (4-Hour Minimum)	$315.00/HR
Ground Penetrating Radar with 1 Technician (4-Hour Minimum)	$260.00/HR
Closed Circuit Television (CCTV) with 2 Technicians	$280.00/HR
Traffic Control Officer	At Cost
Traffic Control (Lane Closures, etc.)	At Cost
Permits (Local, State, etc.)	At Cost

EXHIBIT D

RATE SCHEDULE
(continued)

Cobb, Fendley & Associates, Inc.
Effective June 2019

SUBSURFACE UTILITY ENGINEERING *(continued)*

Designation & Traffic Control Vehicles	$3.50/Mile
Location Vehicles	$6.50/Mile

REIMBURSABLE EXPENSES

Courier, Special Equipment Rental	At Cost
Mileage (Standard Car or Truck)	IRS Approved Rate
Title Plant Charges	At Cost
Other Misc. Expenses Related to the Project	At Cost
Outside Reproduction:	At Cost

In-House Reproduction:

- Copies (Up to 11" x 17") $0.15/Each
- Color Prints (Up to 11" x 17") $1.50/Each
- Color Prints (Larger than 11" x 17") ..... $3.00/Sq. Ft.
- Bluelines (All Sizes) $1.00/Each
- Bond Prints (All Sizes) $2.00/Each

Out of town travel reimbursement (meals, lodging, car rental, airfare, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

EXHIBIT D

RATE SCHEDULE
(continued)

Hydro Spy, LLC
Effective June 2019

SUBSURFACE UTILITY ENGINEERING (HYDRO-VAC)

Round Trip Mobilization	$1,120.00/day
Pot Hole & Trench Excavations w/Backfill	$3,820.00/day

REIMBURSABLE EXPENSES

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

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

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

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

EXHIBIT E

Williamson County
Vendor Reimbursement Policy

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

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

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)

7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

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

9. Repayment of Nonreimbursable Expense.

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

10. Non-Reimbursable Expenses

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

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental

10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Community outreach items exceeding $2 per item
10.27 Technology Fees
10.28 Sales tax on goods purchased
10.29 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT F

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

Client#: 153896 COBBFEND

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/28/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Shelly Brandman/Michelle Weweh	
USI Southwest 9811 Katy Freeway, Suite 500 Houston, TX 77024 713 490-4600	PHONE (A/C, No, Ext): 713 490-4600	FAX (A/C, No):
	E-MAIL ADDRESS: shelly.brandman@usi.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Fire Insurance Co. of Hartford	20478
INSURER B : Travelers Property Cas. Co. of America	25674
INSURER C : Valley Forge Insurance Company	20508
INSURER D : Berkley Insurance Company	32603
INSURER E : Continental Casualty Company	20443
INSURER F :	

INSURED
Cobb, Fendley & Associates, Inc.
13430 Northwest Frwy, Suite 1100
Houston, TX 77040

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			6072140890	07/10/2019	07/10/2020	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$150,000
							MED EXP (Any one person)	$15,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
E	AUTOMOBILE LIABILITY			6072140873	07/10/2019	07/10/2020	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			ZUP21P2880019NF	07/10/2019	07/10/2020	EACH OCCURRENCE	$12,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$12,000,000
	DED X RETENTION $10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			6072140842	07/10/2019	07/10/2020	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000
D	Professional Liability			AEC903029404	07/10/2019	07/10/2020	$5,000,000 Per Claim $5,000,000 Annl Agg	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability and Automobile Liability policies includes an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured.

The General Liability and Automobile Liability policies contain a special endorsement with "Primary and
(See Attached Descriptions)

CERTIFICATE HOLDER

Williamson County
Attn: Purchasing Department
901 South Austin Avenue
Georgetown, TX 78626

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Client#: 153896 COBBFEND

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/24/2019

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PRODUCER	CONTACT NAME: Shelly Brandman/Michelle Weweh
USI Southwest 9811 Katy Freeway, Suite 500 Houston, TX 77024 713 490-4600	PHONE (A/C, No, Ext): 713 490-4600 FAX (A/C, No): 713 490-4700 E-MAIL ADDRESS: usi.certrequest@usi.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Cobb, Fendley & Associates, Inc. 13430 Northwest Frwy Ste 1100 Houston, TX 77040	INSURER A : National Fire Insurance Co. of Hartford	20478
	INSURER B : Continental Insurance Co. of NJ	42625
	INSURER C : Valley Forge Insurance Company	20508
	INSURER D : Berkley Insurance Company	32603
	INSURER E : Continental Casualty Company	20443
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			6072140890	07/10/2018	07/10/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 $15,000 $1,000,000 $2,000,000 $2,000,000
E	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			6072140873	07/10/2018	07/10/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10,000			6072140839	07/10/2018	07/10/2019	EACH OCCURRENCE AGGREGATE	$12,000,000 $12,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		6072140842	07/10/2018	07/10/2019	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
D	Professional Liability			AEC902141903	07/10/2018	07/10/2019	$5,000,000 Per Claim $5,000,000 Annl Aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability and Automobile Liability policies includes an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured.

The General Liability and Automobile Liability policies contain a special endorsement with "Primary and (See Attached Descriptions)

CERTIFICATE HOLDER

Williamson County
Attn: Purchasing Department
901 South Austin Avenue
Georgetown, TX 78626

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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DESCRIPTIONS (Continued from Page 1)

Noncontributory" wording.

The General Liability, Automobile, Workers Compensation, and Professional Liability policies provide a Blanket Waiver of Subrogation when required by written contract.

The General Liability, Automobile, Workers Compensation, Umbrella Liability, and Professional Liability policies include an endorsement providing that 30 days notice of cancellation for reasons other than nonpayment of premium and 10 days notice of cancellation for nonpayment of premium will be given to the Certificate Holder by the Insurance Carrier.

The Umbrella Liability policy follows form.

RE: Professional Engineering Services; Utility Coordination for Corridor & Road Bond Programs; 2013 Road Bond Program (011817).
Additional Insured includes: Williamson County, its directors, officers and employees.

CNA

CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

   A. in the performance of your ongoing operations subject to such **written contract**; or

   B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

      1. the **written contract** requires you to provide the additional insured such coverage; and

      2. this **coverage part** provides such coverage.

II. But if the **written contract** requires:

   A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

   B. additional insured coverage with "arising out of" language; or

   C. additional insured coverage to the greatest extent permissible by law;

   then paragraph **I.** above is deleted in its entirety and replaced by the following:

   WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

   A. coverage broader than required by the **written contract**; or

   B. a higher limit of insurance than required by the **written contract**.

IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:

   A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

      1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

      2. supervisory, inspection, architectural or engineering activities; or

   B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS,** the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

Nat'l Fire Ins Co of Hartford
Insured Name: COBB, FENDLEY & ASSOCIATES, INC.

Policy No: 6072140890
Endorsement No: 7
Effective Date: 07/10/2018

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Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

A. is currently in effect or becomes effective during the term of this policy; and

B. was executed prior to:

1. the **bodily injury** or **property damage**; or
2. the offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

a. **Bodily injury**, **property damage** or **personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or

b. **Bodily injury** or **property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

I. **Trade Show Event Lessor**

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** caused by:

a. the **Named Insured's** acts or omissions; or

b. the acts or omissions of those acting on the **Named Insured's** behalf,

in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. ADDITIONAL INSURED – EXTENDED COVERAGE

When an additional insured is added by this or any other endorsement attached to this **Coverage Part**, **WHO IS AN INSURED** is amended to make the following natural persons **Insureds**.

If the additional insured is:

a. An individual, then his or her **spouse** is an **Insured**;

b. A partnership or joint venture, then its partners, members and their **spouses** are **Insureds**;

c. A limited liability company, then its members and managers are **Insureds**; or

d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are **Insureds**;

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by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

C. This **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

22. PROPERTY DAMAGE – ELEVATORS

A. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3)**, **(4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

WHO IS INSURED is amended to include as **Insureds** natural persons who are retired partners, members, directors or employees, but only for **bodily injury**, **property damage** or **personal and advertising injury** that results from services performed for the **Named Insured** under the **Named Insured's** direct supervision. All limitations that apply to **employees** and **volunteer workers** also apply to anyone qualifying as an **Insured** under this Provision.

24. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

A. Paragraph **1.b.** is amended to delete the $250 limit shown for the cost of bail bonds and replace it with a $5,000. limit; and

B. Paragraph **1.d.** is amended to delete the limit of $250 shown for daily loss of earnings and replace it with a $1,000. limit.

25. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

26. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or

2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

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1. is in effect or becomes effective during the term of this **Coverage Part**; and

2. was executed prior to the **bodily injury**, **property damage** or **personal and advertising injury** giving rise to the **claim**.

27. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury**, **property damage**, or **personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor

2. **Bodily injury** or **property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

B. Condition **4. Other Insurance** is amended to add the following subparagraph **4.b.(1)(c)**:

This insurance is excess over:

(c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

C. DEFINITIONS is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and

2. the common areas and structures appurtenant to the structures in paragraph **1.** (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.

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provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

(a) any partnership, limited liability company or joint venture; or

(b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or

B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph **3.** above, this insurance does not apply to:

   a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor

   b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

8. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

Insured Contract means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** you with permission of the owner is not an **insured contract**;

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

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(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, executors, heirs, legal representatives, administrators, trustees, beneficiaries and **spouses** of any natural person **Insured** or living trust shall also be insured under this policy; provided, however, coverage is afforded to such estates, executors, heirs, legal representatives, administrators, trustees, beneficiaries and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided, however, that the **spouse** of a natural person **Named Insured**, and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES**, **Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION

A. A separate Location General Aggregate Limit, equal to the amount of the General Aggregate Limit, is the most the Insurer will pay for the sum of:

1. All **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and

2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that location. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Location General Aggregate Limit of any other location.

B. All:

1. **Damages** under **Coverage B**, regardless of the number of locations involved;

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2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single location, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and

3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single location,

will reduce the General Aggregate Limit shown in the Declarations.

C. For the purpose of this **GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION** Provision, "location" means:

1. a premises the **Named Insured** owns or rents; or

2. a premises not owned or rented by any **Named Insured** at which the **Named Insured** is performing operations pursuant to a contract or written agreement. If operations at such a location have been discontinued and then restarted, or if the authorized parties deviate from plans, blueprints, designs, specifications or timetables, the location will still be deemed to be the same location.

For the purpose of determining the applicable aggregate limit of insurance, premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single location.

D. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Location General Aggregate Limit or the General Aggregate Limit, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular location.

E. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**, regardless of the number of locations involved, will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations.

F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this **GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION** Provision shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

A. Under **COVERAGES**, **Coverage A – Bodily Injury And Property Damage Liability**, the **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:

b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

(1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.

(2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Cobb Fendley & Associates, Inc.

Endorsement Effective Date: 07/10/2018

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION THAT THE NAMED INSURED IS OBLIGATED TO PROVIDE INSURANCE WHERE REQUIRED BY A WRITTEN CONTRACT OR AGREEMENT IS AN INSURED, BUT ONLY WITH RESPECT TO LEGAL RESPONSIBILITY FOR ACTS OR OMISSIONS OF A PERSON OR ORGANIZATION FOR WHOM LIABILITY COVERAGE IS AFFORDED UNDER THIS POLICY.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Cobb Fendley & Associates, Inc.

Endorsement Effective Date: 7/10/2018

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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NOTICE OF CANCELLATION OR MATERIAL CHANGE – DESIGNATED PERSON OR ORGANIZATION

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

In the event of cancellation or material change that reduces or restricts the insurance provided by this Coverage Form, we agree to send prior notice of cancellation or material change to the person or organization scheduled below at the address scheduled below. This endorsement does not amend our obligation to notify the Named Insured of cancellation as described in the Common Policy Conditions or in another endorsement attached to this policy.

SCHEDULE

1. **Number of days advance notice:**

   10 Days if we cancel for non-payment of premium.

   30 Days if the policy is cancelled for any other reason, or if coverage is restricted or reduced by endorsement.

2. **Person or Organization's Name and Address**

Name:	'PER SCHEDULE ON FILE'
Attention:	
Street Address:	'PER SCHEDULE ON FILE'
City, State, ZIP:	
e-mail address:	

All other terms and conditions of the Policy remain unchanged.

Policy No: 6072140873
Endorsement No:
Effective Date: 07/10/2018

Insured Name: Cobby Fendley & Associates, Inc.

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TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver

   Name of person or organization

   ☒ Blanket Waiver

   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: All Texas Operations

3. Premium:

   The premium charge for this endorsement shall be 2% percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: Refer to Schedule of Operations

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

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TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

In the event of cancellation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

1. Number of days advance notice: 30

2. Notice will be mailed to: "PER SCHEDULE ON FILE"

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)
Endorsement Effective: 7/10/2018 Policy No. WC6072140842 Endorsement No.
Insured: Cobb Fendley & Associates, Inc. Premium $

Insurance Company Countersigned by _____

AMENDMENT TO NAMED INSURED

This endorsement modifies insurance provided under the following:

PARAMOUNT EXCESS AND UMBRELLA LIABILITY POLICY

It is understood and agreed that:

1. The section entitled WHO IS AN INSURED is amended as follows:

   a. Paragraph **A.** is deleted and replaced by the following:

      A. With respect to Coverage A – Excess Follow Form Liability:

      (1) Any person or organization that is a Named Insured under the provisions of **underlying insurance** shall be considered a **Named Insured** under Coverage A Excess Follow Form Liability;

      (2) Any person or organization included as an insured under the provisions of **underlying insurance** is an **Insured** under Coverage A – Excess Follow Form Liability;

      but only for the same coverage, except for limits of insurance, afforded under such **underlying insurance**.

   a. Paragraph **B.** is amended to add the following as **Named Insureds** under Coverage B – Umbrella Liability:

      Entities that are named insureds under the provisions of **underlying insurance**, but only while a **Named Insured** has management control over the entity during the **policy period**, subject to the following:

      (1) the coverage provided by this insurance to such an entity does not apply to:

      (a) **bodily injury** or **property damage** that occurred; or

      (b) **personal and advertising injury** caused by an **incident** first committed;

      before a **Named Insured** has management control or after a **Named Insured** ceases to have management control; and

      (1) no person or organization is a **Named Insured**:

      (a) with respect to the conduct of any current, past or newly formed partnership, limited liability company or joint venture that is not covered by this endorsement as a **Named Insured**; or

      (b) if the person or organization is excluded by another endorsement attached to this policy.

      For the purpose of this provision, management control means a **Named Insured**:

      - has more than 50% ownership interest in the entity, directly or indirectly; or
      - exercises management or financial control over the entity.

   a. Paragraph **C.** is deleted and replaced by the following:

      C. With respect to Coverage C – Crisis Event Management and Coverage D – Key Employee, any entity that qualifies as a **Named Insured** under Coverage A or Coverage B also qualifies as a **Named Insured** under Coverage C and Coverage D.

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2. The section entitled **DEFINITIONS** is amended to delete the definition of **Named Insured** and replace it with the following:

   Named Insured means the persons or organizations named as such in the Declarations, and any other organization qualifying as a **Named Insured** in the Section entitled WHO IS AN INSURED.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

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Assignment of interest under this policy shall not bind the Insurer unless its consent is endorsed hereon.

V. **Unintentional Omission**

Based on Insurer's reliance on the **Named Insured's** representations as to existing hazards, if the **Named Insured** should unintentionally fail to disclose all such hazards at the effective date of this Policy, the Insurer will not deny coverage under this Policy because of such failure.

W. **Waiver of Rights of Recovery**

The Insurer waives any right of recovery it may have against any person or organization because of payments the Insurer makes under this Policy if the **Named Insured** has agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

1. is in effect or becomes effective during the **policy period**; and
2. was executed prior to loss.

VII. DEFINITIONS

For purposes of this Policy, words in bold face type, whether expressed in the singular or the plural, have the meaning set forth below.

Advertisement means a notice that is broadcast or published to the general public or specific market segments about the **Named Insured's** goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

A. notices that are published include material placed on the Internet or on similar electronic means of communication; and

B. regarding web-sites, only that part of a web-site that is about the **Named Insured's** goods, products or services for the purposes of attracting customers or supporters is considered an **advertisement**.

Aircraft means any machine or device that is capable of atmospheric flight.

Arbitration proceeding means a formal alternative dispute resolution proceeding or administrative hearing to which an **Insured** is required to submit by statute or court rule or to which an **Insured** has submitted with the Insurer's consent.

