NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
Commissioners Courtroom
710 S. Main Street, Georgetown
June 3, 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 – 45)

3. Discuss, consider and take appropriate action on a line item transfer for the All District Courts Budget.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0435.004100	Professional Services	$30,000.00
From	0100.0435.004125	Transcripts	$10,000.00
From	0100.0435.004161	Child-Crt Appt Atty	$15,000.00
From	0100.0435.004163	Non-Custodial Mother-Crt Appt	$5,00.00
From	0100.0435.004166	Non-Custodial Father-Crt Appt	$20,000.00

To	0100.0435.004141	Interpretors	$50,000.00
To	0100.0435.004133	Juvenile Cases-Court Appt Atty	$30,000.00

4. Discuss, consider and take appropriate action on a line item transfer between General Fund Revenue Items.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0000.342820	Civil Legal Fee for Indigent	$47,000.00
To	0100.0000.342725	EMS Trauma Fees	$1,000.00
To	0100.0000.342803	EMS Training Fees	$46,000.00

5. Discuss, consider, and take appropriate action on approving a line item transfer for JP2.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100.0452.004190	AUTOPSIES, MED INQUESTS	5,000.00
TO	0100.0452.004002	JURORS, GRAND JURORS, JUR COM.	5,000.00

6. Discuss, consider and take appropriate action on a line item transfer for the Office of Emergency Management

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0541-004210	Internet/Email Services	$1400.00
To	0100-0541-004209	Cell Phone / Pager	$1400.00

7. Discuss, consider and take appropriate action on a line item transfer for the Office of Emergency Management.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0541-003005	Office Furniture	$1500.00

To	0100-0541-004908	Outreach Flex Funding	$1500.00

8. Discuss, consider and take appropriate action on a line item transfer for the Office of Emergency Management.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0541-004500	Maintenance Contracts	$9900.00
To	0100-0541-003107	Medical Equipment < $5,000	$9900.00

9. Discuss, consider and take appropriate action on a line item transfer for Road and Bridge.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-003551	Base & Stabilizer	$10,000.00
To	0200-0210-004991	Landfill	$10,000.00

10. Discuss, consider, and take appropriate action concerning a Line Item Transfer for Fleet Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0882.0882.003525	Tires,Tubes	$105,000
To	0882.0882.003523	Parts	$105,000
From	0882.0882.003525	Tires,Tubes	$9,752
To	0882.0882.004505	Software Maintenance	$9,752
From	0882.0882.003525	Tires,Tubes	$1,284
To	0882.0882.005003	Equipment > $5,000	$1,284

11. Discuss, consider and take appropriate action on a line item transfer for Road and Bridge.

Fiscal Impact

From/To	Acct No.	Description	Amount

From	0200-0210-000777	Capital Project P546 CR255/289	$2,000,000.00
To	0200-0210-003599	Road Constr./Maint.	$2,000,000.00

12. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenue for EMS Donations.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367401	EMS Donations	100.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0540.003670	Use of Donations	100.00

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

15. Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through auction, pursuant to Texas Local Government Code 263.152.

16. Discuss, consider, and take appropriate action on acknowledging the purchasing department's monthly report of asset dispositions through auction, pursuant to Local Government Code 263.152, for the period of May 01, 2025, through May 28, 2025.

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

18. Discuss, consider and take appropriate action on the appointment of Carlos Villarreal as Deputy Constable for Precinct 1.

19. Discuss, consider, and take appropriate action regarding appointments to the Williamson County Conservation Foundation (WCCF) board of directors.

20. Discuss, consider and take appropriate action on appointing Brandi Cantu of Jarrell to the Williamson County Child Welfare Board.

21. Discuss, consider and take appropriate action on a Lease Amendment and Extension Agreement of a Commercial Lease Agreement between Williamson County, as Lessor, and Bindya Reddy Dental Services, PLLC, as Lessee, relating to a commercial condominium unit located at 321 Ed Schmidt Blvd, Unit 300, Hutto, TX 78634.

22. Discuss, consider and take appropriate action on a request by Williamson County ESD No. 11 to extend the June 1st deadline to file its annual Audit Report of the ESD's fiscal accounts and records to no later than July 1, 2024, in accordance with Texas Health & Safety Code Sec. 775.082(d).

23. Discuss, consider and take action on the Subrecipient Agreement between Williamson County and Operation Liberty Hill for Community Development Block Grant funding.

24. Discuss, consider, and take appropriate action on approving the Service Contract #2025246 for the replacement of furniture with Facilities Resource Inc. for Sheriff's Office in the amount of $33,266.59 and authorize execution of this agreement pursuant to cooperative contract OMNIA R191804.

25. Discuss, consider, and take appropriate action on approving the Service Contract #2025236 for the relocation of furniture with Facilities Resource Inc. for Sheriff's Office in the amount of $6,200.00 and authorize execution of this agreement.

26. Discuss, consider, and take appropriate action on approving the Services and Goods Agreement #2025239 between Williamson County and Links Communications, Inc. to provide and install cabling at the Justice Center at 405 Martin Luther King Jr. Street, Georgetown, Texas 78626 in the District Attorney's Grand Jury Area, for the amount of $3,171.00 and authorizing the execution of the service agreement.

27. Discuss, consider, and take appropriate action on approving the Service and Goods Agreement #2025234 between Williamson County and A3 Communications, Inc. dba Brycomm for the Fiber Connection and Network Cabling for Berry Springs Park at 1801 County Road 152, Georgetown, Texas 78626 in the amount of $13,549.00 and authorizing the execution of this agreement pursuant to DIR cooperative contract #DIR-CPO-4777.

28. Discuss, consider, and take appropriate action on approving the purchase #2025245 for the third (3) bulk order for FY25 for budgeted computers and equipment between Dell Technologies, Inc. and Williamson County, in the amount of $78,627.88, pursuant to the DIR contract #DIR-CPO-5792.

29. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for EXPO Center Janitorial Services, under RFP #25RFP60.

30. Discuss, consider, and take appropriate action on approving the Master Service Agreement, #2025226, between Williamson County and Austin HLK, Inc. DBA Sweep Across Texas for Scheduled Sweeping Services, not-to-exceed the amount of $19,500.00, and authorizing the execution of the agreement.

31. Discuss, consider, and take appropriate action on approving the Master Service Agreement #2025231, between Williamson County and Construction Rent-A-Fence, Inc. for temporary fence rentals, in the not-to-exceed amount of $19,999.00, and authorizing the execution of the agreement.

32. Discuss, consider, and take appropriate action on approving the Master Service Agreement #2025220, between Williamson County and Pytt Services, LLC for Elevator Sump Pump Maintenance and Repair Services in the not-to-exceed amount of $19,999.00 and authorize execution of the agreement.

33. Discuss, consider, and take appropriate action on awarding RFSQ #25RFSQ7 to Energy Systems Design, Inc. for the Central Maintenance Facility Oil Room Safety Upgrade, in the not-to-exceed amount of Thirty-Seven Thousand Five Hundred Dollars ($37,000.00), and authorize execution of the agreement.

34. Discuss, consider, and take appropriate action on approving the Construction Service Agreement No. 2025250 between Williamson County and The Brandt Companies, LLC for the Jail South Variable Frequency Drive (VFD) Replacement in the not-to-exceed amount of Thirty-Two Thousand One Hundred Six Dollars and Fifty-One Cents ($32,106.51) pursuant to Cooperative Contract #CSP-22-049MF and authorize execution of the agreement.

35. Discuss, consider, and take appropriate action on approving the Construction Service Agreement No. 2025251 between Williamson County and The Brandt Companies, LLC for the Jail North Boiler – Replacement of Flue Pipe in the not-to-exceed amount of Ninety-Six Thousand Five Hundred Eighty-Two Dollars and Seventy-One Cents ($96,582.71) pursuant to Cooperative Contract #CSP-22-049MF and authorize execution of the agreement.

36. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for IFB CR 313 Reconstruction, under IFB #25IFB56. P623.

37. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for IFB Asphalt Mixes, under IFB #25IFB61.

38. Discuss, consider and take appropriate action on awarding IFB #25IFB45 CR 351 Bridge Riprap Replacement to the lowest and best bidder, RHB Construction, Inc. for an amount not-to-exceed $88,057.00, and authorizing execution of the agreement.

39. Discuss, consider and take appropriate action on Work Authorization No 2 in the amount of $52,207.00 to expire on January 31, 2026 under Williamson County Contract for Surveying Services between Surveying And Mapping, LLC and Williamson County dated March 19, 2024. Funding source: P705.

40. Discuss, consider and take appropriate action on approval of the final plat for the 1487 Commercial subdivision – Precinct 2.

41. Discuss, consider, and take appropriate action on Seward Junction Loop North Supplement No. 1 to Work Authorization No. 2 to the Road and Bridge On-Call Surveying Services executed on May 9, 2024, between Williamson County and McGray & McGray Land Surveyors, Inc. relating to the 2019 Road Bond Program. Project: P598 Fund Source: Road Bonds

42. Discuss, consider, and take appropriate action on Supplement No. 1 to Work Authorization No. 1 to the Liberty Hill Bypass West (Segment 1) contract executed on March 19, 2024, between Williamson County and HDR Engineering, Inc. relating to the 2023 Road Bond Program. Project: P662 Fund Source: Road Bonds

43. Discuss, consider, and take appropriate action on North Barker Street Work Authorization No. 4 to the Road and Bridge On-Call Surveying Services executed on May 9, 2024, between Williamson County and McGray & McGray Land Surveyors, Inc. relating to the 2023 Road Bond Program. Project: P689 Fund Source: Road Bonds

44. Discuss, consider, and take appropriate action on Supplement No. 1 to Work Authorization No. 5 to the FM 3349 at US 79 contract executed on July 23, 2019, between Williamson County and HDR Engineering, Inc. relating to the 2019 Road Bond Program. Project: P332 Fund Source: Road Bonds

45. Discuss, consider, and take appropriate action to set forth the correct spelling of the vendor’s name under Item #55 of the November 26, 2024, Williamson County Commissioners Court Session to Rotten Apple Services, LLC. The same vendor's name correction shall apply to the attachments on Item #47 of the April 1, 2025, and Item #50 of the May 20, 2025, Williamson County Commissioners Court Session.

REGULAR AGENDA

46. Discuss, consider and take any necessary action to approve an Order for Interment by cremation of deceased (Kerry Carter) who passed away in Williamson County, Texas, where the County has discretion to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Beck Funeral Home to move forward with interment.

47. Hear a presentation from Alvin Lankford, Chief Appraiser, Williamson Central Appraisal District.

48. Discuss and hear updates on the 89th Texas Legislative Session.

49. 9:30 am Conduct a public hearing relating to a request from the County Attorney's office to identify funding for a new position from either Non-Departmental, or to utilize unspent salary dollars, to the County Attorney's Budget for the position of Lead Attorney and discuss (1) the reason for the funding transfer, including the public purpose that will be served by transferring the funding; and (2) the exact amount of the funding transfer, the sources of the payment, and the terms for distribution of the payment that effect and maintain the public purpose to be served if any excess is needed.

50. Discuss, consider and take appropriate action on the creation of a new position and identify funding for a Lead Attorney for the County Attorney's office.

51. Discuss, consider and take appropriate action on the selection of a salary grievance committee, including alternates.

52. Discuss and take appropriate action on Emergency Shelter Grant (ESG) funding and HOME Investment Partnerships Program (HOME) funding from the Department of Housing and Urban Development.

53. Discuss and take appropriate action on the proposed amendment to the FY24 Community Development Block Grant (CDBG) Action Plan project allocation for the Georgetown Housing Authority.

54. Discuss, consider and take appropriate action on a policy exception to allow the movement of money between PCN's not at the time of hire or promotion to advance a current deputy (PCN 0298) from L1-4 to L1-6 LE pay step using a portion of salary from a vacant PCN (0299) and hiring into the vacant PCN at L1-5 instead of L1-8.

55. Discuss, consider, and take appropriate action to approve a resolution authorizing the County Judge to execute certificates expressing official intent to reimburse costs of Pedernales Electric Cooperative for P559 Berry Springs Parks Improvements from 2023 Park Bond proceeds.

56. Discuss, consider, and take appropriate action to approve a resolution authorizing the County Judge to execute certificates expressing official intent to reimburse costs of Williamson County Sun for P654 YMCA ILAs from 2023 Park Bond proceeds.

57. Discuss, consider, and take appropriate action to approve a resolution authorizing the County Judge to execute certificates expressing official intent to reimburse costs of the Office of the Attorney General from 2023 Park Bond proceeds.

58. Discuss, consider, and take appropriate action to approve a resolution authorizing the County Judge to execute certificates expressing official intent to reimburse costs of Parkhill, Smith, & Cooper, Inc. for P635 Williamson County Exposition Center-West Arena New and West Arena Expo Fans from 2023 Park Bond proceeds.

59. Discuss, consider and take appropriate action adding Bartlett Volunteer Fire Department to the Emergency Services Organizations Agreement.

60. Discuss, consider, and take appropriate action on awarding RFP #25RFP33 Audit and Accounting Services to the highest-scoring respondent, Weaver and Tidwell, L.L.P, for the amount of $152,850.00 for FY 25 and authorizing the award.

61. Discuss, consider, and take appropriate action on approving Service and Goods Contract #2025241 between Williamson County and GTS Technology Solutions Inc. for camera systems for towers, in the total amount of $112,287.34, pursuant to DIR contract #DIR-CPO-5057 and authorizing the execution of the agreement.