Asbestos means the mineral in any form whether or not the asbestos was at any time airborne as a fiber, particle or dust, contained in or formed a part of a product, structure or other real or personal property, carried on clothing, inhaled or ingested, or transmitted by any other means.

Authorized Insured means any **executive officer**, member of the **Named Insured's** risk management or in-house general counsel's office, or any **employee** authorized by the **Named Insured** to give or receive notice of a **claim**.

Auto means:

A. a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

B. any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, **auto** does not include **mobile equipment**.

Bodily injury means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the bodily injury, sickness or disease.

Claim means a:

A. **suit**; or

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House Bill 89 Verification Form

Prohibition on Contracts with Companies Boycotting Israel

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and
2) will not boycott Israel during the term of the contract

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, (authorized official) Sandra G. Khoury, P.E., do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

1) does not boycott Israel currently; and
2) will not boycott Israel during the term of the contract; and
3) is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Cobb, Fendley & Associates, Inc.

Company Name

Sandra G Khoury

Signature of Authorized Official

Vice President — July 1, 2019

Title of Authorized Official — Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2019-512259

Date Filed:
07/02/2019

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Cobb, Fendley & Associates, Inc.
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Williamson County, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RFQ 1811-273
Utility Coordination for Corridor & Road Bond Programs Professional Engineering Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Warth, Dan	Houston, TX United States	X	
Silver, Monica	Houston, TX United States	X	
Bostwick, John	Houston, TX United States	X	
Conger, Dale	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Ami Goudie, and my date of birth is 05/07/1974.

My address is 13430 Northwest Freeway, Suite 1100 (street), Houston (city), TX (state), 77040 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 2nd day of July (month), 2019 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1278475

Date Filed:
03/06/2025

Date Acknowledged:
03/11/2025

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Cobb, Fendley & Associates, Inc.
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFQ #1811-273
Utility Coordination

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Silver, Monica	Houston, TX United States	X	
Warth, Dan	Austin, TX United States	X	
Eastland, Charles	Houston, TX United States	X	
Scurry, Floyd	Houston, TX United States	X	
Ram, Vineeta	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1278475

Date Filed:
03/06/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Cobb, Fendley & Associates, Inc.
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFQ #1811-273
Utility Coordination

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Silver, Monica	Houston, TX United States	X	
Warth, Dan	Austin, TX United States	X	
Eastland, Charles	Houston, TX United States	X	
Scurry, Floyd	Houston, TX United States	X	
Ram, Vineeta	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is [redacted], and my date of birth is [redacted].

My address is [redacted], Texas [redacted] USA.

[redacted]

Harris [redacted] Texas [redacted] 6th [redacted] March [redacted] 25.

Signature of authorized agent of contracting business entity

Commissioners Court - Regular Session **78.**

Meeting Date: 03/25/2025

Awarding of IFB #25IFB23 Crack Sealer to Maxwell Products, Inc. for Road and Bridge Department

Submitted For: Joy Simonton **Submitted By:** Fernando Ramirez, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on awarding IFB #25IFB23 Crack Sealer to Maxwell Products, Inc. based on the lowest and best bid for a particular location or type of material.

Background

Williamson County sent out over one thousand five hundred (1,500) notifications to suppliers with forty-one (41) document takers and received five (5) vendor submissions. After reviewing, the Road and Bridge Department is recommending award to Maxwell Products, Inc. based on the lowest best bid for a particular location or type of material. No Ensuing Agreement required, as this is for goods only. The bid submission from Greenville Enterprise LLC will be rejected due to a typographical pricing error. Origination ticket #1918, the funding source is 01.0200.0210.003550 and the department's point of contact is Kelly Murphy.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bid Submission - Maxwell Products

Bid Tabulation - All submittals

Recommendation Letter

Form 1295 - Maxwell Products Inc

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/19/2025 09:07 PM
County Judge Exec Asst.	Andrea Schiele	03/19/2025 10:34 PM
Form Started By: Fernando Ramirez		Started On: 03/03/2025 03:57 PM
Final Approval Date: 03/19/2025		

Maxwell Products Inc

Company Name Here

Bid Items and Estimate of Quantities

Item #	Description	Estimated Quantity	Pounds per Box	Price per Box
1	Rubber-Asphalt Crack Sealer (TxDOT Item 300.2.9 Table 16)	60,000 lbs	29	$15.80
2	Polyflex Type 3*	300,000 lbs	31	$16.12

* or equivalent

SuperSealing USA / Adventus Material Strategies

Bid Items and Estimate of Quantities

Item #	Description	Estimated Quantity	Pounds per Box	Price per Box
1	Rubber-Asphalt Crack Sealer (TxDOT Item 300.2.9 Table 16)	60,000 lbs		
2	Polyflex Type 3*	300,000 lbs	**25**	**$18.88**

* or equivalent

Maxwell Products Inc

Bid Items and Estimate of Quantities

Item #	Description	Estimated Quantity	Pounds per Box	Price per Box
1	Rubber-Asphalt Crack Sealer (TxDOT Item 300.2.9 Table 16)	60,000 lbs	**29**	**$15.80**
2	Polyflex Type 3*	300,000 lbs	**31**	**$16.12**

* or equivalent

Greenville Enterprises LLC

Bid Items and Estimate of Quantities

Item #	Description	Estimated Quantity	Pounds per Box	Price per Box
1	Rubber-Asphalt Crack Sealer (TxDOT Item 300.2.9 Table 16)	60,000 lbs	**30**	**$1.85**
2	Polyflex Type 3*	300,000 lbs	**30**	**$1.75**

* or equivalent

Crafco Inc

Bid Items and Estimate of Quantities

Item #	Description	Estimated Quantity	Pounds per Box	Price per Box
1	Rubber-Asphalt Crack Sealer (TxDOT Item 300.2.9 Table 16)	60,000 lbs	**30**	**$18.90**
2	Polyflex Type 3*	300,000 lbs	**30**	**$18.30**

* or equivalent

Bart Richard Woodward Corporation

Bid Items and Estimate of Quantities

Item #	Description	Estimated Quantity	Pounds per Box	Price per Box
1	Rubber-Asphalt Crack Sealer (TxDOT Item 300.2.9 Table 16)	60,000 lbs	**30**	**$22.00**
2	Polyflex Type 3*	300,000 lbs	**30**	**$23.00**

* or equivalent

February 27, 2025

Ms. Joy Simonton
Director/Purchasing Agent
Williamson County Purchasing Department
100 Wilco Way, Suite P101
Georgetown, Texas 78626

Subject: Recommendation for IFB #25IFB23 – Crack Sealer

After reviewing all the pertinent information, we recommend awarding the 25IFB23 Crack Sealer bid to Maxwell Products, Inc. and Crafco, Inc. based on lowest and best bid for a particular location or type of material.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

Matt Williamson, PE
Director of Road & Bridge
Williamson County, TX

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1279429

Date Filed:
03/10/2025

Date Acknowledged:
03/11/2025

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Maxwell Products Inc.
Salt Lake City, UT United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

251FB23
Hot Applied Crack Sealant

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1279429

Date Filed:
03/10/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Maxwell Products Inc.
Salt Lake City, UT United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

251FB23
Hot Applied Crack Sealant

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Nicole Maxwell, and my date of birth is [redacted].

My address is [redacted] (street), [redacted] (city), UT (state), 84104 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Salt Lake County County, State of UT, on the 10 day of March (month), 2025 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **79.**

Meeting Date: 03/25/2025

Awarding IFB #25IFB23 Crack Sealer to Crafco, Inc. for Road and Bridge Department

Submitted For: Joy Simonton **Submitted By:** Fernando Ramirez, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on awarding IFB #25IFB23 Crack Sealer to Crafco, Inc. based on the lowest and best bid for a particular location or type of material.

Background

Williamson County sent out over one thousand five hundred (1,500) notifications to suppliers with forty-one (41) document takers and received five (5) vendor submissions. After reviewing, the Road and Bridge Department is recommending award to Crafco, Inc. based on the lowest best bid for a particular location or type of material. No Ensuing Agreement required, as this is for goods only. The bid submission from Greenville Enterprise LLC will be rejected due to a typographical pricing error. Origination ticket #1918, the funding source is 01.0200.0210.003550 and the department's point of contact is Kelly Murphy.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bid Submission - Crafco Inc

Bid Tabulation - All submittals

Recommendation Letter

Form 1295 - Crafco Inc

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/19/2025 03:05 PM
County Judge Exec Asst.	Andrea Schiele	03/19/2025 10:35 PM
Form Started By: Fernando Ramirez		Started On: 03/03/2025 04:02 PM
Final Approval Date: 03/19/2025		

Crafco, Inc.

Bid Items and Estimate of Quantities

Item #	Description	Estimated Quantity	Pounds per Box	Price per Box
1	Rubber-Asphalt Crack Sealer (TxDOT Item 300.2.9 Table 16)	60,000 lbs	30	$18.90
2	Polyflex Type 3*	300,000 lbs	30	$18.30

* or equivalent

SuperSealing USA / Adventus Material Strategies

Bid Items and Estimate of Quantities

Item #	Description	Estimated Quantity	Pounds per Box	Price per Box
1	Rubber-Asphalt Crack Sealer (TxDOT Item 300.2.9 Table 16)	60,000 lbs		
2	Polyflex Type 3*	300,000 lbs	**25**	**$18.88**

* or equivalent

Maxwell Products Inc

Bid Items and Estimate of Quantities

Item #	Description	Estimated Quantity	Pounds per Box	Price per Box
1	Rubber-Asphalt Crack Sealer (TxDOT Item 300.2.9 Table 16)	60,000 lbs	**29**	**$15.80**
2	Polyflex Type 3*	300,000 lbs	**31**	**$16.12**

* or equivalent

Greenville Enterprises LLC

Bid Items and Estimate of Quantities

Item #	Description	Estimated Quantity	Pounds per Box	Price per Box
1	Rubber-Asphalt Crack Sealer (TxDOT Item 300.2.9 Table 16)	60,000 lbs	**30**	**$1.85**
2	Polyflex Type 3*	300,000 lbs	**30**	**$1.75**

* or equivalent

Crafco Inc

Bid Items and Estimate of Quantities

Item #	Description	Estimated Quantity	Pounds per Box	Price per Box
1	Rubber-Asphalt Crack Sealer (TxDOT Item 300.2.9 Table 16)	60,000 lbs	**30**	**$18.90**
2	Polyflex Type 3*	300,000 lbs	**30**	**$18.30**

* or equivalent

Bart Richard Woodward Corporation

Bid Items and Estimate of Quantities

Item #	Description	Estimated Quantity	Pounds per Box	Price per Box
1	Rubber-Asphalt Crack Sealer (TxDOT Item 300.2.9 Table 16)	60,000 lbs	**30**	**$22.00**
2	Polyflex Type 3*	300,000 lbs	**30**	**$23.00**

* or equivalent

February 27, 2025

Ms. Joy Simonton
Director/Purchasing Agent
Williamson County Purchasing Department
100 Wilco Way, Suite P101
Georgetown, Texas 78626

Subject: Recommendation for IFB #25IFB23 – Crack Sealer

After reviewing all the pertinent information, we recommend awarding the 25IFB23 Crack Sealer bid to Maxwell Products, Inc. and Crafco, Inc. based on lowest and best bid for a particular location or type of material.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

Matt Williamson, PE
Director of Road & Bridge
Williamson County, TX

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1279546

Date Filed:
03/10/2025

Date Acknowledged:
03/11/2025

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Crafco, Inc.
Chandler, AZ United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

25IFB23
Crack Sealer

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Ergon, Inc.	Jackson, MS United States	X	
Johnson, Gary	Chandler, AZ United States	X	
Lampton, William W.	Jackson, MS United States	X	
Lampton, Robert	Jackson, MS United States	X	
Ziems, Todd	Chandler, AZ United States	X	
Stabler, Robert	Chandler, AZ United States	X	
Gautier, Gail	Chandler, AZ United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1279546

Date Filed:
03/10/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Crafco, Inc.
Chandler, AZ United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

25IFB23
Crack Sealer

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Ergon, Inc.	Jackson, MS United States	X	
Johnson, Gary	Chandler, AZ United States	X	
Lampton, William W.	Jackson, MS United States	X	
Lampton, Robert	Jackson, MS United States	X	
Ziems, Todd	Chandler, AZ United States	X	
Stabler, Robert	Chandler, AZ United States	X	
Gautier, Gail	Chandler, AZ United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Robert Stabler, and my date of birth is [redacted].

My address is [redacted] (street), [redacted] (city), AZ (state), 85226 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Maricopa County, State of Arizona, on the 10th day of March (month), 2025 (year).

Robert Stabler

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **80.**

Meeting Date: 03/25/2025

East Wilco Hwy Seg 6 Halff PSA Amendment No. 1

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a Contract Amendment No. 1 to the East Wilco Highway Segment 6 contract executed March 19, 2024, between Williamson County and Halff Associates, Inc. relating to the 2023 Road Bond Program. Project: P694 Fund Source: Road Bonds

Background

The Halff Associates, Inc. Contract Amendment No. 1 increases the compensation cap by $700,000.00 from $6,000,000.00 for $6,700,000.00 to allow for the execution of a Supplemental No. 1 to Work Authorization No. 1 for additional design efforts related to extending the project limits by one-mile in the amount of $902,845.90. The remaining increase under the cap will allow for future authorization of construction phase services should construction funding be identified.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

EWHSeg6-Halff-PSAAmendment01

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/20/2025 03:08 PM
Form Started By: Marie Walters		Started On: 03/06/2025 10:49 AM
Final Approval Date: 03/20/2025		

CONTRACT AMENDMENT NO. 1
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT:
East Wilco Highway Segment 6 ("Project")

THIS CONTRACT AMENDMENT NO. 1 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Halff Associates, Inc (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective March 19, 2024 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to $6,000,000; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

I. The Compensation Cap under Article 5 of the Contract is hereby increased from $6,000,000 to $6,700,000.00, reflecting a total increase of $700,000.00.

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, to be effective as of the date of the last party's execution below.

ENGINEER:
Halff Associates, Inc

By: _____
Signature

Steven J. Miller
Printed Name

Chief Strategy Officer
Title

05 MARCH 2025
Date

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

APPROVED
By Christen Eschberger at 2:40 pm, Mar 18, 2025

Commissioners Court - Regular Session **81.**

Meeting Date: 03/25/2025

25IFB6 Bagdad Right-of-Way Clearing (Loop 332 to CR 281) - Notice of Intent (NOI)

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding a Notice of Intent (NOI) for Stormwater Discharge associated with the Construction Activity under TPDES Construction General Permit (TXR 150000) for 25IFB6 – Bagdad Right-of-Way Clearing (Loop 332 to CR 281), a Williamson County Road Bond Project in Commissioner Pct. 2 Project: P343 Funding Source: 2019 Road Bond Program.

Background

Williamson County must submit an NOI to obtain coverage under TPDES General Permit (TXR 150000), as required by the Texas Commission on Environmental Quality (TCEQ) before commencing Soil disturbing activities on any construction project that will disturb more than five (5) acres of land. TCEQ has transitioned to an electronic submittal process, and this application will be signed and submitted electronically pending approval by the Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

25IFB6-BagdadROW-NOI

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/20/2025 09:00 AM
Form Started By: Julissa Vasquez		Started On: 03/19/2025 09:19 AM
Final Approval Date: 03/20/2025		

Texas Commission on Environmental Quality

Construction Notice of Intent

Site Information (Regulated Entity)

What is the name of the site to be authorized?	Bagdad Road ROW Clearing Project
Does the site have a physical address?	No
Because there is no physical address, describe how to locate this site:	From South of CR 281 to North of the San Gabriel River
City	Liberty Hill
State	TX
ZIP	78641
County	WILLIAMSON
Latitude (N) (##.######)	30.649313
Longitude (W) (-###.######)	-097.910674
Primary SIC Code	
Secondary SIC Code	
Primary NAICS Code	
Secondary NAICS Code	

Regulated Entity Site Information

What is the Regulated Entity's Number (RN)?	RN112172663
What is the name of the Regulated Entity (RE)?	BAGDAD ROAD ROW CLEARING PROJECT
Does the RE site have a physical address?	No
Because there is no physical address, describe how to locate this site:	FROM SOUTH OF CR 281 TO NORTH OF THE SAN GABRIEL RIVER
City	LIBERTY HILL
State	TX
ZIP	78641
County	WILLIAMSON
Latitude (N) (##.######)	30.649313
Longitude (W) (-###.######)	-97.910674
Facility NAICS Code	237310
What is the primary business of this entity?	