62. Discuss, consider, and take appropriate action to approve a First Addendum to that certain Agreement for Towing and Impound Service (RFP#22RFP80), which was originally executed effective on June 2, 2022, between CFKAA Holdings, LLC (Autura) and Williamson County, Texas and ratify the County Judge’s execution of said Addendum #1.

63. Discuss, consider, and take appropriate action on Supplemental Agreement No. 1 for Design and Engineering Services between Williamson County and Ramirez-Simon Engineering, LLC. Relating to the Williamson County Animal Shelter HVAC fixes.

64. Receive and acknowledge approval of Change Order No.1 from Automated Logic Contracting Services, Inc. for the Justice Center MAU Replacement for a deduction in the amount of $3,000., which was approved by Williamson County 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.

65. Discuss, consider, and take appropriate action on a Supplemental Agreement No. 1 to the Agreement for Design and Engineering Services between Williamson County and WSP USA Buildings, Inc., dated March 25th, 2025, related to Processing Room Ventilation.

66. Discuss, consider, and take appropriate action on Supplemental Agreement No. 1 to the Agreement for Design and Engineering Services between Williamson County and NV5 Consultants, Inc. being dated March 11th, 2025, relating to the commissioning services for the Jail North Boiler.

67. Discuss, consider, and take appropriate action on Amendment No. 1 to Supplemental Agreement No. 2 to the First Amended and Restated Agreement for Planning, Design & Engineering Services between Williamson County and Halff Associates, Inc. dated February 27th, 2025, relating to Berry Springs Park Improvements.

68. Discuss, consider, and take appropriate action on Supplemental Agreement #2 for Design and Engineering Services between Williamson County and Ramirez-Simon Engineering, LLC relating to the ESOC Data Center CRAC Unit (P609).

69. Discuss, consider, and take appropriate action on the Supplemental Agreement for Design and Engineering Services between Williamson County and Ramirez-Simon Engineering, LLC relating to the ESOC Generator Docking Station.

70. Discuss, consider, and take appropriate action on the Supplemental Agreement No. 2 for Design and Engineering Services between Williamson County and Marmon Mok, LP relating to the Williamson County Headquarters (P577).

71. Discuss, consider, and take appropriate action on approving the Master Service Agreement #2025232, between Williamson County and Securitas Technology Corporation f/k/a Stanley Convergent Security Solutions, Inc., in the not-to-exceed amount of $500,000.00, pursuant to Sourcewell Cooperative Contract #121024-SCS, and authorize execution of the agreement.

72. Discuss, consider, and take appropriate action to authorize the extension of contract #23IFB89, Aggregates for Surface Treatment, FINAL renewal term #2, for the same terms and conditions as the first renewal with Vulcan Materials Construction LLC, for the 12-month term of 08/29/2025 – 08/28/2026.

73. Discuss, consider, and take appropriate action to authorize the extension of contract #24IFB50, General Roadway Cast-In-Place concrete, renewal term #1, with RHB Construction, Inc. for the 12-month term of 07/02/2025 – 07/01/2026.

74. Discuss, consider, and take appropriate action to approve a resolution committing to a goal of zero roadway fatalities and authorizing application for the safe streets and roads for all (SS4A) grant. The SS4A grant application is a joint application by Williamson County and Partner Agencies (City of Cedar Park, City of Georgetown, City of Round Rock, and City of Taylor) for potential SS4A Implementation grant funding. The anticipated project cost is approximately $28M, which includes a $20M (80%) request for federal funds and an $8M (20%) local match. Williamson County will be responsible for $1.75M of the local match and the Partner Agencies will be responsible for $6.25M. The source of Williamson County funds will be from the Road and Bridge Division budget.

75. Discuss, consider and take appropriate action regarding the temporary road closure of Saddletree Pass from Kauffman Loop to Braford Pass starting Tuesday, June 3, 2025, continuing through Thursday, July 31, 2025, and on approval of a temporary diversion plan for traffic during the closure.

76. Discuss, consider, and take appropriate action on approving Supplemental Agreement No. 1 to Consent No. DACW63-9-05-0527 with The Department of the Army and authorize the execution of the agreement. P336

77. Discuss, consider, and take appropriate action regarding an Antiquities Permit Application to the Texas Historical Commission (THC), required as part of the Due Diligence Environmental Investigation on the Ronald Reagan Boulevard, Segment D-1 project, a 2023 Road Bond project in Commissioner Precinct 2. Project: P673.

78. Discuss, consider, and take appropriate action on Contract Amendment No. 8 to the Corridor A1 and A2 contract executed March 13, 2017, between Williamson County and Johnson, Mirmiran & Thompson, Inc. relating to the 2019 Road Bond Program. Project: P392 Fund Source: Road Bonds

79. Discuss, consider and take appropriate action on a reimbursement agreement with PEC regarding relocation expenses reimbursement for CR 143 public right of way prior rights. Funding Source: Road & Bridge P645.

80. Discuss, consider and take appropriate action on an Agreed Final Judgment with Elsa Moore a/k/a Elsa Joanne Lutz Moore to acquire a 4.035 AC tract related to the right of way acquisition on the RM 2243 Realignment project (Parcel 205). Funding Source: TANS P588

81. Discuss, consider and take appropriate action on an Agreed Final Judgment with Sunny Spring Ranch, LLC to acquire 1.061 AC needed as right of way on the CR 255 road project (Parcel 6A). Funding Source: TANS P588

82. Discuss, consider and take appropriate action approving a Consent to Evaluate and Investigate and Survey Permit with Leopold Roy Wolf and Leopold William Estate to allow for right of entry for survey purposes on the Corridor A2 project. Funding TANS P588

83. Discuss, consider and take appropriate action on an Agreement for Gift of Real Property and a Donation Deed with Blue Hole Real Estate Investment, LLC for 0.534 AC needed as right of way on the Bagdad Rd. @ CR 279 project (Parcel 13). Funding Source: 2019 Road Bonds P343

84. Discuss, consider and take appropriate action on a Wastewater Line Easement and a Non-Exclusive Access Easement with Faith Missionary Baptist Church for the Brushy Creek Regional Trail project (parcel 16). Funding Source: Park Bonds P551

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)."

85. 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 a 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 the 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 Liberty Hill Bypass.
aa) Discuss the acquisition of real property for the Long Range Transportation Plan.
bb) Discuss property located at 9500 Lake Creek Parkway, Austin, TX 78717
cc) Discuss the acquisition of real property for Williamson County Justice Center and Corrections Facilities
dd) Discuss the acquisition of real property in downtown Georgetown.
ee) Discuss the acquisition of real property for the Brushy Creek Regional Trail Project.

B. Property or Real Estate owned by Williamson County

Preliminary discussions relating to the 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.

86. Discussion regarding economic development negotiations pursuant to the 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
f) Project Saturn Rings

87. 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. Cause No. 23-2566-C480; Williamson County, Texas v. DM Medical Billings, LLC and Dina Mueller; In the 480th Judicial District Court; Williamson County, Texas
11. Cause No. 24-1887-C26; Ivory Deon Hornsby v. Williamson County, et al.; In the 26th Judicial District Court of Williamson County, Texas
12. 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
13. 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
14. Cause No. 24-2467-C425; Carlos Turcios, et al. v. Williamson County, et al; In the 425th Judicial District Court of Williamson County, Texas
15. Cause No. 24-2687-C395; Paul Johnson v. Williamson County Tax Office; In the 395th Judicial District Court of Williamson County, Texas
16. Cause No. 24-3042-C26; Susann Wirkes v. Chinogringo Properties, LLC, et al., In the 26th Judicial District Court of Williamson County, Texas
17. 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.

18. Cause No. 25-0456-C368; Ryan Markowski v. The State of Texas, et al.; In the 368th Judicial District Court of Williamson County, Texas.

19. 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

b. Administrative Complaints:

1. 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 matter pertaining to regulation of firearms on Williamson County premises.
5. Legal matters relating to environmental and On-Site Sewage Facility (OSSF) regulation and enforcement.
6. Legal matters pertaining to grants compliance.

88. 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).

REGULAR AGENDA (continued)

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

90. 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. Cause No. 23-2566-C480; Williamson County, Texas v. DM Medical Billings, LLC and Dina Mueller; In the 480th Judicial District Court; Williamson County, Texas

11. Cause No. 24-1887-C26; Ivory Deon Hornsby v. Williamson County, et al.; In the 26th Judicial District Court of Williamson County, Texas

12. 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

13. 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

14. Cause No. 24-2467-C425; Carlos Turcios, et al. v. Williamson County, et al; In the 425th Judicial District Court of Williamson County, Texas

15. Cause No. 24-2687-C395; Paul Johnson v. Williamson County Tax Office; In the 395th Judicial District Court of Williamson County, Texas

16. Cause No. 24-3042-C26; Susann Wirkes v. Chinogringo Properties, LLC, et al., In the 26th Judicial District Court of Williamson County, Texas

17. 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.

18. Cause No. 25-0456-C368; Ryan Markowski v. The State of Texas, et al.; In the 368th Judicial District Court of Williamson County, Texas.

19. 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

b. Administrative Complaints:

1. 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 matter pertaining to regulation of firearms on Williamson County premises.
5. Legal matters relating to environmental and On-Site Sewage Facility (OSSF) regulation and enforcement.
6. Legal matters pertaining to grants compliance.

91. Comments from Commissioners.

92. 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.

_____
Steven Snell, County Judge

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 _____ day of _____ 2025 at _____ and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session **3.**

Meeting Date: 06/03/2025

Line Item Transfer All District Courts

Submitted For: Julie Kiley **Submitted By:** Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the All District Courts Budget.

Background

These line item transfers are necessary to cover the remainder of the fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0435.004100	Professional Services	$30,000.00
From	0100.0435.004125	Transcripts	$10,000.00
From	0100.0435.004161	Child-Crt Appt Atty	$15,000.00
From	0100.0435.004163	Non-Custodial Mother-Crt Appt	$5,00.00
From	0100.0435.004166	Non-Custodial Father-Crt Appt	$20,000.00
To	0100.0435.004141	Interpretors	$50,000.00
To	0100.0435.004133	Juvenile Cases-Court Appt Atty	$30,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	05/28/2025 04:32 PM
Budget Office	Saira Hernandez	05/29/2025 08:31 AM
Form Started By: Julie Kiley		Started On: 05/28/2025 04:21 PM
Final Approval Date: 05/29/2025		

Commissioners Court - Regular Session **4.**

Meeting Date: 06/03/2025

Line Item Transfer for General Fund Revenue

Submitted For: Ganae Hempe **Submitted By:** Ganae Hempe, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer between General Fund Revenue Items.

Background

This line item transfer is being done to correct the loading of revenue budgets. These three numbers were entered in the wrong line items. 01.0100.0000.342725 EMS Trauma Fees should have a budget of $1,000.00, 01.0100.0000.342803 EMS Training Fees should have a budget of $47,000.00, and 01.0100.0000.342820 should have a budget of zero (-0-).

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0000.342820	Civil Legal Fee for Indigent	$47,000.00
To	0100.0000.342725	EMS Trauma Fees	$1,000.00
To	0100.0000.342803	EMS Training Fees	$46,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	05/19/2025 03:09 PM
Budget Office	Saira Hernandez	05/28/2025 11:09 AM
Form Started By: Ganae Hempe		Started On: 05/16/2025 01:27 PM
Final Approval Date: 05/28/2025		

Commissioners Court - Regular Session **5.**

Meeting Date: 06/03/2025

Discuss and consider a line-item transfer for JP2.

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 on approving a line item transfer for JP2.

Background

With the increased number of cases filed in Justice Court Precinct 2, the original budgeted amount in the line item has been depleted. We need to move funds to pay jurors for upcoming jury trials.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100.0452.004190	AUTOPSIES, MED INQUESTS	5,000.00
TO	0100.0452.004002	JURORS, GRAND JURORS, JUR COM.	5,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	05/29/2025 10:12 AM
Budget Office	Saira Hernandez	05/29/2025 10:25 AM
Form Started By: Melissa East		Started On: 05/29/2025 09:16 AM
Final Approval Date: 05/29/2025		

Commissioners Court - Regular Session **6.**

Meeting Date: 06/03/2025

Line item transfer for the Office of Emergency Management

Submitted For: Bruce Clements **Submitted By:** Damaris Morales, Emergency Services Dept.

Department: Emergency Services Dept.

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the Office of Emergency Management

Background

Our OEM staff have dual sims cell phone service for county-wide coverage and emergency response. We need an additional $1400.00 to cover the cost of cell phone services through the end of FY2025. Not enough budget was requested for the switch of single line cell phone vs dual sims.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0541-004210	Internet/Email Services	$1400.00
To	0100-0541-004209	Cell Phone / Pager	$1400.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	05/21/2025 12:17 PM
Budget Office	Saira Hernandez	05/27/2025 02:51 PM
Emergency Services Dept. (Originator)	Damaris Morales	05/28/2025 03:12 PM
County Judge Exec Asst.	Delia Colon	05/28/2025 04:22 PM
Budget Office	Saira Hernandez	05/29/2025 08:07 AM
Budget Office	Saira Hernandez	05/29/2025 08:31 AM
Form Started By: Damaris Morales		Started On: 05/20/2025 10:15 AM
Final Approval Date: 05/29/2025		

Commissioners Court - Regular Session **7.**

Meeting Date: 06/03/2025

Line item transfer for the Office of Emergency Management

Submitted By: Damaris Morales, Emergency Services Dept.

Department: Emergency Services Dept.

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the Office of Emergency Management.