Customer (Applicant) Information

How is this applicant associated with this site?	Operator
What is the applicant's Customer Number (CN)?	CN600897888
Type of Customer	County Government

Full legal name of the applicant:

Legal Name	Williamson County
Texas SOS Filing Number	
Federal Tax ID	746000978
State Franchise Tax ID	

State Sales Tax ID	
Local Tax ID	
DUNS Number	
Number of Employees	501+
Independently Owned and Operated?	No
I certify that the full legal name of the entity applying for this permit has been provided and is legally authorized to do business in Texas.	Yes

Responsible Authority Contact

Organization Name	Williamson County
Prefix	MISS
First	Valerie
Middle	
Last	Covey
Suffix	
Credentials	
Title	County Commissioner

Responsible Authority Mailing Address

Enter new address or copy one from list:	
Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	101 E OLD SETTLERS BLVD STE 225
Routing (such as Mail Code, Dept., or Attn:)	
City	ROUND ROCK
State	TX
ZIP	78664
Phone (###-###-####)	8326057525
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	rarnold@wilco.org

Application Contact

Person TCEQ should contact for questions about this application:

Same as another contact?	
Organization Name	HNTB Companies
Prefix	
First	Julissa
Middle	
Last	Vasquez
Suffix	
Credentials	
Title	Construction Contract Administrator
Enter new address or copy one from list:	CN600897888, Williamson County

Mailing Address

Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	101 E OLD SETTLERS BLVD STE 225
Routing (such as Mail Code, Dept., or Attn:)	
City	ROUND ROCK
State	TX
ZIP	78664
Phone (###-###-####)	5125348178
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	juvasquez@hntb.com

CNOI General Characteristics

1) Is the project or site located on Indian Country Lands?	No
2) Is the project or site associated to a facility that is licensed for the storage of high-level radioactive waste by the United States Nuclear Regulatory Commission under 10 CFR Part 72?	No
3) Is your construction activity associated with an oil and gas exploration, production, processing, or treatment, or transmission facility?	No
4) Is the project or site associated to a quarrying facility that is located within either the John Graves Scenic Riverway or Coke Stevenson Scenic Riverway, as defined in 30 TAC 311.71?	No
5) What is the Primary Standard Industrial Classification (SIC) Code that best describes the construction activity being conducted at the site?	1611
6) If applicable, what is the Secondary SIC Code(s)?	
7) What is the total number of acres that the construction project or site will disturb under the control of the primary operator?	25
8) What is the construction project or site type?	Highway or Road
9) Is the project part of a larger common plan of development or sale?	No
10) What is the estimated start date of the project?	01/27/2025
11) What is the estimated end date of the project?	09/01/2025
12) Will concrete truck washout be performed at the site?	No
13) What is the name of the first water body(s) to receive the stormwater runoff or potential runoff from the site?	South Fork San Gabriel River
14) What is the segment number(s) of the classified water body(s) that the discharge will eventually reach?	1250
15) Is the discharge into a Municipal Separate Storm Sewer System (MS4)?	No
16) Is the discharge or potential discharge within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer, as defined in 30 TAC Chapter 213?	Yes
16.1) I certify that the copy of the TCEQ-approved Plan required by the Edwards Aquifer Rule (30 TAC Chapter 213) that is included or referenced in the Stormwater Pollution Prevention Plan will be implemented.	Yes

17) I certify that a stormwater pollution prevention plan (SWP3) has been developed, will be implemented prior to construction, and to the best of my knowledge and belief is compliant with any applicable local sediment and erosion control plans, as required in the general permit TXR150000. Note: For multiple operators who prepare a shared SWP3, the confirmation of an operator may be limited to its obligations under the SWP3 provided all obligations are confirmed by at least one operator.	Yes
18) I certify that I have obtained a copy and understand the terms and conditions of the Construction General Permit (TXR150000).	Yes
19) I understand that a Notice of Termination (NOT) must be submitted when this authorization is no longer needed.	Yes

Commissioners Court - Regular Session **82.**

Meeting Date: 03/25/2025

Bartlett Street Projects IEA PSA Amendment No. 1

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a Contract Amendment No. 1 to the Bartlett Street Projects contract executed March 19, 2024, between Williamson County and IEA, Inc. relating to the 2023 Road Bond Program. Project: P687 Fund Source: Road Bonds

Background

The IEA, Inc. Contract Amendment No. 1 increases the compensation cap by $176,000.00 from $500,000.00 to $676,000.00 to allow for the execution of a Supplemental No. 1 to Work Authorization No. 1 for additional parcel acquisition documents from two to eight as well as providing a formal 30% schematic. The remaining increase under the cap will allow for future authorization of revisions to previously completed work due to the addition of six parcels along the project, added SUE information, and construction phase services once the project is ready for letting.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

BartlettProjects-IEA-PSAAmendment01

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/20/2025 03:16 PM
Form Started By: Marie Walters		Started On: 03/20/2025 11:19 AM
Final Approval Date: 03/20/2025		

CONTRACT AMENDMENT NO. 1
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT:
Engineering for Williamson County Road Bond City of Bartlett Streets ("Project")

THIS CONTRACT AMENDMENT NO. 1 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and IEA, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective March 19, 2024 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to $ 500,000.00 ; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

I. The Compensation Cap under Article 5 of the Contract is hereby increased from $ 500,000.00 to $ 676,000.00, reflecting a total increase of $ 176,000.00.

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, to be effective as of the date of the last party's execution below.

ENGINEER:

By: David M.Y. Millikan
Signature

David M.Y. Millikan
Printed Name

Area Manager
Title

3/3/25
Date

COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

APPROVED
By Christen Eschberger at 11:12 am, Mar 19, 2025

Commissioners Court - Regular Session **83.**

Meeting Date: 03/25/2025

Bagdad Rd. @ CR 279 Relocation Claim

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a claim for actual moving expenses with Ernest Simmons related to right of way acquired for the Bagdad Rd. @ CR 279 project. (Parcel 16). Funding Source; Bonds P343

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

claim

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/12/2025 04:14 PM
Form Started By: Charlie Crossfield		Started On: 03/12/2025 12:28 PM
Final Approval Date: 03/12/2025		

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information

1. Name of Claimant(s) Earnest Simmons	Parcel No: 16 Project: CR 279 / Bagdad Road	County: Williamson

☒ Residence ☐ Business ☐ Farm ☐ Nonprofit ☐ Sign ☐ Other

2. Address of Property Acquired by State: 1631 CR 279 Liberty Hill, Texas 78641 Claimant's Telephone No. [redacted]	3. Address Moved To: [redacted]
4. Occupancy of Property Acquired by State: From (Date): 1995 To (Date of Move): 11/04/2024 ☐ Owner/Occupant ☒ Tenant	5. Distance Moved: 155 Miles 7. Mover's Name and Address: Central Texas Metal Buildings, LLC 506 Cori Drive Belton, Texas 76513 254-613-5024

6. Controlling Dates	Mo.	Day	Yr.
a. First Offer in Negotiation	04	04	2024
b. Date Property Acquired			
c. Date Required to Move	11	24	2024

8. Property Storage (attach explanation)
From (Date): To (Date of Move): **N/A**

Place Stored (Name and Address):
N/A

10. Temporary Lodging (attach explanation)
From (Date): To (Date of Move): **N/A**

9. Amount of Claim:

a. Moving Expenses	$
b. Reestablishment Expenses	$
c. Searching Expenses	$
d. Tangible Property Loss / Substitute Personal Property	$2,400.00
e. Storage	$
f. Temporary Lodging	$
g. Total Amount	**$2,400.00**

11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Payment of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct.

Earnest Simmons
Claimant

Date of Claim: 3-6-25

Claimant

Spaces Below to be Completed by Williamson County

I certify that I have examined this claim and substantiating documentation attached herewith and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses, and this claim is recommended for payment as follows:

Amount of $2,400.00

3-10-2025
Date

Relocation Agent

Date

Williamson County Judge

RIGHT OF WAY OF TEXAS, LLC

6101 W. COURTYARD DRIVE, BLDG. 1, STE. 125, AUSTIN, TX 78730
(O) (512) 372.6220 (F) (512) 372.6221

March 10, 2025

TO: Lisa Dworaczyk, Sheets and Crossfield

FROM: Danny Jackson, Right of Way of Texas

SUBJECT: Substitute Personal Property Claim

Williamson County
Bagdad Road
Parcel 16
Earnest Simmons

Forms included with this submission include:

Move Claim Substitute Personal Property
Paid Invoice from Central Texas Metal Buildings LLC
W-9 Ernest Simmons
Certificate of Eligibility
Approval for Substitute Personal Property Claim
Approval for Exception to policy for move over 50 miles
Replacement Pictures
Displacement Pictures
90-day relocation letter
30-day relocation letter
Contact reports

REMARKS

This claim is for the replacement metal carport that was Mr. Simmons personal property, it was determined that the carport could not be easily moved, therefore, Mr. Simmons chose to purchase a replacement carport.

The cost of the replacement carport was more than the cost to move however, because the amount reimbursable for substitute personal property is the lesser of the cost to move the personal property or the cost new at the replacement location and because the cost of the new building exceeds the cost to move the existing carport the amount that is eligible to reimbursements is $2,400.00.

We have verified that this move is completed and recommend payment.

If you have any questions or need any additional information, please do not hesitate to call me at 512-922-5930.

Central Texas Metal Buildings, LLC
Quality Texas Built Metal Buildings
With Prices you can Afford and People You Can Trust

Order Date: 12/17/2024

Factory: 606 Corl Dr, Belton, TX 76513
Phone: 254-613-6024 Fax: 254-613-4999
email: sales@centexmetalbuildings.com

FOR DELIVERY AND INSTALLATION QUESTIONS, CALL OR EMAIL ABOVE

Dealer: Moore Liberty Buildings Salesperson: Amanda Moore Email: office@mooreliberty buildings.com
Dealer Phone: Phone: 512-548-6474 9750 W SH 29 UNIT 1, Liberty Hill, TX 78642

Customer Name:	Earnest Simmons	County:	Medina	Tax Rate:	8.25%		
Billing Address:	1601 CR 279	City:	Liberty Hill	State:	TX	Zip:	78642
Install Address:	1097 CR 552	City:	Devine	State:	TX	Zip:	78016
Phone/Email: Best:	512.507.3717	Alt:		Email:	earnestrsimmons@gmail.com		

Building Type: Carport/Storage	Certified:	NO	Color Choice:		Installation Surface:		
Roof Style: Horizontal Boxed Eave	Pan style:	Max-Rib	Roof:	Pebble Beige	Concrete slab or beams		
	Weathervane Choice:	N/A	RF Trim	White	Slab		
	Power Avail:	No	Side/End:	Pebble Beige	Center ala RF		
Metal Metal Orientation: Horizontal	Site Ready & Level:	No	Gable:	0	N/A		
Gauge Sheet Metal: Roof: 29 Gauge	Walls: 29 Gauge		Trim:	White			

Main Base	Width	20	Roof Length:	31	Base Length:	30	Height:	7'	Gauge Frame: 14
Lean-to 1	Width	0	Roof Length:		Base Length:	0	Height:	0	Gauge Frame: 14
Lean-to 2	Width	0	Roof Length:		Base Length:	0	Height:	0	Gauge Frame: 14

Item	Qty	Description	Unit Price	Extended
Main Base Size	1	Base Unit size: 20x30	$2,975.00	$2,975.00
Side_Height	1	7' tall side walls	$120.00	$120.00
Close_Sides	1	Close Both sides - main	$690.00	$690.00
Main_Ends_Closure	2	Close front and back of storage	$915.00	$1,830.00
	1	36"x 80" Steel Clad, Wood Frame Walk-in door	$550.00	$550.00
	1	8x8 Roll up door, white w/header	$935.00	$935.00
Window	1	36"x36" Single Pane Window ($295 ea)	$295.00	$295.00

Hubbard Trucking, LLC

Chris Hubbard, President

1530 CR 330 Burnet, TX. 78611

512-755-3298

chris@hubbardtruckingllc.com

Invoice to dissemble, transport and reassemble one 20x24 carport from 1631 CR 279, Liberty Hill, TX to 1057 County Road 652, Devine, TX. For Ernie Simmons

$2,400.

Thank you for the opportunity to serve you!

Chris Hubbard

A-Line Relocation
429 Doe Run
Georgetown, TX 78628
+15129688883
Travis@ALineRelocation.com
www.ALineRelocation.com

Estimate

ADDRESS
Earnest Simmons
1631 CR 279
Liberty Hill, TX

SHIP TO
Earnest Simmons
1057 CR 652
Devine, TX

ESTIMATE # 1861
DATE 12/03/2024

TXDMV 00664581C

US DOT 2284558

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
MISC	Move 20'x24' Metal carport	1	2,850.00	2,850.00

VETERAN OWNED AND OPERATED

TOTAL **$2,850.00**

Accepted By

Accepted Date

Contact Notes

Project Bagdad Road
Parcel 16
Name Blake Stifflemire

Date	Comments
	[redacted] Atty; Lee Jarred ljarrard@lawdietz.com 512-244-9314
	[redacted]
	[redacted]
02-19-24 02-21-24	Email to Lee Jarred to obtain contact information for executor of the estate and the displacee's. Spoke with Lee Jarred got information and contact information with executor Kathy Canady.
02-21-24 02-22-24 03-13-24	Called Kathy and left message for her to call me to discuss relocation on this parcel. I received call back from Katy Canady and set a time to meet at parcel to inspect. Met with Kathy Canady on parcel to inspect and take pictures she is the executor of the estate and not the displacee she got my information and said she would have the displacee Blake Stifflemire call me to set a time to meet.
03-20-24 04-01-24	Call to Lee Jarred to let him know the status of the parcel . Kathy called to set up meeting with myself and displacee Bake Stifflemire.
04-11-24	Met with Kathy Canady and Blake Stifflemire and Earnest Simmons to discuss relocation. I also discussed with Earnest Simmons his relocation eligibility. The mobile home was not impacted by the acquisition, and he is not considered displaced, the storage building, and the carport were appraised as real property and therefore not eligible to be relocated however the items located within the storage building are eligible to be relocated. This was explained to Ernie. I explained that because the owner of the property was the Estate that he would be treated as a tenant and be eligible for tenant relocation benefits.

04-24-24	I called Ernie Simmn to go over his concerns regarding his mobile home and his storage building and carport. Mr. Simmons has a storage building and a carport that are his personal property, however these were paid for a real estate in the appraisal, Mr. Simmons wants these items to be changed for real property to persona property at which time they can be relocated, I ask him to send me email to affect.
04-25-24 05-01-24	Sent an email to Ernie Simmons asking him to respond with an email asking the County to explain that the shed and carport are his personal property. Received an email from Mr. Simmons stating that the shed and carport are his property, and he would like compensation to have them moved. He also stated that the mobile home needed to be relocated.
05-07-24 05-08-24	Sent information regarding the mobile home and the shed and carport to Sheets and Crossfield for their review. Sent Ernie email letting him know that I sent his information to the County and would let him know once I hear back.
06-05-24	Received email from Don Childs that Ernie could keep the carport, but the County wanted the shed, but he would have to move at his own expense they also state that he was not displaced.
06-07-24 06-10-24	90-day letter was sent. Called Ernie Simmon to let him know what the county said regarding the shed and carport and the mobile home he was very upset he state the Shed and the carport are his and that no one had the right to sell them. I asked him if he had any proof of the purchase, and he said he did so I ask him to send to me.
06-13-24 06-20-24	Ernie sent me copies of the invoice for the shed and carport where he purchased them. I let him know that I would send them to the County. Sent information on carport and shed to Don Childs for his review and determination of status.
07-15-24 07-18-24	Sent Ernie an email letting him know that I was still waiting on a reply from the county regarding his improvements. 90-day letter came back because not picked up so resent regular mail.
07-26-24 08-09-24	I received an email from Don Childs that the MH is not displaced and that he could have the Shed and Carport moved. Called Ernie Simmons and explained the set back and that the MH was not displaced he still arguses that it is, and I asked him again to send me an email explain his situation and I would pass on, I also explained that the shed and carport could be declared his persona property and that I needed cost estimates for the move. I also cautioned that

11-04-24	for him not to contract with any mover until I get the estimates approved. He said he would send me move estimates when he got them. Shed moved.
11-05-24 02-12-25	Prepared move claim for shed move. Replacement Carport completed at replacement site
03-10-25	Substitute personal property for carport signed and submitted to Sheets and Crossfield for review approval and payment.