Background

As our department prepares for more community outreach and preparation for preparedness month in September, an LIT of $1500.00 will help us purchase some community outreach items which were not previously budgeted for.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0541-003005	Office Furniture	$1500.00
To	0100-0541-004908	Outreach Flex Funding	$1500.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	05/28/2025 04:25 PM
Budget Office	Saira Hernandez	05/29/2025 08:38 AM
Form Started By: Damaris Morales		Started On: 05/28/2025 11:30 AM
Final Approval Date: 05/29/2025		

Commissioners Court - Regular Session **8.**

Meeting Date: 06/03/2025

Line item transfer for the Office of Emergency Management

Submitted By: Damaris Morales, Emergency Services Dept.

Department: Emergency Services Dept.

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the Office of Emergency Management.

Background

The Office of Emergency Management would like to purchase 4 AEDs totaling $9900.00. Two of them are replacing inoperable end-of-life units, one unit for the base operations bus, and one for the vehicle being used for on-call purposes. All OEM vehicles are 24-hour response vehicles regardless of on-call status. This will increase the preparedness of our response vehicles when mobilized in the event of a major incident in support of a unified command. Items were ordered in FY24 but were not shipped prior to the end of the fiscal year, and missed adding them to this year's budget.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0541-004500	Maintenance Contracts	$9900.00
To	0100-0541-003107	Medical Equipment < $5,000	$9900.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	05/28/2025 04:27 PM
Budget Office	Saira Hernandez	05/29/2025 08:38 AM
Form Started By: Damaris Morales		Started On: 05/28/2025 11:38 AM
Final Approval Date: 05/29/2025		

Commissioners Court - Regular Session **9.**

Meeting Date: 06/03/2025

Line item transfer for Road & Bridge Division

Submitted For: Matt Williamson **Submitted By:** Jenifer Favreau, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer is necessary to cover a budget shortfall due to price increases in landfill fees.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-003551	Base & Stabilizer	$10,000.00
To	0200-0210-004991	Landfill	$10,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	05/16/2025 11:52 AM
Budget Office	Saira Hernandez	05/19/2025 07:31 AM
Form Started By: Jenifer Favreau		Started On: 05/16/2025 11:25 AM
Final Approval Date: 05/19/2025		

Commissioners Court - Regular Session **10.**

Meeting Date: 06/03/2025

6-3-2025 LIT

Submitted For: Kevin Teller **Submitted By:** Edward Pospisil, Infrastructure

Department: Infrastructure **Division:** Fleet Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action concerning a Line Item Transfer for Fleet Services.

Background

Unforeseen expenses have depleted our parts funds earlier than anticipated for the current fiscal year. Also, increases in software maintenance and diagnostic equipment have impacted our budget.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0882.0882.003525	Tires,Tubes	$105,000
To	0882.0882.003523	Parts	$105,000
From	0882.0882.003525	Tires,Tubes	$9,752
To	0882.0882.004505	Software Maintenance	$9,752
From	0882.0882.003525	Tires,Tubes	$1,284
To	0882.0882.005003	Equipment > $5,000	$1,284

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	05/28/2025 04:30 PM
Form Started By: Edward Pospisil		Started On: 05/28/2025 02:38 PM
Final Approval Date: 05/28/2025		

Commissioners Court - Regular Session **11.**

Meeting Date: 06/03/2025

Line-Item Transfer for Road and Bridge Division

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer is necessary in order to effectively continue road construction and maintenance operations for the remainder of the fiscal year, including the HMA overlay of CR 175.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-000777	Capital Project P546 CR255/289	$2,000,000.00
To	0200-0210-003599	Road Constr./Maint.	$2,000,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	05/29/2025 11:01 AM
Budget Office	Saira Hernandez	05/29/2025 11:09 AM
Form Started By: Vicky Edwards		Started On: 05/29/2025 09:10 AM
Final Approval Date: 05/29/2025		

Commissioners Court - Regular Session **12.**

Meeting Date: 06/03/2025

Accept Donation to Williamson County EMS

Submitted For: John Gonzales **Submitted By:** Theresia Carter, EMS

Department: EMS

Agenda Category: Consent

Information

Agenda Item

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

Background

Williamson County EMS has received a donation from James and Maria Rotberg.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367401	EMS Donations	100.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	05/16/2025 03:35 PM
Form Started By: Theresia Carter		Started On: 05/16/2025 02:11 PM
Final Approval Date: 05/16/2025		

Commissioners Court - Regular Session **13.**

Meeting Date: 06/03/2025

Accept Donation to Williamson County EMS

Submitted For: John Gonzales **Submitted By:** Theresia Carter, EMS

Department: EMS

Agenda Category: Consent

Information

Agenda Item

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

Background

Williamson County EMS has received a $100.00 donation from James and Maria Rotberg.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0540.003670	Use of Donations	100.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	05/16/2025 03:36 PM
Form Started By: Theresia Carter		Started On: 05/16/2025 02:27 PM
Final Approval Date: 05/16/2025		

Commissioners Court - Regular Session **14.**

Meeting Date: 06/03/2025

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

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Allen Frederick	05/29/2025 10:58 AM
County Judge Exec Asst.	Delia Colon	05/29/2025 11:04 AM
Budget Office	Saira Hernandez	05/29/2025 11:09 AM
Form Started By: Kayla Marek		Started On: 05/29/2025 09:28 AM
Final Approval Date: 05/29/2025		

Department	Position	Emp Num	Current Annual Salary	Annual Merit Amt	Merit%	New Annual Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
Justice of the Peace 2	Court Clerk II.0992.001100.	16525	$ 46,105.32	$ 1,383.16	3.00	$ 47,488.48	-	MERIT	6-Jun-25
County Clerk Archives	Deputy County Clerk.2071.001100.	17385	$ 43,263.36	$ 865.26	2.00	$ 44,128.61	-	MERIT	6-Jun-25
County Attorney	Civil Attorney.0043.001100.	16618	$ 109,610.54	$ 3,288.22	3.00	$ 112,898.76	-	MERIT	6-Jun-25

				(TO)	(FROM)
entity	**fund**	**dept**	**object**	**dr**	**cr**
01	0100	0452	001100	1,383.16	
01	0100	0452	001130		1383.16
01	0384	0384	001100	865.26	
01	0384	0384	001130		865.26
01	0100	0475	001100	3288.22	
01	0100	0475	001130		3288.22

Commissioners Court - Regular Session **15.**

Meeting Date: 06/03/2025

VSC Assets for Auction

Submitted For: Joy Simonton **Submitted By:** Cheryl Johnson, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through auction, pursuant to Texas Local Government Code 263.152.