Commissioners Court - Regular Session **84.**

Meeting Date: 03/25/2025

Utility Agreements

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on updated Standard Utility Agreement, updated Supplemental to Standard Utility Agreement, and updated Joint Use Utility Agreement for use on road construction projects. These utility agreements have been updated to align with TxDOT practices more closely.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Agreement

Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/20/2025 12:43 PM
Form Started By: Charlie Crossfield		Started On: 03/20/2025 08:55 AM
Final Approval Date: 03/20/2025		

Standard Utility Agreement

Project Name:
Project Letting Date:
Utility ID (TxDOT LUP):

Roadway:
From:
To:

This Standard Utility Agreement ("Agreement") by and between Williamson County, Texas ("County"), and , ("Utility"), acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the County.

WHEREAS, the County has deemed it necessary to make certain infrastructure improvements as designated by the County and, if applicable, approved by the Federal Roadway Administration and/or the State of Texas, within the limits of the project as indicated above;

WHEREAS, the proposed Project will necessitate the adjustment, removal, and/or relocation of certain facilities of the Utility as indicated in the following statement of work: [Enter scope of work here or submission will not be complete] ; and more specifically as shown in the Utility's plans, specifications and estimated costs, which are attached hereto as Attachment "A".

WHEREAS, the County will participate in the costs of the adjustment, removal, and relocation of certain facilities to the extent as may be eligible for the County participation.

WHEREAS, the County, upon receipt of evidence it deems sufficient, acknowledges the Utility's interest in certain lands and facilities that entitle it to reimbursement for the adjustment, removal, and relocation of certain of its facilities located upon the lands as indicated in the statement of work above.

NOW, THEREFORE, BE IT AGREED:

The County will pay to the Utility the costs incurred in adjustment, removal, and relocation of the Utility's facilities up to the amount said costs may be eligible for County participation.

All conduct under this Agreement, including but not limited to the adjustment, removal, and relocation of the facility, the development and reimbursement of costs, any environmental requirements, and retention of records will be in accordance with all applicable federal, state, and county laws, rules and regulations, including, without limitation, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. §§ 4601, et seq., the National Environmental Policy Act, 42 U.S.C. §§ 4321, et seq., the Buy America provisions of 23 U.S.C. § 313 and 23 CFR 635.410, as amended, Texas Transportation Code § 223.045, the Utility Relocations, Adjustments, and Reimbursements provisions of 23 CFR 645, Subpart A, and the Utility Accommodation provisions of 23 CFR 645, Subpart B.

The Utility shall supply, upon request by the County, proof of compliance with the aforementioned laws, rules, regulations, and guidelines prior to the commencement of the adjustment, removal, and relocation of the facility.

The Utility shall not commence any physical work, including without limitation site preparation, on the County's right of way or future right of way, until the County provides the Utility with written authorization to proceed with the physical work upon the County's completion and clearance of its environmental review of the Project. Any such work by the Utility prior to the County's written authorization to proceed will not be eligible for reimbursement and the Utility is responsible for entering any property within the proposed limits of the Project that has not yet been acquired by the County. This written authorization to proceed with the physical work is in addition to the authorization to commence work outlined below. Notwithstanding the foregoing, the provisions of this paragraph are required only when the County has not obtained completion and clearance of its environmental review of the Project prior to the execution of this Agreement by the County and the Utility.

If State and/or Federal funding applies to the Project, the Utility shall comply with the Buy America provisions of 23 U.S.C. § 313, 23 CFR 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation

Code § 223.045 and, when products that are composed predominately of steel and/or iron are incorporated into the permanent installation of the utility facility, use domestically manufactured products. If State and/or Federal funding applies to the Project, TxDOT Form 1818 (Material statement), along with all required attachments, must be submitted, prior to the commencement of the adjustment, removal, and relocation of the facility, as evidence of compliance with the aforementioned provisions. Failure to submit the required documentation or to comply with the Buy America, and Steel and Iron Preference requirements shall result in: (1) the Utility becoming ineligible to receive any contract or subcontract made with funds authorized under the Intermodal Surface Transportation Efficiency Act of 1991; (2) the County withholding reimbursement for the costs incurred by the Utility in the adjustment, removal, and relocation of the Utility's facilities; and (3) removal and replacement of the non-compliant products.

The Utility agrees to develop relocation or adjustment costs by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by the County, or may, with the County's approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by the Utility. Bills for work hereunder are to be submitted to the County not later than six (6) months after completion of the field work. Failure to submit the request for final payment, in addition to all supporting documentation, within six (6) months after completion of the field work may result in forfeiture of payment for said work.

When requested, the County will make intermediate payments at not less than monthly intervals to the Utility when properly billed. Such payments will not exceed 90 percent (90%) of the eligible cost as shown in each such billing. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

Alternatively, if the approved accounting method is a lump sum, the County agrees to pay the Utility an agreed lump sum of $ as supported by the attached estimated costs. The County will, upon satisfactory completion of the adjustments, removals, and relocations and upon receipt of a final billing, make payment to the Utility in the agreed amount.

Upon execution of this Agreement by both parties hereto, the County will, by written notice, authorize the Utility to perform such work diligently and to conclude said adjustment, removal, and relocation by the stated completion date which is attached hereto in Attachment "C". The completion date shall be extended for delays caused by events outside the Utility's control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the County or any other party with the Utility's ability to proceed with the work, or any other event in which the Utility has exercised all due care in the prevention thereof so that the causes of other events are beyond the control and without the fault or negligence of the Utility.

This Agreement in its entirety consists of the following elements:

Standard Utility Agreement – WILCO-U-SUA;

- Plans, Specifications, and Estimated Costs (Attachment "A");
- Accounting Method (Attachment "B");
- Schedule of Work (Attachment "C");
- Statement Covering Contract Work – WILCO-U-JB (Attachment "D");
- Utility Joint Use Agreement – WILCO-U-JUA (Attachment "E");
- Eligibility Ratio Calculation (Attachment "F");
- Comparative Betterment Calculation and Estimate (Attachment "G"); and
- Proof of Property Interest – WILCO-U-Affidavit (Attachment "H").

All attachments are included herein as if fully set forth. In the event it is determined that a substantial change from the statement of work contained in this Agreement is required, reimbursement therefore shall be limited to costs covered by a modification or amendment of this Agreement or a written change or extra work order approved by the County and the Utility.

This Agreement is subject to termination, without cause and for convenience, by the County at any time up to the date that work under this Agreement has been authorized, and such cancellation will not create any liability on the

part of the County. However, the County will review and reimburse the Utility for eligible costs incurred by the Utility in preparation of this Agreement.

The County Auditor may conduct an audit or investigation of any entity receiving funds from the County directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the County Auditor, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the County Auditor with access to any information the County Auditor considers relevant to the investigation or audit.

The Utility by execution of this Agreement does not waive any of the rights that the Utility may have within the limits of the law.

It is expressly understood that the Utility conducts the adjustment, removal, and relocation at its own risk, and that the County makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

UTILITY

Utility: _____

By: _____

Print Name: _____

Title: _____

Date: _____

THE COUNTY OF WILLIAMSON

Executed and approved for the County of Williamson Texas for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by Williamson County, Texas.

By: _____
County Judge

Date: _____

Attachment "A"
Plans, Specifications, and Estimated Costs

Funding Sources

Select all that apply

☐ City of _____

☐ Williamson County, Texas

☐ State of Texas *

☐ Federal *

*Buy America Compliance only applies when State or Federal funding is present.

All material items within the cost estimate that must meet Buy America or Steel and Iron Preference Provision requirements must be indicated with an asterisk (*) on the attached estimate.

☐ Currently, **this Project does not plan to use** iron and steel subject to Buy America requirements. In the event that Buy America regulated materials are used during the construction of this Project, compliance documentation will be provided.

☐ There are non-domestic iron and steel materials in this Project that fall under the De Minimis equation. Calculations showing the total cost does not exceed one-tenth of one percent (0.1%) of the individual utility agreement amount or $2,500.00, whichever is greater is required.

☐ We understand the Buy America Compliance Requirements for iron and steel and will supply the required documentation to the County indicating compliance with this provision. The following documents will be supplied prior to the installation of the materials:

1) Form 1818 - Material Statement
2) Material Test Reports or Certifications

Attachment "B"
Accounting Method

☐ **Actual Cost Method of Accounting**

The Utility accumulates cost under a work order accounting procedure prescribed by the Federal or State regulatory body and proposes to request reimbursement for actual direct and related indirect costs.

☐ **Lump Sum Method of Accounting**

Utility proposed to request reimbursement based on an agreed lump sum amount supported by a detailed cost analysis.

Attachment "C"
Schedule of Work

Estimated Start Date (mm/dd/yyyy): _____, subject to physical work restrictions prior to the issuance of environmental clearance as required by the provisions of this Agreement. (If construction will be joint bid and included in the highway contract, enter the Project let date.)

Estimated Duration (number of days): _____

Estimated Completion Date (mm/dd/yyyy): _____

☐ Joint Bid Construction – Actual construction dates may vary as determined by the Project contractor or the County.

Attachment "D"
Statement Covering Contract Work

Engineering Contract:

☐ Utility performing with their own forces. (Certified timesheets or ledgers are required at billing.)

☐ Utility will use consultant contract (Continuing contract rate sheets of fee schedule must be attached.)

☐ The County will procure a utility engineering consultant (Engineering rate sheet must be attached.)

Construction Contract:

☐ Utility performing with their own forces. (Certified timesheets or ledgers are required at billing.)

☐ Utility will use outside forces to perform the accommodation. (Complete the Procedure to be used in Contracting Work below.)

☐ The County will complete the accommodation joint-bid as indicated below. (Option D) (WILCO-U-JB also required)

Statement Covering Utility Construction Contract Work

I, [Name], a duly authorized and qualified representative of [Company], hereinafter referred to as Utility, am fully cognizant of the facts and make the following statements in respect to the work which will or may be done on a contract basis as it appears in the estimate (Attachment A), to which this statement is attached.

It is more economical and/or expedient for Utility to contract this accommodation, or Utility is not adequately stated or equipped to perform the necessary work on this Project with its own forces to the extent as indicated on the estimate.

Procedure to be used in Contracting Work:

☐ **<u>Option A:</u>**

Solicitation of bids is to be accomplished through open advertising and contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed. Associated bid tabulations must be provided to the County at billing.

☐ **Option B:**

Solicitation of bids is to be accomplished be circulating to a list of pre-qualified contractors or known qualified contractors who submits a proposal in conformity with the requirements and specifications for the work to be performed. Associated bid tabulations will be provided to the County. Such presently known contractors are listed below: (a list may be attached)

1. _____
2. _____
3. _____

☐ **Option C:**

The work is to be performed under an existing continuing contract under which certain work is regularly performed for Utility and under which the lowest available costs are developed. The existing continuing contract will be made available for the County for review at a location mutually acceptable to the Utility and the County. If only part of the work is to be done under an existing contract, a Continuing Contract Rate sheet must be attached.

☐ **Option D:**

The Utility plans and specifications, with the consent of County, will be included in the construction contract awarded by the County. In the best interest of both the County and Utility, the Utility request the County to include the plans and specifications for this work in the general contract for construction of the Project [Project Name], so that the work may be can be coordinated with the other construction operations; and the construction contract is to be awarded by the County to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed. If this option is chosen, attach form WILCO-U-JB, the terms of which are incorporated herein by reference.

_____ _____

Signature Date

_____

Title

_____ _____ _____ _____

Initial Date Initial Date

County Utility

WILCO-U-JB
Statement Covering Utility Construction Contract Work – In the Williamson County's Project Construction Contract

Work Responsibilities

A. The (Utility or County) is responsible for engaging the services of a Texas Registered Professional Engineer to prepare drawings and technical specifications for the required accommodations along .

B. The (Utility or County) will develop the plans and specifications for the County to include in the current planning specifications and estimate package being prepared by representatives of the County.

C. The (Utility or County) will secure all necessary permitting as may be required for the installation of the line on behalf of the utility.

D. The (Utility or County) will secure all necessary easements as may be required for the installation of the line on behalf of the utility.

E. The **Utility** shall provide the following services under this Agreement:

i. Responsible for engaging the services of a Texas Registered Professional Engineer to prepare drawings and technical specifications for relocations and adjustments along .

ii. Provide the plans and specifications to the County to include in the current planning specifications and estimate package being prepared by representatives of the Williamson County.

iii. Secure all necessary permitting as may be required for the installation of the line.

iv. Arrange and coordinate with the contractor, through the County, materials and equipment testing, rejection of all work not conforming to minimum requirements of the construction contract documents, maintenance of the proposed during construction, and the relocation of and connection of services to customers.

v. Advise the County of work that Utility determines should be corrected or rejected.

vi. Arrange, observe, and inspect all acceptance testing and notify the County of the results of these activities.

vii. Provide inspection services for the construction, notify the County of defects and deficiencies in the work, and observe actions of the contractor to correct such defects and deficiencies.

viii. Assume all responsibility for the maintenance of the existing during and upon completion of the construction contract.

ix. Ensure all Texas Commission on Environmental Quality and all other regulatory rules, regulations and laws are strictly adhered to.

x. Prepare and submit both a certificate of substantial completion and a list of observed items requiring completion or correction for the relocations and adjustments to the Project Engineer for concurrence.

xi. Coordinate all construction activities performed by Utility's staff for the relocations and adjustments through the Project Engineer.

F. The **County** shall provide the following services under this Agreement:

i. Combine the relocation and adjustment plans with the plans being prepared for the Project.

ii. Review and approve the final construction plans prior to any construction-related activities. In order to ensure federal and/or state funding eligibility, projects must be authorized by the County prior to advertising for construction.

iii. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project.

iv. Negotiate and administer all field changes and change orders required for the Project. All change orders increasing construction costs for Utility's Project shall be submitted to Utility for review and approval together with an evaluation. Utility agrees to review and either approve or disapprove all change orders within five (5) business days after receipt of such order unless Utility Board's approval is necessary in which case Utility shall bring the item to Utility Board as soon as reasonably possible.

v. Provide overall project management to supervise the day-to-day activities of the construction and monitor the activities of the contractor to promote the timely and efficient completion of the Project in accordance with the approved Plans and Specifications and construction schedule.

vi. Conduct field observations and coordinate with Utility's inspectors and the contractor to cure defects and deficiencies in the construction prior to final acceptance.

vii. Make timely payment to the contractor for work performed in connection with the Project.

viii. Ensure access and permit Utility's inspectors and other authorized representatives to inspect the construction at all times.

ix. Conduct and coordinate final inspection of the Project in the presence of Utility's Engineer and Inspector, transmit final list of items to be completed or repaired and observe contractor correction of same.

x. Maintain job file.

Attachment "E"
Utility Joint Use Agreement

☐ Utility Joint Use Agreement (WILCO–U–JUA)

☐ Plans with highlighted areas to be joint used are included.

☐ Utility Installation Review/Permit Number:
The utility must obtain an approved permit before the start of construction inside the County right of way.

☐ Utility Prior Rights Agreement

☐ Plans with prior rights area highlighted are included.

☐ Quit Claim will be submitted at the Final Billing
Area of existing easements to be quit claimed is noted in the plans.

Attachment "F"
Eligibility Ratio

Eligibility Ratio established: _____ %

☐ Interstate roadway

☐ Non-interstate roadway / project

Initial	Date	Initial	Date
County		Utility	

Attachment "G"
Betterment Calculation and Estimate

☐ No Betterment

☐ Elective Betterment Ratio established: _____ %

- ☐ Betterment % Calculation is attached
- ☐ Comparative Estimate including betterment and in-kind is attached

☐ Forced Betterment

- ☐ To comply with regulated industry standards, laws, and regulations. (Supporting documentation is attached)
- ☐ To comply with published current design practice followed by the utility in its own work. (Supporting documentation is attached)
- ☐ Due to proposed project design. (Provide explanation below)

Description of Elective Betterment included in this accommodation:

_____

_____

_____

_____

_____

_____

_____

_____

Statement justifying Forced Betterment included in this accommodation:

_____

_____

_____

_____

_____

_____

_____

_____	_____	_____	_____
Initial	Date	Initial	Date
County		Utility	

Attachment "H"
Proof of Property Interest

☐ Supporting documentation of compensable property interest that establishes reimbursement eligibility.