Background

Please see attached for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

VSC Asset for Auction Report-May

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/29/2025 10:36 AM
County Judge Exec Asst.	Delia Colon	05/29/2025 10:46 AM
Form Started By: Cheryl Johnson		Started On: 05/27/2025 10:43 AM
Final Approval Date: 05/29/2025		

VSC May 2025 monthly report

Vehicle Status Change

County VIN/Serial Number	Equipment Unit Number	Created	Reason for Status ...	Enter Agenda Date:
1G1ZF57509F171144	JA0952	5/20/2025 8:51 AM	NOT MECHANICALLY SOUND	6/3/2025
1C4SDJFT7GC323684	SB1663	4/30/2025 2:00 PM	NOT MECHANICALLY SOUND	6/3/2025
1GNLCDEC5KR291728	SB1970	4/22/2025 7:41 AM	NOT MECHANICALLY SOUND	6/3/2025
1GNLCDEC2KR303169	2B1999	4/17/2025 2:30 PM	REACHED OPERATIONAL LIFE EXPECTANCY	6/3/2025
1GNLC2ECXFR563247	3B1544	4/29/2024 10:10 AM	REACHED OPERATIONAL LIFE EXPECTANCY	6/3/2025

Commissioners Court - Regular Session **16.**

Meeting Date: 06/03/2025

Assests for Auction

Submitted For: Joy Simonton **Submitted By:** Cheryl Johnson, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on acknowledging the purchasing department's monthly report of asset dispositions through auction, pursuant to Local Government Code 263.152, for the period of May 01, 2025, through May 28, 2025.

Background

Please see the attachment.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Assets for Auction

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/29/2025 10:35 AM
County Judge Exec Asst.	Delia Colon	05/29/2025 10:50 AM
Form Started By: Cheryl Johnson		Started On: 05/27/2025 10:45 AM
Final Approval Date: 05/29/2025		

6/03/2025-Monthly Report

Court Date: 06-03-2025

Williamson County - Assets for Auction

Agenda #: 37001

ID #	Date Created	Item	Serial Number	Quantity	Department
3100		5 Drawer Horizontal File Cabinet 42" wide.	N/A		911 Communications
3100	5/5/2025	Bookshelf	N/A	1	911 Communications
3092	4/29/2025	Lexmark Printer Type 4513-230	72BGTG1	1	District Attorney
3132	5/21/2025	Lot of misc. truck and equipment parts	Unknown	1	Fleet Services
3131	5/21/2025	Lot of tires and various equipment part	Unknown	1	Fleet Services
3113	5/12/2025	Lot of shelving pieces, hoses, and inner tubes	N/A	NA	Fleet Services
3103	5/5/2025	Lot of various computer/electrical accessories	N/A	1	Fleet Services
3104	5/5/2025	lot of various automotive parts	N/A	1	Fleet Services
3102	5/5/2025	Lot of various shelving pieces	N/A	1	Fleet Services
3090	4/29/2025	Various Automotive Parts	N/A	400	Fleet Services
2949	2/13/2025	PowerEdgeSwitches	2524000523290--BVMNB42	1	Information Systems
2949	2/13/2025	PowerEdgeSwitches	2524001191349-9NRPFB2	1	Information Systems
2949	2/13/2025	PowerEdgeSwitches	2524000523291-BVMNB42	1	Information Systems
2949	2/13/2025	PowerEdgeSwitches	2524001258020-9NRNFB2	1	Information Systems
2949	2/13/2025	PowerEdgeSwitches	2524001191432-9NQSFB2	1	Information Systems
2949	2/13/2025	PowerEdgeSwitches	168272031471- C464WV1	1	Information Systems
2949	2/13/2025	PowerEdgeSwitches	CN0T29RK4294563400G3A01-JNJNGB2	1	Information Systems
2949	2/13/2025	APC Battery Supply	2524001258024	1	Information Systems
2949	2/13/2025	APC Battery Supply	AS1614390742	1	Information Systems
2949	2/13/2025	APC Battery Supply	2409CV0SM836500072	1	Information Systems
2949	2/13/2025	TrippLite Battery Supply	AS1528235796	1	Information Systems
2949	2/13/2025	Cisco Nexus Switches	(01)07899489500773	1	Information Systems
2949	2/13/2025	Cisco Nexus Switches	N2K-C2248TP-1GE V03	1	Information Systems
2949	2/13/2025	Dell Switches	(01)07899489504092	1	Information Systems
2949	2/13/2025	Dell Switches	(01)07899489500773	1	Information Systems
2949	2/13/2025	Dell Switches	SAL2008z6k6	1	Information Systems
3112	5/12/2025	Intel	G6BE00300MT0	1	Information Systems
3112	5/12/2025	Intel	G6BE94700LBP	1	Information Systems
3112	5/12/2025	Intel	G6BE00200JWS	1	Information Systems
3112	5/12/2025	Intel	G6BE002007Z9	1	Information Systems
3112	5/12/2025	Intel	G6BE00300LHF	1	Information Systems
3112	5/12/2025	Intel	G6BE00200JX6	1	Information Systems
3112	5/12/2025	Dell-OptiPlex 3060	50bg9t2	1	Information Systems
3112	5/12/2025	Dell-Latitude 5511	B52C2F3	1	Information Systems
3112	5/12/2025	Dell-Precision 5820	JNQ1J63	1	Information Systems
3112	5/12/2025	Apple-iPad A2270	GG7DK6YAQ1GD	1	Information Systems
3112	5/12/2025	Apple-iPad A2270	H95DNRNNQ1GF	1	Information Systems
3112	5/12/2025	Apple-iPad A2270	F9FDL3AEQ1GF	1	Information Systems
3112	5/12/2025	Apple-iPad A2270	DMPDJ8MSQ1GF	1	Information Systems
3112	5/12/2025	Vizio	LWZ2VNOV0400638	1	Information Systems
3112	5/12/2025	Samsung	0f4c3cgw521858y	1	Information Systems
3112	5/12/2025	Plastic DeWalt traveling tool box	N/A	1	Information Systems
3130	5/20/2025	Dell Optiplex 7440 AIO	C4SY902	1	Juvenile Services
3130	5/20/2025	Dell Optiplex 7440 AIO	3HJLB02	1	Juvenile Services
3130	5/20/2025	Dell Optiplex 7440 AIO	54SY902	1	Juvenile Services
3130	5/20/2025	Dell Optiplex 7440 AIO	D6SY902	1	Juvenile Services
3130	5/20/2025	Canon Image Formula DR-C130	FW304315	1	Juvenile Services
3130	5/20/2025	HP DeskJet 950C printer	MY02F121S6	1	Juvenile Services
3130	5/20/2025	Philips Indoor Ceiling Housing for Cameras LTC 9370/00	N/A	1	Juvenile Services
3130	5/20/2025	Philips Indoor Ceiling Housing for Cameras LTC 9370/00	N/A	1	Juvenile Services
3130	5/20/2025	Philips Indoor Ceiling Housing for Cameras LTC 9370/00	N/A	1	Juvenile Services
3130	5/20/2025	Philips Indoor Ceiling Housing for Cameras LTC 9370/00	N/A	1	Juvenile Services
3130	5/20/2025	Philips Indoor Ceiling Housing for Cameras LTC 9370/00	N/A	1	Juvenile Services
3130	5/20/2025	Philips Indoor Ceiling Housing for Cameras LTC 9370/00	N/A	1	Juvenile Services
3130	5/20/2025	Philips Indoor Ceiling Housing for Cameras LTC 9370/00	N/A	1	Juvenile Services
3130	5/20/2025	Philips Indoor Ceiling Housing for Cameras LTC 9370/00	N/A	1	Juvenile Services
3130	5/20/2025	Philips Indoor Ceiling Housing for Cameras LTC 9370/00	N/A	1	Juvenile Services
3130	5/20/2025	Philips Indoor Ceiling Housing for Cameras LTC 9370/00	N/A	1	Juvenile Services
3130	5/20/2025	Philips Indoor Ceiling Housing for Cameras LTC 9370/00	N/A	1	Juvenile Services
3130	5/20/2025	Philips Indoor Ceiling Housing for Cameras LTC 9370/00	N/A	1	Juvenile Services
3130	5/20/2025	Philips Indoor Ceiling Housing for Cameras LTC 9370/00	N/A	1	Juvenile Services
3130	5/20/2025	Philips Indoor Ceiling Housing for Cameras LTC 9370/00	N/A	1	Juvenile Services
3130	5/20/2025	Philips Indoor Ceiling Housing for Cameras LTC 9370/00	N/A	1	Juvenile Services
3130	5/20/2025	Philips Indoor Ceiling Housing for Cameras LTC 9370/00	N/A	1	Juvenile Services
3130	5/20/2025	Philips Indoor Ceiling Housing for Cameras LTC 9370/00	N/A	1	Juvenile Services
3130	5/20/2025	Philips Indoor Ceiling Housing for Cameras LTC 9370/00	N/A	1	Juvenile Services
3130	5/20/2025	Philips Indoor Ceiling Housing for Cameras LTC 9370/00	N/A	1	Juvenile Services
3130	5/20/2025	Philips Indoor Ceiling Housing for Cameras LTC 9370/00	N/A	1	Juvenile Services
3130	5/20/2025	Philips Indoor Ceiling Housing for Cameras LTC 9370/00	N/A	1	Juvenile Services
3130	5/20/2025	Philips Indoor Ceiling Housing for Cameras LTC 9370/00	N/A	1	Juvenile Services
3130	5/20/2025	Philips Indoor Ceiling Housing for Cameras LTC 9370/00	N/A	1	Juvenile Services
3130	5/20/2025	Philips Indoor Ceiling Housing for Cameras LTC 9370/00	N/A	1	Juvenile Services
3130	5/20/2025	Philips Indoor Ceiling Housing for Cameras LTC 9370/00	N/A	1	Juvenile Services
3130	5/20/2025	Philips Indoor Ceiling Housing for Cameras LTC 9370/00	N/A	1	Juvenile Services
3130	5/20/2025	Philips Indoor Ceiling Housing for Cameras LTC 9370/00	N/A	1	Juvenile Services
3130	5/20/2025	Philips Indoor Ceiling Housing for Cameras LTC 9370/00	N/A	1	Juvenile Services
3130	5/20/2025	Philips Indoor Ceiling Housing for Cameras LTC 9370/00	N/A	1	Juvenile Services
3130	5/20/2025	Philips Indoor Ceiling Housing for Cameras LTC 9370/00	N/A	1	Juvenile Services
3130	5/20/2025	Philips Indoor Ceiling Housing for Cameras LTC 9370/00	N/A	1	Juvenile Services
3130	5/20/2025	Philips Indoor Ceiling Housing for Cameras LTC 9370/00	N/A	1	Juvenile Services
3130	5/20/2025	Philips Indoor Ceiling Housing for Cameras LTC 9370/00	N/A	1	Juvenile Services
3130	5/20/2025	Metal Wall Locker Balck in color	N/A	1	Juvenile Services
3017	3/25/2025	Multicolored office chair (stackable)	N/A	1	Juvenile Services