☐ Property interest documented through the following applicable affidavits and required attachments are attached.

- ☐ WILCO-U-Affidavit
  - ☐ Utility Owner
    AND
  - ☐ Disinterested Party or Landowner
- ☐ Pole attachment with utility holding a compensable property interest.

Utility Joint Use Agreement

Roadway _____ **Project** _____

From _____ **To** _____

Project Letting Date _____

WHEREAS Williamson County proposes to make certain roadway improvements on that section of the above-indicated roadway; and

WHEREAS the _____, ("Utility"), proposes to adjust or relocate certain of its facilities, if applicable, and retain title to any property rights it may have on, along or across, and within or over such limits of the roadway right of way as indicated by the location map attached hereto.

NOW, THEREFORE, in consideration of the covenants and acknowledgements herein contained, the parties mutually agree as follows:

It is agreed that joint usage for both the roadway and utility purposes will be made of the area within the roadway right of way limits as such area is defined and to the extent indicated on the aforementioned plans or sketches. Nothing in this Agreement shall serve to modify or extinguish any compensable property interest vested in the Utility within the above described area. If the facilities shown in the aforementioned plans need to be altered or modified or new facilities constructed to either accommodate the proposed roadway improvements or as part of Utility's future proposed changes to its own facilities, Utility agrees to notify the County at least 30 days prior thereto, and to furnish necessary plans showing location and type of construction, unless an emergency situation occurs and immediate action is required. If an emergency situation occurs and immediate action is required, Utility agrees to notify the County promptly. If such alteration, modification or new construction is in conflict with the current roadway or planned future roadway improvements, or could endanger the traveling public using said roadway, the County shall have the right, after receipt of such notice, to prescribe such regulations as necessary for the protection of the roadway facility and the traveling public using said roadway. Such regulations shall not extend, however, to requiring the placement of intended overhead lines underground or the routing of any lines outside of the area of joint usage above described.

If Utility's facilities are located along a controlled access roadway, Utility agrees that ingress and egress for servicing its facilities will be limited to frontage roads where provided, nearby or adjacent public roads and streets, or trails along or near the roadway right of way lines which only connect to an intersecting road. Entry may be made to the outer portion of the roadway right of way from any one or all access points. Where supports, manholes or other appurtenances of the Utility's facilities are located in medians or interchange areas, access from the through-traffic roadways or ramps will be allowed by permit issued by the County to the Utility setting forth the conditions for policing and other controls to protect roadway users. In an emergency situation, if the means of access or service operations as herein provided will not permit emergency repairs as required for the safety and welfare of the public, the Utility shall have a temporary right of access to and from the through-traffic roadways and ramps as necessary to accomplish the required repairs, provided the County is notified immediately when such repairs are initiated and adequate provision is made by Utility for the convenience and safety of roadway traffic. Except as expressly provided herein, the Utility's rights of access to the through-traffic roadways and/or ramps shall be subject to the same rules and regulations as apply to the general public.

_____	_____	_____	_____
Initial	Date	Initial	Date
Williamson County		Utility	

If Utility's facilities are located along a non-controlled access roadway, the Utility's rights of ingress and egress to the through-traffic roadways and/or ramps are subject to the same rules and regulations as apply to the general public.

Participation in actual costs incurred by the Utility for any future adjustment, removal or relocation of utility facilities required by roadway construction shall be in accordance with applicable laws of the State of Texas.

Utility will, by written notice, advise the County of the beginning and completion dates of the adjustment, removal, or relocation, and, thereafter, agrees to perform such work diligently, and to conclude said adjustment, removal, or relocation by the stated completion date. The completion date may, upon advance written notice to the County, be extended by Utility for delays caused by events outside Utility's control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the County or any other party with Utility's ability to proceed with the relocation, or any other event in which Utility has exercised all due care in the prevention thereof so that the causes or other events are beyond the control and without the fault or negligence of Utility. It is expressly understood that Utility conducts the new installation, adjustment, removal, and/or relocation at its own risk, and that the County makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

The Utility and the County, by execution of this Agreement, do not waive or relinquish any right that they may have under the law.

The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

UTILITY:

Utility:

_____
Name of Utility

By: _____
Authorized Signature

_____
Print or Type Name

Title: _____

Date: _____

WILLIAMSON COUNTY:

THE COUNTY OF WILLIAMSON

Executed and approved for the County of Williamson Texas for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by Williamson County.

By: _____
County Judge

Date: _____

Initial	Date	Initial	Date
Williamson County		Utility	

Supplemental to Standard Utility Agreement

Supplemental Agreement No.:

Project Name: Roadway:
Project Letting Date: From:
Utility ID: To:

THIS SUPPLEMENTAL AGREEMENT by and between Williamson County, Texas ("County") and ____ ("Utility") shall be effective upon the date of acceptance and execution by and on behalf of the County.

WHEREAS, the County and Utility executed a Standard Utility Agreement on [Month] [Day], [Year] concerning the adjustment, relocation, or removal of certain of the Utility's facilities;

WHEREAS, said Standard Utility Agreement limits the required scope of work and/or the amount of eligible reimbursement;

WHEREAS, due to newly discovered information by the Utility deemed sufficient by the County, the County and Utility agree that supplementation to the Standard Utility Agreement is necessary; and

WHEREAS, the statement of work contained in the Standard Utility Agreement shall be supplemented to include the reason the supplemental is needed and the change in cost: ____, which is more specifically shown in **Utility**'s plans, specifications, estimated costs, and schedule, which are attached to this supplemental agreement as Attachment "A."

NOW, THEREFORE, BE IT AGREED:

The statement of work contained in the Standard Utility Agreement is supplemented to include the additional adjustment, relocation, or removal found in Attachment "A."

The estimated cost of the adjustment, relocation, or removal is ☐ increased or ☐ decreased to a total of $ ____, or ☐ no change to the Total Cost Estimate. The parties agree that the approval of estimated costs in no way indicates the eligibility of said costs for reimbursement.

All conditions and agreements contained in the Standard Utility Agreement, except those specifically included in this document, remain in effect.

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

UTILITY

Utility: _____

By: _____

Print Name: _____

Title: _____

Date: _____

THE COUNTY OF WILLIAMSON

Executed and approved for the County of Williamson Texas for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by Williamson County.

By: _____
County Judge

Date: _____

Initial	Date	Initial	Date
County		Utility	

Attachment "A"
Plans, Specifications, and Estimated Costs

☐ Not Applicable

Funding Sources
Select all that apply

☐ City of _____

☐ Williamson County, Texas

☐ State of Texas *

☐ Federal *

*Buy America Compliance only applies when State or Federal funding is present.

All material items within the cost estimate that must meet Buy America or Steel and Iron Preference Provision requirements must be indicated with an asterisk (*) on the attached estimate.

☐ Currently, **this Project does not plan to use** iron and steel subject to Buy America requirements. In the event that Buy America regulated materials are used during the construction of this Project, compliance documentation will be provided.

☐ There are non-domestic iron and steel materials in this Project that fall under the De Minimis equation. Calculations showing the total cost does not exceed one-tenth of one percent (0.1%) of the individual utility agreement amount or $2,500.00, whichever is greater is required.

☐ We understand the Buy America Compliance Requirements for iron and steel and will supply the required documentation to the County indicating compliance with this provision. The following documents will be supplied prior to the installation of the materials:

1) Form 1818 - Material Statement
2) Material Test Reports or Certifications

Attachment "B"
Accounting Method

☐ Not Applicable

☐ Actual Cost Method of Accounting

The Utility accumulates cost under a work order accounting procedure prescribed by the Federal or State regulatory body and proposes to request reimbursement for actual direct and related indirect costs.

☐ Lump Sum Method of Accounting

Utility proposed to request reimbursement based on an agreed lump sum amount supported by a detailed cost analysis.

Attachment "C"
Schedule of Work

☐ Not Applicable

Estimated Start Date:

Estimated Duration (days):

Estimated Completion Date:

☐ Joint Bid Construction – Actual construction dates may vary as determined by the Project contractor or the County.

Attachment "D"
Statement Covering Contract Work

☐ Not Applicable

Engineering Contract:

☐ Utility performing with their own forces. (Certified timesheets or ledgers are required at billing.)

☐ Utility will use consultant contract (Continuing contract rate sheets of fee schedule must be attached.)

☐ The County will procure a utility engineering consultant (Engineering rate sheet must be attached.)

Construction Contract:

☐ Utility performing with their own forces. (Certified timesheets or ledgers are required at billing.)

☐ Utility will use outside forces to perform the accommodation. (Complete the Procedure to be used in Contracting Work below.)

☐ The County will complete the accommodation joint-bid as indicated below. (Option D) (WILCO-U-JB also required)

Statement Covering Utility Construction Contract Work

I, [Name], a duly authorized and qualified representative of [Company], hereinafter referred to as Utility, am fully cognizant of the facts and make the following statements in respect to the work which will or may be done on a contract basis as it appears in the estimate (Attachment A), to which this statement is attached.

It is more economical and/or expedient for Utility to contract this accommodation, or Utility is not adequately stated or equipped to perform the necessary work on this Project with its own forces to the extent as indicated on the estimate.

Procedure to be used in Contracting Work:

☐ **Option A:**

Solicitation of bids is to be accomplished through open advertising and contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the

requirements and specifications for the work to be performed. Associated bid tabulations must be provided to the County at billing.

☐ **Option B:**

Solicitation of bids is to be accomplished be circulating to a list of pre-qualified contractors or known qualified contractors who submits a proposal in conformity with the requirements and specifications for the work to be performed. Associated bid tabulations will be provided to the County. Such presently known contractors are listed below: (a list may be attached)

1. _____
2. _____
3. _____

☐ **Option C:**

The work is to be performed under an existing continuing contract under which certain work is regularly performed for Utility and under which the lowest available costs are developed. The existing continuing contract will be made available for the County for review at a location mutually acceptable to the Utility and the County. If only part of the work is to be done under an existing contract, a Continuing Contract Rate sheet must be attached.

☐ **Option D:**

The Utility plans and specifications, with the consent of County, will be included in the construction contract awarded by the County. In the best interest of both the County and Utility, the Utility request the County to include the plans and specifications for this work in the general contract for construction of the Project [Project Name], so that the work may be can be coordinated with the other construction operations; and the construction contract is to be awarded by the County to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed. If this option is chosen, attach form WILCO-U-JB, the terms of which are incorporated herein by reference.

_____ _____
Signature Date

_____
Title

_____ _____ _____ _____
Initial Date Initial Date
County Utility

WILCO-U-JB
Statement Covering Utility Construction Contract Work – In the Williamson County's Project Construction Contract

☐ Not Applicable

Work Responsibilities

A. The (Utility or County) is responsible for engaging the services of a Texas Registered Professional Engineer to prepare drawings and technical specifications for the required accommodations along .

B. The (Utility or County) will develop the plans and specifications for the County to include in the current planning specifications and estimate package being prepared by representatives of the County.

C. The (Utility or County) will secure all necessary permitting as may be required for the installation of the line on behalf of the utility.

D. The (Utility or County) will secure all necessary easements as may be required for the installation of the line on behalf of the utility.

E. The **Utility** shall provide the following services under this Agreement:

i. Responsible for engaging the services of a Texas Registered Professional Engineer to prepare drawings and technical specifications for relocations and adjustments along .

ii. Provide the plans and specifications to the County to include in the current planning specifications and estimate package being prepared by representatives of the Williamson County.

iii. Secure all necessary permitting as may be required for the installation of the line.

iv. Arrange and coordinate with the contractor, through the County, materials and equipment testing, rejection of all work not conforming to minimum requirements of the construction contract documents, maintenance of the proposed during construction, and the relocation of and connection of services to customers.

v. Advise the County of work that Utility determines should be corrected or rejected.

vi. Arrange, observe, and inspect all acceptance testing and notify the County of the results of these activities. Provide inspection services for the construction, notify the County of defects and deficiencies in the work, and observe actions of the contractor to correct such defects and deficiencies.

vii. Assume all responsibility for the maintenance of the existing during and upon completion of the construction contract.

viii. Ensure all Texas Commission on Environmental Quality and all other regulatory rules, regulations and laws are strictly adhered to.

ix. Prepare and submit both a certificate of substantial completion and a list of observed items requiring completion or correction for the relocations and adjustments to the Project Engineer for concurrence.

x. Coordinate all construction activities performed by Utility's staff for the relocations and adjustments through the Project Engineer.

F. The **County** shall provide the following services under this Agreement:

i. Combine the relocation and adjustment plans with the plans being prepared for the Project.

ii. Review and approve the final construction plans prior to any construction-related activities. In order to ensure federal and/or state funding eligibility, projects must be authorized by the County prior to advertising for construction.

iii. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project.

iv. Negotiate and administer all field changes and change orders required for the Project. All change orders increasing construction costs for Utility's Project shall be submitted to Utility for review and approval together with an evaluation. Utility agrees to review and either approve or disapprove all change orders within five (5) business days after receipt of such order unless Utility Board's approval is necessary in which case Utility shall bring the item to Utility Board as soon as reasonably possible.

v. Provide overall project management to supervise the day-to-day activities of the construction and monitor the activities of the contractor to promote the timely and efficient completion of the Project in accordance with the approved Plans and Specifications and construction schedule.

vi. Conduct field observations and coordinate with Utility's inspectors and the contractor to cure defects and deficiencies in the construction prior to final acceptance.

vii. Make timely payment to the contractor for work performed in connection with the Project.

viii. Ensure access and permit Utility's inspectors and other authorized representatives to inspect the construction at all times.

ix. Conduct and coordinate final inspection of the Project in the presence of Utility's Engineer and Inspector, transmit final list of items to be completed or repaired and observe contractor correction of same.

x. Maintain job file.

Attachment "E"
Utility Joint Use Agreement – (WILCO-U-JUA) and/or Utility Installation Request

☐ Not Applicable

☐ Utility Joint Use Agreement (WILCO–U–JUA)

☐ Plans with highlighted areas to be joint used are included.

☐ Utility Installation Review/Permit Number:
The utility must obtain an approved permit before the start of construction inside the County right of way.

☐ Utility Prior Rights Agreement

☐ Plans with prior rights area highlighted are included.

☐ Quit Claim will be submitted at the Final Billing
Area of existing easements to be quit claimed is noted in the plans.

Attachment "F"
Eligibility Ratio

☐ Not Applicable

Eligibility Ratio established: _____ %

☐ Interstate roadway

☐ Non-interstate roadway / project

Initial	Date	Initial	Date
County		Utility	

Attachment "G"
Betterment Calculation and Estimate

☐ Not Applicable

☐ No Betterment

☐ Elective Betterment Ratio established: _____ %

- ☐ Betterment % Calculation is attached
- ☐ Comparative Estimate including betterment and in-kind is attached

☐ Forced Betterment

- ☐ To comply with regulated industry standards, laws, and regulations. (Supporting documentation is attached)
- ☐ To comply with published current design practice followed by the utility in its own work. (Supporting documentation is attached)
- ☐ Due to proposed project design. (Provide explanation below)

Description of Elective Betterment included in this accommodation:

_____

_____

_____

_____

_____

Statement justifying Forced Betterment included in this accommodation:

_____

_____

_____

_____

_____

_____	_____	_____	_____
Initial	Date	Initial	Date
Williamson County		Utility	

Attachment "H"
Proof of Property Interest

☐ Not Applicable

☐ Supporting documentation of compensable property interest that establishes reimbursement eligibility.

☐ Property interest documented through the following applicable affidavits and required attachments are attached.

☒ WILCO-U-Affidavit

☐ Utility Owner
AND
☐ Disinterested Party or Landowner

☐ Pole attachment with utility holding a compensable property interest.