3017	3/25/2025	Multicolored office chair (stackable)	N/A	1	Juvenile Services
3017	3/25/2025	Multicolored office chair (stackable)	N/A	1	Juvenile Services
3017	3/25/2025	Multicolored office chair (stackable)	N/A	1	Juvenile Services
3017	3/25/2025	Mesh Rolling CHair	N/A	1	Juvenile Services
3017	3/25/2025	Mesh Rolling CHair	N/A	1	Juvenile Services
3017	3/25/2025	Metal Filing Cabinet (tan)	N/A	1	Juvenile Services
3017	3/25/2025	Metal Filing Cabinet (tan)	N/A	1	Juvenile Services
3017	3/25/2025	Leather Rolling Chair	N/A	1	Juvenile Services
3017	3/25/2025	Laser Printer	N/A	1	Juvenile Services
2949	2/13/2025	PowerEdge Switches	N/A	1	Juvenile Services
3091	5/16/2025	Dell OptiPlex 7090 Tower	8GXRNF3	1	Parks
3091	5/16/2025	Dell Flat Panel Monitor	8FV7PF3	1	Parks
3091	4/29/2025	Dell OptiPlex 7090 Tower	8GXRNF3	1	Parks
3091	4/29/2025	Dell Flat Panel Monitor	8FV7PF3	1	Parks
2892	1/2/2025	Pallets	N/A	100	Parks
2892	1/2/2025	Scrap Metal	N/A	47	Parks
2892	1/2/2025	Aluminum Bleachers	N/A	4	Parks
3079	4/23/2025	Tripp-Lite AG-0067	2614CVLOM87B500712	1	Public Safety IT
3101	5/5/2025	8' wood conference table	N/A	1	Sheriff's Office
3101	5/5/2025	gray metal table	N/A	1	Sheriff's Office
3101	5/5/2025	gray metal table	N/A	1	Sheriff's Office
3101	5/5/2025	gray metal table	N/A	1	Sheriff's Office
3101	5/5/2025	varidesk	N/A	1	Sheriff's Office
3101	5/5/2025	varidesk	N/A	1	Sheriff's Office
3101	5/5/2025	varidesk	N/A	1	Sheriff's Office
3101	5/5/2025	folding wood table	N/A	1	Sheriff's Office
3119	5/16/2025	CF33 Toughbook	9FTTC85453	1	Sheriff's Office
3119	5/16/2025	CF33 Toughbook	ODTTC35381	1	Sheriff's Office
3119	5/16/2025	CF33 Toughbook	OLTTC56611	1	Sheriff's Office
3119	5/16/2025	CF33 Toughbook	9FTTC85403	1	Sheriff's Office
3119	5/16/2025	Dell Latitude 5501	GPCTP13	1	Sheriff's Office
3120	5/16/2025	Fujitsu desktop scanner	A36DJ25881	1	Sheriff's Office
3109	5/9/2025	OptiPlex 7050 desktop	DOXX8M2	1	Sheriff's Office
3109	5/9/2025	Dell computer monitor	80L0T82	1	Sheriff's Office
3109	5/9/2025	Dell computer monitor	F12CPG2	1	Sheriff's Office
3106	5/8/2025	Optiplex 7070 Desktop	FH54G73	1	Sheriff's Office
3106	5/8/2025	Dell computer monitor	6Y82W13	1	Sheriff's Office
3106	5/8/2025	Dell computer monitor	CX82W13	1	Sheriff's Office
3105	5/7/2025	Optiplex 7070 Desktop	FH55773	1	Sheriff's Office
3105	5/7/2025	OptiPlex 7050 desktop	831TBM2	1	Sheriff's Office
3105	5/7/2025	Dell computer monitor	9V72W13	1	Sheriff's Office
3035	4/2/2025	Global Industries Evaporative cooler		1	Sheriff's Office