Commissioners Court - Regular Session **85.**

Meeting Date: 03/25/2025

FM 971 Advanced Funding Agreement

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a TxDOT Resolution for an Advanced Funding Agreement for the FM 971 (Granger) project. Funding Source: Road Bond, P688

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

statement

Exhibit b

AFA

Exhibit A

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/20/2025 03:15 PM
Form Started By: Charlie Crossfield		Started On: 03/20/2025 10:23 AM
Final Approval Date: 03/20/2025		

Docusign Envelope ID: 12D1984D-5193-452A-B447-0F76A1592837

Project CSJ: 1202-02-018
LG Name: Williamson County
LG Texas ID No. (TIN): 17460009784
District or Division: 14 AUS
Project Name: FM 971: CR 348 to CR 349

Oversight Level Special Approval
Part A - LG Qualifications Statement

(Local Government Agency management of project development process elements)

Local government (LG) agencies may manage elements of the project development process (environmental, right-of-way acquisition, utility relocation, non-construction, design/bid document preparation, letting and award, and construction/project close-out) with written TxDOT approval. This approval is typically provided by language in the Advance Funding Agreement executed by TxDOT and the LG agency. Part A (pages 1-4) of this form is required to be completed by LG personnel. Upon receipt of completed Part A, the TxDOT district or division will evaluate the LG's capabilities to manage one or more elements of a project using Part B (pages 5-8) for recommendation to the TxDOT's Executive Director.

Describe the following items for the proposed project or program	
Scope of work, project limits and any significant project elements	The scope of work for this Project consists of preliminary engineering (preliminary design, environmental, utilities, right of way), plans, specifications, and estimates (PS&E), construction of intersection improvement with continuous left and right turn lanes and deceleration lanes within the limits of the future Granger High School site on FM 971 from 0.14 miles east of CR 348 to 0.01 miles west of CR 349, in Williamson County, Texas.

LG proposes to manage the following activities for this project:	To be performed by LG with its own staff?	To be performed by consultant under contract with LG?
Environmental	No	Yes
Right-of-way acquisition	No	Yes
Utility relocation	No	Yes
Design and bid document preparation	No	Yes
Letting and award	Yes	No
Construction oversight, inspection, documentation and project close-out	Yes	No
Non-construction	N/A	N/A
Other_____	N/A	N/A

If an activity is not a part of the project, select N/A.

Describe LG's approach to performing the proposed management services for this project.
County Senior Director of Infrastructure, Robert B. Daigh, PE, is serving as Responsible Person in Charge; County has selected engineering firm AtkinsRealis to perform design services; County has selected consulting engineering firm HNTB, which serves as County's Road Bond Program Manager and General Engineering Consultant, to manage consultant contracts, oversee performance of project and invoicing.

Project CSJ: 1202-02-018
LG Name: Williamson County
LG Texas ID No. (TIN): 17460009784
District or Division: 14 AUS
Project Name: FM 971: CR 348 to CR 349

In evaluating a LG request to manage elements of the project development process for projects on the State Highway System or which include TxDOT and/or FHWA funding, 43 TAC §15.52 requires TxDOT to consider specific criteria. The LG is to provide information requested in Items 1 and 2 below. TxDOT district personnel will complete information on the remainder of the evaluation criteria in Part B (pages 5-8).

1. Previous experience of the LG in performing the type of work proposed

Attach an audited financial statement of Local Government Agency for most recent fiscal year. **If TxDOT already has a copy of a Single Audit report or other audited financial statement for a recent year, insert the fiscal year in the box to the right (submittal of an additional audit is not required).**	2023

Please provide information on up to two similar, completed projects managed or performed by the LG in the past 5 years.

PROJECT A

Name of previously completed project	0151-03-041 SH 29 Intersection at CR 200 / Loop 332 (Seward Junction)			
Describe type of work	LG managed and funded on-system project, included design, environmental, ROW acquisition, utility relocation, and construction. SH 29 Intersection at CR 200 / Loop 332: Design and construction of eastbound and westbound turn lanes (roadway widening) along SH 29 approaching CR 200, widening of CR 200 up to the CapMetro Railroad, and widening (addition of turn lanes on Loop 332 approaching SH 29) of Loop 332. ROW was acquired along CR 200.			
Describe any complex items of work	During construction a phased traffic control plan was implemented at the signalized intersection to maintain traffic flow through shifting traffic patterns. An 8-inch diameter waterline was relocated. Drainage and driveway improvements were constructed along SH 29 as part of the project.			
Construction cost	Estimated:	$1,570,274.73	Actual:	$1,650,685.55
Letting date	Scheduled:	7/31/2018	Actual:	7/31/2018
Contract time	Scheduled:	180 calendar days	Actual:	213 calendar days
LG management activities performed by LG personnel	Responsible Person in Charge - maintained familiarity with day-to-day project operations, participated in decisions about change orders, reviewed the project regularly, reviewed financial processes, transactions and documentation, and directed the project staff.			
LG management activities performed by consultants	Design, environmental, utility coordination, ROW acquisition, construction oversight, contract management, invoice preparation.			
Name of current LG employee contact who worked on project	Robert B. Daigh, PE		Phone #	512-943-3330
			Email	bdaigh@wilco.org

Project CSJ: 1202-02-018
LG Name: Williamson County
LG Texas ID No. (TIN): 17460009784
District or Division: 14 AUS
Project Name: FM 971: CR 348 to CR 349

PROJECT B

Name of previously completed project	0151-04-070 US 183 at Intersection of CR 259			
Describe type of work	LG managed and funded on-system project, included design, environmental, ROW acquisition, utility relocation, and construction. Design and Construction of westbound and eastbound turn lanes and crossover. The project included intersection and operational improvements consisting of construction of median and left turn, earthwork. grading, base, surfacing and drainage structures.			
Describe any complex items of work	During construction, phased traffic control was implemented to maintain on traffic on a 5 lane arterial with heavy traffic, through shifting patterns. Additionally traffic control and barricades were required to isolate and protect work zone between median divided mainlanes. The project included traffic signal modifications, utility coordination and relocation of water and telecommunication utilities, maintaining access for businesses, coordination with TxDOT during construction.			
Construction cost	Estimated:	$850,000	Actual:	$833,750.03
Letting date	Scheduled:	1/16/2019	Actual:	9/6/2019
Contract time	Scheduled:	600 days	Actual:	684 days
LG management activities performed by LG personnel	Responsible Person in Charge - maintained familiarity with day-to-day project operations, participated in decisions about change orders, reviewed the project regularly.			
LG management activities performed by consultants	Design, environmental, utility coordination, ROW acquisition, construction oversight, contract management, invoice preparation.			
Name of current LG employee contact who worked on project	Robert B. Daigh, PE		Phone #	Robert B. Daigh, PE
			Email	bdaigh@wilco.org

2. The capability of the LG to perform the type of work proposed or to award and manage a contract for that work in a timely manner, consistent with federal, state, and Department regulations, standards, and specifications

Please describe the LG's proposed personnel.

Name of person to serve in the position of Responsible Person in Charge	Robert B. Daigh, PE	Position/ Title	Sr Director of Infrastructure

a. Must be full-time employee of LG;

b. Must be able to administer project activities (cost, time, scope, adherence to contract requirements, construction quality, etc.);

c. Must maintain familiarity with day-to-day project operations (including project safety);

d. Must make or participate in decisions about change orders or supplemental agreements;

e. Must visit and review the project regularly;

f. Must review financial processes, transactions and documentation; and

g. Must direct his/her project staff (agency or consultant) at all stages of the project.

Docusign Envelope ID: 12D1984D-5193-452A-B447-0F76A1592837

Project CSJ: 1202-02-018
LG Name: Williamson County
LG Texas ID No. (TIN): 17460009784
District or Division: 14 AUS
Project Name: FM 971: CR 348 to CR 349

Name of person to serve as Project Manager	Christen Eschberger, PE	Position/ Title	Vice President, HNTB

a. Responsible for daily oversight of the project;

b. Primary point of communication with TxDOT for day-to-day matters;

c. May be same person as Responsible Person in Charge; and

d. May be local government employee or consultant.

Project Manager's previous experience on projects of similar type, complexity and cost	Ms. Eschberger has served as the PM on many Williamson County projects, including the following similar LG managed and funded on-system projects: 0683-01-079 RM 620 Safety Improv (Design, Env, ROW/Utility,Constr.) 1566-01-012 FM 1660@ Landfill Rd (Design, Env, ROW/Utility, Constr.) 0151-03-036 SH 29 Two-Way Left Tum Lane (Design, Env, Utility,Constr.)
Project Manager's previous experience on TxDOT and/or FHWA-funded projects	Ms. Eschberger is responsible for overseeing design, env, utility, ROW, and construction of Williamson County Road Bond and Pass Through projects, including the following projects with state/federal funds: 0015-08-128 IH 35 NB Frontage Rd (Design, Env, ROW/Utility, Constr.) 0204-02-027 US 79 Section 3 (Design, Env, ROW/Utility, Construction) 0151-04-063 US 183 (Design, Env, ROW/Utility, Construction) 0914-05-172 CR 351 @ Donahoe Creek (Design, Env, ROW/Utility) 2211-01-023 RM 2338 (Design, Env, ROW/Utility, Construction)

Name of person to serve in the position of Qualified Person	Christen Eschberger, PE	Position/ Title	Vice President, HNTB

a. Must have completed TxDOT-required LGPP training prior to obligation of federal funds as outlined in the AFA;

b. May be same person as Responsible Person in Charge or Project Manager; and

c. May be LG employee or consultant.

Qualified Person's previous experience on projects of similar type, complexity and cost	Ms. Eschberger has served as the PM on many Williamson County projects, including the following similar LG managed and funded on-system projects: 0683-01-079 RM 620 Safety Improv (Design, Env, ROW/Utility,Constr.) 1566-01-012 FM 1660@ Landfill Rd (Design, Env, ROW/Utility, Constr.) 0151-03-036 SH 29 Two-Way Left Tum Lane (Design, Env, Utility,Constr.)
Qualified Person's previous experience on TxDOT and/or FHWA-funded projects	Ms. Eschberger is responsible for overseeing design, env, utility, ROW, and construction of Williamson County Road Bond and Pass Through projects, including the following projects with state/federal funds: 0015-08-128 IH 35 NB Frontage Rd (Design, Env, ROW/Utility, Constr.) 0204-02-027 US 79 Section 3 (Design, Env, ROW/Utility, Construction) 0151-04-063 US 183 (Design, Env, ROW/Utility, Construction) 0914-05-172 CR 351 @ Donahoe Creek (Design, Env, ROW/Utility) 2211-01-023 RM 2338 (Design, Env, ROW/Utility, Construction)

Information submitted by:

LG representative signature

2/25/25
Date

PLEASE
& I

Robert B. Daigh, P.E.
LG representative printed name

Senior Director of Infrastructure
LG representative title

Docusign Envelope ID: 12D1984D-5193-452A-B447-0F76A1592837

Project CSJ: 1202-02-018
LG Name: Williamson County
LG Texas ID No. (TIN): 17460009784
District or Division: 14 AUS
Project Name: FM 971: CR 348 to CR 349

Oversight Level Special Approval
Part B - TxDOT Evaluation and Special Approval of LG Qualifications
(Local Government Agency management of project development process elements)

Local government (LG) agencies may manage elements of the project development process (environmental, right-of-way acquisition, utility relocation, non-construction, design/bid document preparation, letting and award, and construction/project close-out) with written TxDOT approval. This approval is typically provided by language in the Advance Funding Agreement executed by TxDOT and the LG. Completion of Part A - LG Qualifications Statement and this Part B - TxDOT Evaluation and Special Approval of LG Qualifications are required for TxDOT to authorize the LG to manage one or more elements of a project.

In approving a LG request to perform construction on the State Highway System (regardless of funding type) or manage elements of the project development process and be reimbursed with TxDOT and/or FHWA funding, 43 TAC §15.52 requires TxDOT to consider specific criteria. TxDOT district or division personnel shall review Part A (pages 1-4), provide supplemental information by fully completing Part B (pages 5-8), and based upon a determination of the adequacy of the LG's project delivery systems and accounting controls, recommend an appropriate role for the LG in project delivery and set a minimum oversight level on page 7 of this form.

43 TAC §15.52 regulations require the approval of the Executive Director (or authorized designee) for the LG to manage projects in the following cases:

	Applies
Any project on the State Highway System that improves freeway main lanes	Yes
A roadway construction project that is to be on the State Highway System for which less than 50% of the funds come from sources other than federal or state highway funding	No

1. Department resources available to perform or manage the project in an efficient and timely manner

Describe any Department resource constraints that suggest the LG management of project development activities is in the best interest of TxDOT and the LG.	TxDOT is constrained by limited availability of personnel for developing, managing, and coordinating the various project development activities for this project. The LG has developed the project to this point and is most familiar with all aspects of the project.

2A. LG's previous experience in performing the type of work proposed

In Section 1 of Part A (beginning on page 2), the LG submitted information on up to two similar projects completed in the past 5 years managed or performed by the LG. Please designate if these previous projects are comparable or not to the proposed new project.

	Yes/No
Project A Comparable	Yes
Project B Comparable	Yes

TxDOT Overall Risk Score of LG Agency: A
(For definition of Overall Risk Score ratings, see page 9)

Date of Score: 3/9/23

Project CSJ: 1202-02-018
LG Name: Williamson County
LG Texas ID No. (TIN): 17460009784
District or Division: 14 AUS
Project Name: FM 971: CR 348 to CR 349

2B. District or Division evaluation of LG capability to perform type of work proposed based on past projects identified above and other previous projects with TxDOT and/or FHWA funding

Please describe the LG's performance.

a. Timeliness and quality in acquisition of right of way	LG has the capacity to perform timely and quality work on acquisition of ROW.
b. Timeliness and quality in relocation of utilities	LG has the capacity to perform timely and quality work on utility relocation.
c. Timeliness and quality of preparing environmental documents and obtaining required permits and clearances	LG has managed preparation of environmental documents and has met goals in a timely manner in previous projects.
d. Timeliness and quality of project design and developing contract documents	LG has managed preparation of design and contract documents and has met goals in a timely manner in previous projects.
e. Timeliness and quality of letting and awarding construction contract	LG is experienced in the letting and contract award process.
f. Quality of performance in managing construction contractor and contract change orders	LG has displayed successful contract management.
g. Quality of performance in project inspection and documentation during construction	In past projects, LG met performance goals for project inspection and documentation.
h. Timeliness and quality of reimbursement requests throughout project	LG has responded in a timely manner to reimbursement requests.
i. Timeliness and quality of project close-out after project acceptance	LG is experienced in the process and has responded in a timely manner for past projects.
j. Timeliness of submitting supplemental funding when required	LG has responded in a timely manner for past projects.
k. Timeliness and adequacy in responding to audits	LG has responded in a timely manner for past projects and has been responsive to requests for information.

Project CSJ: 1202-02-018
LG Name: Williamson County
LG Texas ID No. (TIN): 17460009784
District or Division: 14 AUS
Project Name: FM 971: CR 348 to CR 349

3. Percentage of total project costs provided by federal, state, and local government

List the estimated distribution of project costs. ***Should align with the Budget in the AFA; *percentages may not match when comparing funding categories to overall totals.***

	Total	*Federal*	*State*	*Local*
Environmental ($)	$10,000.00			$10,000.00
Right of Way ($)	$0.00			
Utilities ($)	$10,000.00			$10,000.00
Engineering ($)	$159,991.00			$159,991.00
Construction ($)	$1,475,000.00			$1,475,000.00
Non-Construction ($)	$0.00			
Direct State Costs ($)	$37,751.00		$37,751.00	
Indirect State Costs ($)	$87,549.00		$87,549.00	
Total ($)	$1,780,291.00	$0.00	$125,300.00	$1,654,991.00
Total (%)*	100.00%	0.00%	7.04%	92.96%

If needed, provide additional notes for consideration regarding explanation of project costs. ***(Optional)***

4. Cost effectiveness of local performance of the work as compared to the department's performance of the project

On federally funded projects, FHWA holds TxDOT entirely responsible for successful project delivery, including the proper acquisition of right of way, utility relocation, environmental, design, construction, and project close-out. LG management of the project requires the LG performance of activities plus TxDOT oversight to assure compliance with all federal and state requirements.

Explain why it is advantageous for successful delivery of this project for the LG to manage the proposed elements of project development.	The LG is familiar with this project location within their jurisdiction and has interest in meeting requirements of the LG program.

5. Any other considerations relating to the benefit of the state, the traveling public, and the operations of the Department

Please list any additional items to be considered in TxDOT's evaluation that are of benefit to the state, the traveling public, and the operations of the Department to allow the LG to manage the proposed elements of the project development process.	This project will provide improvements on TxDOT roadway. The benefits of the County managing this project include a better understanding and communication related to the issues affecting the project and the public.

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Project CSJ: 1202-02-018
LG Name: Williamson County
LG Texas ID No. (TIN): 17460009784
District or Division: 14 AUS
Project Name: FM 971: CR 348 to CR 349

Special approval for LG to manage the following items:

Environmental	Yes	ROW acquisition	Yes	Non-construction	Select (
Design/PS&E	Yes	Utility relocation	Yes		Select (
Letting & award	Yes	Construction	Yes	None	Select (

Based upon review of Part A and completion of Part B, the District or Division determines the LG has adequate project delivery systems and sufficient accounting controls. Therefore, I (District Engineer/Division Director) recommend the Executive Director provides special approval to the LG performing the above marked project delivery items. The District or Division commits to providing an appropriate level of oversight of the LG activities to maximize compliance with applicable federal and state laws and regulations.

The District or Division will provide oversight (as defined on page 9):
☒ Level 1
☐ Level 2
☐ Level 3

Form Completed By:

DocuSigned by: Michelle Meaux 0D5D5ADE1E894DD...
TxDOT employee signature

3/3/2025
Date

Recommendation for approval:

DocuSigned by: Tucker Runyan 78074E8CB5244BE...
District Engineer or Division Director signature

3/4/2025
Date

Special approval:

Executive Director or delegated authority signature

Date

Docusign Envelope ID: 12D1984D-5193-452A-B447-0F76A1592837

Project CSJ: 1202-02-018
LG Name: Williamson County
LG Texas ID No. (TIN): 17460009784
District or Division: 14 AUS
Project Name: FM 971: CR 348 to CR 349

Local Government Projects – Risk Assessment

LG Risk Rating Definitions

Low level of risk to TxDOT	A
Moderate level of risk to TxDOT	B
High level of risk to TxDOT	C
Unacceptable level of risk to TxDOT	D

Oversight Levels

Level 1 Oversight – Relatively Low Risk Non-construction Projects and Very Low Risk Construction Projects

Level 2 Oversight – Higher Risk Non-construction Projects and Low to Moderate Risk Construction Projects

Level 3 Oversight – Higher Risk Construction Projects

TxDOT District Oversight Activity[1]	Minimum Frequency[2] Level of Oversight		
	1	2	3
LG submit and TxDOT review project reports	Quarterly	Monthly	Monthly
TxDOT host project review/coordination meetings with LG	Quarterly	Monthly	Semi-monthly
TxDOT conduct worksite/project site visits	Annually[3]	Monthly	Weekly
TxDOT review LG project documentation/records	Annually[3]	Monthly	Monthly
LG submit and TxDOT review and approve reimbursement requests	Monthly	Monthly	Monthly

[1] Refer to TxDOT LG Project Management Guide for additional details on oversight activities

[2] Greater frequency may be at District or Division discretion

[3] Minimum of two times

CCSJ #	1202-02-018		
AFA CSJs	1202-02-018		
District #	14	AFA ID	Z00011168
Code Chart 64 #	50246		
Project Name	FM 971 - CR 348 to CR 349		

ATTACHMENT B
PROJECT BUDGET

Costs will be allocated based on applicable Local Government funding until Local Government funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	State Participation		Local Participation	
		%	Cost	%	Cost
Engineering (by Local Government)	$169,991	0%	$0	100%	$169,991
Environmental (by Local Government)	$10,000	0%	$0	100%	$10,000
Construction (by Local Government)	$1,475,000	0%	$0	100%	$1,475,000
Subtotal	$1,654,991		$0		$1,654,991
Environmental Direct State Costs	$3,775	100%	$3,775	0%	$0
Right of Way Direct State Costs,	$944	100%	$944	0%	$0
Engineering Direct State Costs	$5,663	100%	$5,663	0%	$0
Utility Direct State Costs	$944	100%	$944	0%	$0
Construction Direct State Costs	$26,425	100%	$26,425	0%	$0
Indirect State Costs 5.29%	$87,549	100%	$87,549	0%	$0
TOTAL	$1,780,291		$125,300		$1,654,991

Initial payment by the Local Government to the State: $0
Payment by the Local Government to the State before construction: $0
Estimated total payment by the Local Government to the State $0
This is an estimate. The final amount of Local Government participation will be based on actual costs.

CCSJ #	1202-02-018		
AFA CSJs	1202-02-018		
District #	14	AFA ID	Z00011168
Code Chart 64 #	50246		
Project Name	FM 971 - CR 348 to CR 349		

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
Locally Funded Roadway Improvement Project
On-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **County of Williamson**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the State and Local Government do not anticipate that federal funds will be used for the Project governed by this Agreement; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116522** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **intersection and operational improvement on FM 971 at County Road 349 in Williamson County**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **{Enter Date of Resolution}**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order. A map showing the Project location appears in Attachment A, Location Map Showing Project, (Attachment A) which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows

CCSJ #	1202-02-018		
AFA CSJs	1202-02-018		
District #	14	AFA ID	Z00011168
Code Chart 64 #	50246		
Project Name	FM 971 - CR 348 to CR 349		

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	**Local Government***	Utilities	Article 8
2.	**Local Government**	Environmental Assessment and Mitigation	Article 9
3.	**Local Government**	Architectural and Engineering Services	Article 12
4.	**Local Government**	Construction Responsibilities	Article 13
5.	**Local Government***	Right of Way and Real Property	Article 15

An asterisk next to the party responsible for specific work in the above table indicates that the associated specific work is not anticipated as part of the Project and is therefore not included in the budget; however, the party indicated will be responsible for that specific work if that work is not the subject of another agreement and the State determines that the specific work has become necessary to successful completion of the Project.

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for this Project consists of preliminary engineering (preliminary design, environmental, utilities, right of way), plans, specifications, and estimates (PS&E), construction of intersection improvement with continuous left and right turn lanes and deceleration lanes within the limits of the future Granger High School site from 0.14 miles east of CR 348 to 0.01 miles west of CR 349, in Williamson County, Texas as shown on Attachment A.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget, (Attachment B) which is attached to and made a part of this Agreement.

A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

B. The expected cash contributions from the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission.

C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.

D. The State will be responsible for securing the State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

E. The Local Government will be responsible for all non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.

F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding or the periodic payment schedule, when periodic payments have been approved by the State.

G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.

H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.

K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

L. The State will not pay interest on any funds provided by the Local Government.

M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.

N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.

O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred the State may refuse to reimburse the Local Government for those costs.

P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government or the State for these work items will be promptly paid by the owing party.

Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of this Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

A. The Agreement is terminated in writing with the mutual consent of the parties;

B. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;

C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or

D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or

E. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against state funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

CCSJ #	1202-02-018		
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7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with applicable environmental laws. The party named in article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
B. The cost of any environmental problem's mitigation and remediation.
C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of Project schematic.
D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Procurement Standards

For projects being managed by the Local Government and on the State highway system or that include state funding, the Local Government must obtain approval from the State for its proposed procurement procedure for the selection of a professional services provider, a contractor for a construction or maintenance project, or a materials provider.

12. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the state highway system, the design shall, at a minimum conform to applicable State

manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with Texas Government Code 2254, Subchapter A. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional service contracts must be reviewed and approved by the State prior to execution by the Local Government.

13. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. Projects must be authorized by the State prior to advertising for construction.

B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.

C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.

D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.

E. If the Local Government is the responsible party, the State must review and approve change orders.

F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.

G. Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.

14. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the state highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

15. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.

B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.

C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property

Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.

D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.

E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.

F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.

G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.

I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after

completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

16. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

17. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	**State:**
County of Williamson ATTN: County Judge 710 S. Main Street, Ste. 101 Georgetown, TX 78626	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

18. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

19. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

20. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, of photocopy reproduction on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

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Project Name	FM 971 - CR 348 to CR 349		

21. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

22. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in the Texas Uniform Grant Management Standards.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State and the Local Government, or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of completion of work defined under this Agreement or until any impending litigation, or claims are resolved. Additionally, the State and the Local Government and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Audit

Pursuant to Texas Government Code § 2262.154, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

26. Historically Underutilized Business (HUB) and Small Business Enterprise (SBE) Requirements

For projects with State funds and no federal funds, the Local Government will be required to follow the provisions of Texas Transportation Code §201.702 and 43 TAC §§9.354-9.355 (HUB) and §§9.314-9.315 (SBE). The Local Government must incorporate project goals approved by TxDOT into project documents before advertising for receipt of bids. Contractors must select HUBs and SBEs from TxDOT-approved or maintained sources. The Local Government will provide monthly updates of HUB/SBE (as appropriate) participation and report final accomplishments to TxDOT for credit to overall program goals.

For projects with no state or federal funds that are not on the state or federal highway systems, the Local Government should follow its own local or specific ordinances and procedures. Local Governments are encouraged to use HUBs and SBEs from TxDOT-approved or maintained sources. The Local Government must also report final HUB accomplishments to TxDOT for credit to overall program goals.

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27. Debarment Certifications

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

28. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).

C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not).

H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

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29. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated under that party's signature.

THE STATE OF TEXAS	THE LOCAL GOVERNMENT
Signature	Signature
Typed or Printed Name	Typed or Printed Name
Typed or Printed Title	Typed or Printed Title
Date	Date

CCSJ #	1202-02-018		
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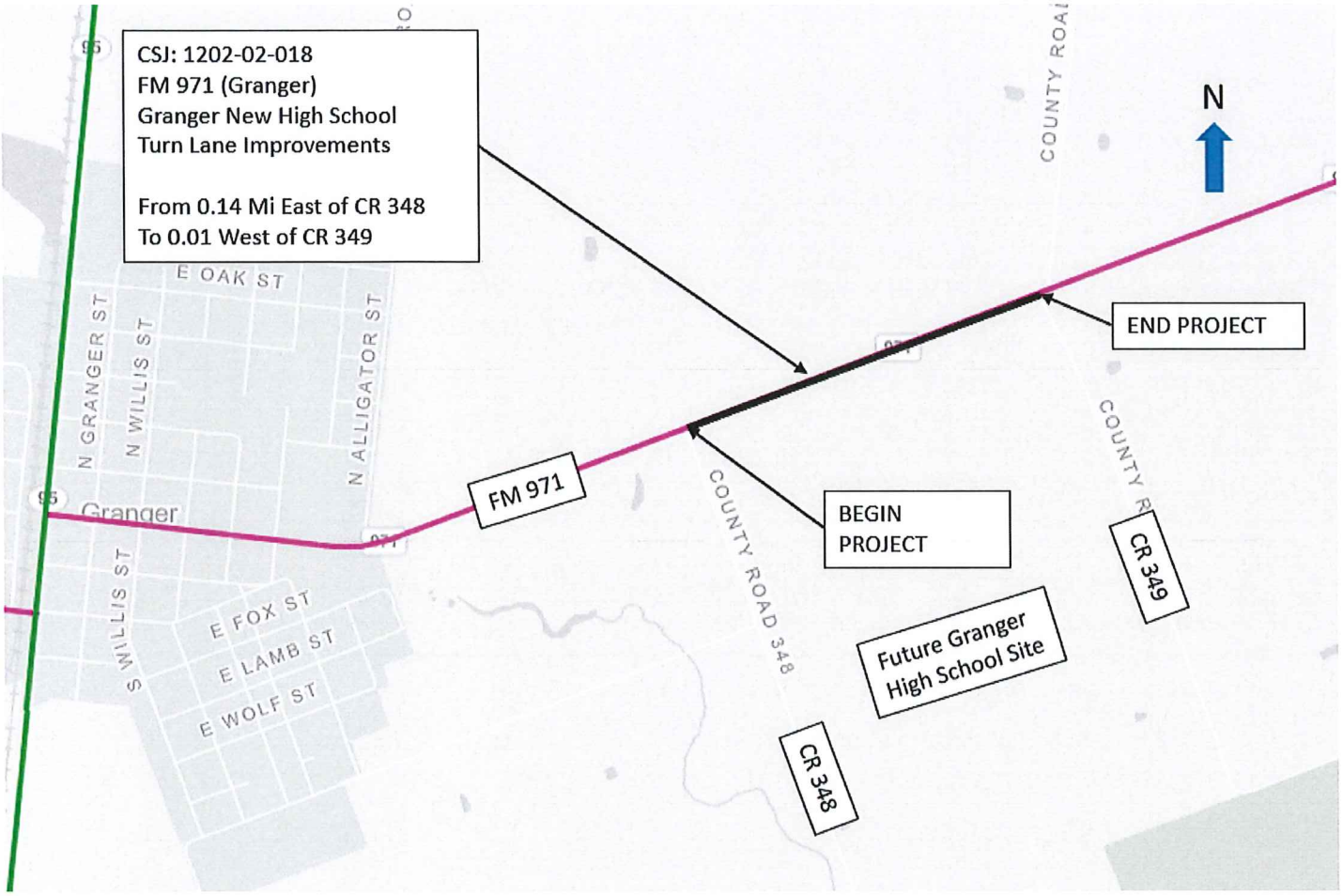
ATTACHMENT A
LOCATION MAP SHOWING PROJECT



Commissioners Court - Regular Session **86.**

Meeting Date: 03/25/2025

FM 971 Advanced Funding Resolution

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Resolution approving an Advanced Funding Agreement with TxDOT for the proposed FM 971 (Granger) turn lane improvement project. Funding Source: Road Bond, P688

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/20/2025 03:15 PM
Form Started By: Charlie Crossfield		Started On: 03/20/2025 10:36 AM
Final Approval Date: 03/20/2025		

CCSJ #		1202-02-018	
AFA CSJs		1202-02-018	
District #	14	AFA ID	Z00011168
Code Chart 64 #		50246	
Project Name		FM 971 - CR 348 to CR 349	

STATE OF TEXAS * *THE COMMISSIONERS COURT OF*

COUNTY OF WILLIAMSON * *WILLIAMSON COUNTY, TEXAS*

KNOW ALL MEN BY THESE PRESENT that on this, the ____th day of _____ 2025, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, Texas and at said meeting, among other business, the Court considered the following.

RESOLUTION:

WHEREAS, an Advance Funding Agreement with TXDOT for the Project, generally described as **intersection and operational improvement on FM 971 from County Road 348 to County Road 349** in Williamson County, Texas.

Now therefore, the Williamson County Commissioners Court does hereby approve the agreement with the Texas Department of Transportation for the Project referenced above. The County Judge or Presiding Officer is authorized to execute all documents necessary to complete this transaction.

RESOLVED this ___ day of _____, 2025.

_____

Presiding Officer

Attest:

_____

Nancy E. Rister, County Clerk

Commissioners Court - Regular Session **87.**

Meeting Date: 03/25/2025

AB Epcor

Submitted By: Hal Hawes, General Counsel

Department: General Counsel

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the engagement of the law firm of Armbrust & Brown, PLLC to represent Williamson County in relation to legal matters relating to EPCOR Utilities Inc. and its affiliates; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Armbrust & Brown Engagement - EPCOR

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/14/2025 03:55 PM
Form Started By: Hal Hawes		Started On: 03/14/2025 03:41 PM
Final Approval Date: 03/14/2025		

ARMBRUST & BROWN, PLLC

ATTORNEYS AND COUNSELORS

100 CONGRESS AVENUE, SUITE 1300
AUSTIN, TEXAS 78701-2744
512-435-2300

FACSIMILE 512-435-2360

DAVID KING
(512) 435-2305
dking@abaustin.com

March 14, 2025

VIA EMAIL
Williamson County, Texas
C/O: Hal C. Hawes,
General Counsel
Williamson County Commissioners Court
401 W. 6th Street
Georgetown, Texas 78626
hal.hawes@wilcotx.gov

RE: EPCOR Utilities Inc. and its affiliates

Dear Mr. Hawes:

Scope. This engagement letter, if accepted, will serve as the agreement by which Armbrust & Brown, PLLC ("A&B") will represent Williamson County, Texas, ("you") in regard to the above referenced matter. The terms of this engagement letter shall also apply, however, to any additional representation or legal service that A&B may agree to provide to you in the absence of a separate written agreement for such services or representation. Although we will endeavor to achieve a satisfactory result in this representation, it is understood that A&B makes no promises or guarantees concerning the outcome, and cannot do so.

Fees. You agree to pay A&B fees for its services and reimbursement for its expenses in this representation as described below. A&B will charge fees for services based on time spent by lawyers and legal assistants working on this representation, at hourly rates that vary based on the experience and expertise of the person performing the work. We revise our standard hourly fee schedule from time to time, and typically every year. I will be the A&B attorney primarily responsible for this engagement, with assistance from Jeff Hobbs, and it is possible that other work on this matter may be completed by other attorneys or legal assistants under my supervision. My rate and Jeff Hobbs' rate for this matter will be $500/hour. For other attorneys or legal assistants, rate classifications are $500/hour for senior partners, $450/hour for other partners, $350/hour for associates, and $200/hour for legal assistants.

Expenses. In addition to fees, A&B will charge for reimbursement of expenses it incurs in this representation. These expenses may include teleconference charges, copy costs, postage and delivery charges, travel expenses, filing fees, expert witness fees, costs for depositions and hearing transcripts, computerized research, document identification and imaging costs, computer database expenses, and other litigation expenses. For disbursements of $500 or more, A&B may request

that the supplier of the goods or services bill you directly, and you agree to promptly pay amounts billed.

A&B will keep records of its time and expenses, and will normally send a statement each month, or at such other frequency as may be convenient, showing fees for work done during the previous period, plus reimbursable expenses that were paid during the previous period. You agree to make payment promptly following receipt of each statement by means of checks or drafts payable to "Armbrust & Brown, PLLC." If any statement remains unpaid for more than 30 days A&B may, consistent with ethical obligations and applicable judicial requirements, cease performing services until satisfactory arrangements for payment have been made.

Client Document Retention. To the extent this matter involves litigation, please note that you have strict legal obligations to preserve relevant information, including halting the automatic operation of document destruction processes, such as the routine deletion of emails and other electronic files. By signing this engagement letter you agree to take immediate, reasonable and necessary steps to ensure that documents (including electronic information) relating to any ongoing or anticipated litigation made the subject of this representation are preserved and not destroyed, and to notify us if you believe that any relevant information has been lost or destroyed. Our attorneys and litigation technology staff are available to answer questions and provide assistance in this regard.

Other A&B Clients. We have reviewed our client/matter information against the information provided by you, and to the best of our present knowledge, we are aware of no actual or potential conflict in A&B proceeding with this representation.

This engagement restricts A&B's future ability to take a position adverse to you in a related legal matter (*i.e.*, the subject dispute with EPCOR Utilities Inc.). A&B represents a broad base of clients in a wide variety of legal matters. As a result, it is possible that in a current or future legal matter unrelated to this engagement, you could be in a position adverse to another A&B client. You agree that A&B may represent other clients whose interests are adverse to you, including in litigation, business negotiations, transactions, including all real estate and real estate entitlement matters, or any other legal matters, provided such other representation is not substantially related to A&B's representation of you in this engagement. You further agree that A&B's representation of you in this engagement will not entail you providing A&B any confidential information or data concerning you that A&B could use on behalf of any present or future client in matters unrelated to this engagement, and you agree that A&B's receipt of information or data concerning you in connection with this representation shall not restrict A&B from representing any clients in matters unrelated to this engagement.

A&B Document Retention. A&B has a document retention policy with respect to client files. Subject to certain exceptions, once a file is closed in a particular matter, it is A&B's general policy to retain the file for a minimum of ten years, after which time it may be destroyed. We will share with you the specifics of A&B's client file retention policy at your request.

Communication. It is important that we maintain a good working relationship, and we take pride in maintaining good working relationships with our clients. If you become dissatisfied with

any aspect of A&B's representation, please bring it to our attention immediately. It is our belief that most problems can be resolved by a frank and good faith discussion between us.

Terminable at will. You may terminate this engagement by written notice at any time. A&B reserves the right to withdraw from this engagement, subject to our ethical obligations and applicable judicial requirements. Otherwise, this engagement will terminate upon the completion of the legal services described above.

Miscellaneous. In the event of any dispute under or concerning this letter agreement or A&B's representation of you, the exclusive venue for any litigation shall be in Travis County, Texas. This engagement letter contains the entire agreement between you and A&B regarding this representation, and supersedes all previous agreements and understandings, if any, whether oral or written, regarding this representation. In agreeing to this engagement, you agree that you not relying on any promise, statement, or representation by A&B that is not contained in this letter.

To confirm your agreement to these terms of A&B's representation, please sign this letter and return it to us. If this letter does not accurately describe the terms of this engagement and the services that you believe A&B has agreed to provide, please notify me immediately. Also, if you do not understand anything in this letter, or you want more information or clarification, please contact me before you sign this letter.

A copy of this letter should be retained in your files. Please contact me promptly if you have any questions about this letter or any other aspect of A&B's engagement in this matter. I look forward to working with you.

Sincerely,

ARMBRUST & BROWN, PLLC



By: _____
David A. King

Accepted:

Williamson County, Texas

By: _____

Title:_____

Date: _____

Address to be invoiced:

_____
By Email To: hal.hawes@wilcotx.gov

Commissioners Court - Regular Session **88.**

Meeting Date: 03/25/2025

AB Tx Ess Housing

Submitted By: Hal Hawes, General Counsel

Department: General Counsel

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the engagement of the law firm of Armbrust & Brown, PLLC to represent Williamson County in relation to Cause No. 24-0022-C395; Texas Essential Housing Public Facility Corporation v. Williamson Central Appraisal District, In the 395th Judicial District, Williamson County, Texas; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Armbrust & Brown Engagement - Tx Essential

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/14/2025 03:56 PM
Form Started By: Hal Hawes		Started On: 03/14/2025 03:43 PM
Final Approval Date: 03/14/2025		

ARMBRUST & BROWN, PLLC

ATTORNEYS AND COUNSELORS

100 CONGRESS AVENUE, SUITE 1300
AUSTIN, TEXAS 78701-2744
512-435-2300

FACSIMILE 512-435-2360

DAVID KING
(512) 435-2305
dking@abaustin.com

March 14, 2025

VIA EMAIL
Williamson County, Texas
C/O: Hal C. Hawes,
General Counsel
Williamson County Commissioners Court
401 W. 6th Street
Georgetown, Texas 78626
hal.hawes@wilcotx.gov

RE: Cause No. 24-0022-C395; *Texas Essential Housing Public Facility Corporation v. Williamson Central Appraisal District*, In the 395th Judicial District, Williamson County, Texas

Dear Mr. Hawes:

Scope. This engagement letter, if accepted, will serve as the agreement by which Armbrust & Brown, PLLC ("A&B") will counsel Williamson County, Texas, ("you") in regard to the above referenced matter. The terms of this engagement letter shall also apply, however, to any additional representation or legal service that A&B may agree to provide to you in the absence of a separate written agreement for such services or representation. Although we will endeavor to achieve a satisfactory result in this representation, it is understood that A&B makes no promises or guarantees concerning the outcome, and cannot do so.

Fees. You agree to pay A&B fees for its services and reimbursement for its expenses in this representation as described below. A&B will charge fees for services based on time spent by lawyers and legal assistants working on this representation, at hourly rates that vary based on the experience and expertise of the person performing the work. We revise our standard hourly fee schedule from time to time, and typically every year. I will be the A&B attorney primarily responsible for this engagement, with assistance from Jeff Hobbs, and it is possible that other work on this matter may be completed by other attorneys or legal assistants under my supervision. My rate and Jeff Hobbs' rate for this matter will be $500/hour. For other attorneys or legal assistants, rate classifications are $500/hour for senior partners, $450/hour for other partners, $350/hour for associates, and $200/hour for legal assistants.

Expenses. In addition to fees, A&B will charge for reimbursement of expenses it incurs in this representation. These expenses may include teleconference charges, copy costs, postage and delivery charges, travel expenses, filing fees, expert witness fees, costs for depositions and hearing

transcripts, computerized research, document identification and imaging costs, computer database expenses, and other litigation expenses. For disbursements of $500 or more, A&B may request that the supplier of the goods or services bill you directly, and you agree to promptly pay amounts billed.

A&B will keep records of its time and expenses, and will normally send a statement each month, or at such other frequency as may be convenient, showing fees for work done during the previous period, plus reimbursable expenses that were paid during the previous period. You agree to make payment promptly following receipt of each statement by means of checks or drafts payable to "Armbrust & Brown, PLLC." If any statement remains unpaid for more than 30 days A&B may, consistent with ethical obligations and applicable judicial requirements, cease performing services until satisfactory arrangements for payment have been made.

Client Document Retention. To the extent this matter involves litigation, please note that you have strict legal obligations to preserve relevant information, including halting the automatic operation of document destruction processes, such as the routine deletion of emails and other electronic files. By signing this engagement letter you agree to take immediate, reasonable and necessary steps to ensure that documents (including electronic information) relating to any ongoing or anticipated litigation made the subject of this representation are preserved and not destroyed, and to notify us if you believe that any relevant information has been lost or destroyed. Our attorneys and litigation technology staff are available to answer questions and provide assistance in this regard.

Other A&B Clients. We have reviewed our client/matter information against the information provided by you, and to the best of our present knowledge, we are aware of no actual or potential conflict in A&B proceeding with this representation.

This engagement restricts A&B's future ability to take a position adverse to you in a related legal matter (*i.e.*, a matter relating to the subject lawsuit). A&B represents a broad base of clients in a wide variety of legal matters. As a result, it is possible that in a current or future legal matter unrelated to this engagement, you could be in a position adverse to another A&B client. You agree that A&B may represent other clients whose interests are adverse to you, including in litigation, business negotiations, transactions, including all real estate and real estate entitlement matters, or any other legal matters, provided such other representation is not substantially related to A&B's representation of you in this engagement. You further agree that A&B's representation of you in this engagement will not entail you providing A&B any confidential information or data concerning you that A&B could use on behalf of any present or future client in matters unrelated to this engagement, and you agree that A&B's receipt of information or data concerning you in connection with this representation shall not restrict A&B from representing any clients in matters unrelated to this engagement.

A&B Document Retention. A&B has a document retention policy with respect to client files. Subject to certain exceptions, once a file is closed in a particular matter, it is A&B's general policy to retain the file for a minimum of ten years, after which time it may be destroyed. We will share with you the specifics of A&B's client file retention policy at your request.

Communication. It is important that we maintain a good working relationship, and we take pride in maintaining good working relationships with our clients. If you become dissatisfied with any aspect of A&B's representation, please bring it to our attention immediately. It is our belief that most problems can be resolved by a frank and good faith discussion between us.

Terminable at will. You may terminate this engagement by written notice at any time. A&B reserves the right to withdraw from this engagement, subject to our ethical obligations and applicable judicial requirements. Otherwise, this engagement will terminate upon the completion of the legal services described above.

Miscellaneous. In the event of any dispute under or concerning this letter agreement or A&B's representation of you, the exclusive venue for any litigation shall be in Travis County, Texas. This engagement letter contains the entire agreement between you and A&B regarding this representation, and supersedes all previous agreements and understandings, if any, whether oral or written, regarding this representation. In agreeing to this engagement, you agree that you not relying on any promise, statement, or representation by A&B that is not contained in this letter.

To confirm your agreement to these terms of A&B's representation, please sign this letter and return it to us. If this letter does not accurately describe the terms of this engagement and the services that you believe A&B has agreed to provide, please notify me immediately. Also, if you do not understand anything in this letter, or you want more information or clarification, please contact me before you sign this letter.

A copy of this letter should be retained in your files. Please contact me promptly if you have any questions about this letter or any other aspect of A&B's engagement in this matter. I look forward to working with you.

Sincerely,

ARMBRUST & BROWN, PLLC

By: _____
David A. King

Accepted:

Williamson County, Texas

By: _____

Title:_____

Date: _____

Address to be invoiced:

_____
By Email To: hal.hawes@wilcotx.gov

Commissioners Court - Regular Session **89.**

Meeting Date: 03/25/2025

AB Apts LLC

Submitted By: Hal Hawes, General Counsel

Department: General Counsel

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the engagement of the law firm of Armbrust & Brown, PLLC to represent Williamson County in relation to Cause No. 24-2170-C395; Lakeside Apartments Round Rock TX LLC, Enclave Apartments Round Rock TX LLC, Lynd Living Legends Apartments LLC, and Lynd Living Legends at Lakeline Apartments LLC v. Williamson Central Appraisal District, In the 395th Judicial District, Williamson County; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Armbrust & Brown Engagement - Apts LLC

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/14/2025 03:57 PM
Form Started By: Hal Hawes		Started On: 03/14/2025 03:45 PM
Final Approval Date: 03/14/2025		

ARMBRUST & BROWN, PLLC

ATTORNEYS AND COUNSELORS

100 CONGRESS AVENUE, SUITE 1300
AUSTIN, TEXAS 78701-2744
512-435-2300

FACSIMILE 512-435-2360

DAVID KING
(512) 435-2305
dking@abaustin.com

March 14, 2025

VIA EMAIL
Williamson County, Texas
C/O: Hal C. Hawes,
General Counsel
Williamson County Commissioners Court
401 W. 6th Street
Georgetown, Texas 78626
hal.hawes@wilcotx.gov

RE: Cause No. 24-2170-C395; *Lakeside Apartments Round Rock TX LLC, Enclave Apartments Round Rock TX LLC, Lynd Living Legends Apartments LLC, and Lynd Living Legends at Lakeline Apartments LLC v. Williamson Central Appraisal District*, In the 395th Judicial District, Williamson County

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Sincerely,

ARMBRUST & BROWN, PLLC

By: _____
David A. King

Accepted:

Williamson County, Texas

By: _____

Title:_____

Date: _____

Address to be invoiced:

_____
By Email To: hal.hawes@wilcotx.gov

Commissioners Court - Regular Session **92.**

Meeting Date: 03/25/2025

Executive Session

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

A. Real Estate Owned by Third Parties

Preliminary discussions relating to the proposed or potential purchase or lease of property owned by third parties

a) Discuss the acquisition of real property: Bud Stockton Dr.
b) Discuss the acquisition of real property for CR 143
c) Discuss the acquisition of real property for County Facilities.
d) Discuss the acquisition of real property for CR 255.
e) Discuss the acquisition of real property for SH 195 @ Ronald Reagan.
f) Discuss the acquisition of real property for future SH 29 corridor.
g) Discuss the acquisition of right-of-way for Hero Way.
h) Discuss the acquisition of right-of-way for E. Wilco Highway.
i) Discuss the acquisition of right-of-way for Corridor A-2.
j) Discuss the acquisition of right-of-way for Corridor B
k) Discuss the acquisition of right-of-way for Corridor C.
l) Discuss the acquisition of right-of-way for Corridor D.
m) Discuss the acquisition of right-of-way for Corridor E.
n) Discuss the acquisition of right-of-way for Corridor F
o) Discuss the acquisition of right-of-way for Corridor H
p) Discuss the acquisition of right of way for Corridor J.
q) Discuss the acquisition of right of way for Arterial K.
r) Discuss the acquisition of right of way for Corridor I.
s) Discuss the acquisition of right-of-way for Ronald Reagan Widening.
t) Discuss the acquisition of right-of-way for CR 313.
u) Discuss the acquisition of right of way for Bagdad Road/CR 279.
v) Discuss the acquisition of right of way for CR 314.
w) Discuss the acquisition of real property for the Seward Junction Loop
x) Discuss the acquisition of real property for CR 110N
y) Discuss the acquisition of real property for CR 175.
z) Discuss the acquisition of real property for the Long Range Transportation Plan.
aa) Discuss property located at 9500 Lake Creek Parkway Austin, TX 78717
bb) Discuss the acquisition of real property for Williamson County Justice Center and Corrections Facilities

B. Property or Real Estate owned by Williamson County

Preliminary discussions relating to proposed or potential sale or lease of property owned by the County

a) Discuss County owned real estate containing underground water rights and interests.
b) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (Formerly occupied by WCCHD)
c) Sale of property located at 747 County Rd. 138 Hutto, Texas
d) Discuss Blue Springs Blvd. property

e) Discuss potential sale of the Williamson County-owned properties within the downtown Georgetown area.
f) Discuss potential sale of a parcel of land located adjacent to the Brushy Creek Regional Trail in Round Rock, Texas

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/12/2025 04:07 PM
Form Started By: Charlie Crossfield		Started On: 03/12/2025 12:32 PM
Final Approval Date: 03/12/2025		

Commissioners Court - Regular Session **93.**

Meeting Date: 03/25/2025

Economic Development

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087: Business prospect(s) that may locate or expand within Williamson County.

a) Project Skyfall
b) Project Garden
c) Project School Bus
d) Project Lunch Lady
e) Project Sequoia

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/12/2025 04:07 PM
Form Started By: Charlie Crossfield		Started On: 03/12/2025 12:33 PM
Final Approval Date: 03/12/2025		