Commissioners Court - Regular Session **17.**

Meeting Date: 06/03/2025

Justice of the Peace 3 APRIL 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, April 2025 Monthly Report in compliance with Code of Criminal Procedure § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

April 2025 - CCP 103

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	05/16/2025 11:44 AM
Form Started By: Mary Alcala		Started On: 05/16/2025 10:53 AM
Final Approval Date: 05/16/2025		

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 April 2025.

JUSTICE OF THE PEACE PCT. 3 WILLIAMSON COUNTY, TEXAS

Elle'Lean

EVELYN McLEAN
JUSTICE OF THE PEACE
PRECINCT THREE

On this 16th day of May 2025, to certify which witness my hand and seal of office.

Mary Alcala

NOTARY PUBLIC
in and for the State of Texas

NOTARY PUBLIC STATE OF TEXAS
MARY ALCALA
Notary Public, State of Texas
Comm. Expires 04-21-2029
Notary ID 133030414

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **04/01/2025 - 04/30/2025** 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	162.25
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	9,160.00
	0100 - General Fund Total:	**9,322.25**
	Fee Totals for All Funds:	**9,322.25**

Payment Report - Fee Code Summary

Transaction Date: **04/01/2025 - 04/30/2025** 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**
AB	Abstract	5.00	1	0.00	0	0.00	0	5.00	1
CCOP	Civil Copies	11.75	12	0.00	0	0.00	0	11.75	12
CERT	Certified Copy	16.50	2	0.00	0	0.00	0	16.50	2
CONT3	Constable Service Fee Pct #3	6,160.00	62	0.00	0	0.00	0	6,160.00	62
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	75.00	15	0.00	0	0.00	0	75.00	15
WSF3	Constable #3 - Writ Service Fee	3,000.00	15	0.00	0	0.00	0	3,000.00	15
Fee Code Summary Totals		**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
		9,322.25	110	0.00	0	0.00	0	9,322.25	110

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **04/01/2025 - 04/30/2025** 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	9,578.83
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	818.04
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-3-01-0100-0000-209700: 01-0100-0000-209700 - JP COURTS-REFUNDS	0.00
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-3-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	127.58
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	9,987.79
01-0100-0000-341912 - CRIMINAL FEES/OFFICE, CONST 2	L-004-3-01-0100-0000-341912: 01-0100-0000-341912 - Fees of Office, Crim. Const PCT #2	14.76
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	652.27
01-0100-0000-351303 - FINES, JP PCT-3	L-004-3-01-0100-0000-351303: 01-0100-0000-351303 - FINES, JP PCT #3	109,325.23
	0100 - General Fund Total:	**130,504.50**
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	113.26
	0361 - JP Security Fund Total:	**113.26**
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	136.59
	0367 - JP-3 Truancy Program Fund Total:	**136.59**
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	113.28
	0372 - Justice Court Technology Fund Total:	**113.28**

Payment Report - G/L and Fund Summary

Transaction Date: **04/01/2025 - 04/30/2025** 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	51.66
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	1,132.73
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-3-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	113.28
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-3-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	169.98
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	113.99
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	1.58
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-3-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	270.60
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-3-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	56.62
01-0399-0000-208720 - SEATBELT FINES	L-004-3-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	258.15
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	240.12
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-3-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	3,735.58
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-3-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	22.10
	0399 - State Agency Fund Total:	**6,166.39**
JP BOND		
01-0100-0000-207020 - JP3 Bond Liability Account	L-004-3-02-00002: JP3 Registry Bond Account Liability	1,500.00
	JP BOND Total:	**1,500.00**
	Fee Totals for All Funds:	**138,534.02**

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **04/01/2025 - 04/30/2025** 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
AFDPS	Arrest Fee - DPS (CCP 102.011)	63.99	20	0.00	0	0.00	0	63.99	20
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	77.58	20	0.00	0	0.00	0	77.58	20
CB	Cash Bond	1,500.00	6	0.00	0	0.00	0	1,500.00	6
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	1,132.73	40	0.00	0	0.00	0	1,132.73	40
CFINE	County Fine	109,225.23	993	0.00	0	0.00	0	109,225.23	993
CHS	Courthouse Security Fee (CCP 102.017)	84.90	40	0.00	0	0.00	0	84.90	40
CHSJC	JP Security Fee (CCP 102.017)	28.36	40	0.00	0	0.00	0	28.36	40
COLLFEE	Collection Agency Fee	9,578.83	159	0.00	0	0.00	0	9,578.83	159
CRFEEOVER	Criminal Overpayment Fee	0.00	2	0.00	0	0.00	0	0.00	2
DDF	Deferred Disposition Fee	9,952.70	78	0.00	0	0.00	0	9,952.70	78
DSC	Driver's Safety Course Fee (CCP 45.0511(f1))	2.05	1	0.00	0	0.00	0	2.05	1
FNTC1	Child Safety Seat Fine Trauma Center	258.15	5	0.00	0	0.00	0	258.15	5
IDF	Indigent Defense Fee (LGC 133.107)	56.62	40	0.00	0	0.00	0	56.62	40
JCTF	Justice Court Technology Fee (CCP 102.0173)	113.28	40	0.00	0	0.00	0	113.28	40
JF	Jury Fee	3.00	1	0.00	0	0.00	0	3.00	1
JFR	Jury Reimbursement Fee (CCP 102.0045)	113.28	40	0.00	0	0.00	0	113.28	40
JTP	Juvenile Truancy Program (CCP 102.0174)	136.59	39	0.00	0	0.00	0	136.59	39
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	25.83	35	0.00	0	0.00	0	25.83	35
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	25.83	35	0.00	0	0.00	0	25.83	35
JUSFC	Judicial Support Fund - County (LGC 133.105)	17.06	39	0.00	0	0.00	0	17.06	39
JUSFS	Judicial Support Fund - State (LGC 133.105)	152.92	40	0.00	0	0.00	0	152.92	40
MVF	Moving Violation Fee (CCP 102.022)	1.58	22	0.00	0	0.00	0	1.58	22
OMNI	OMNI Fee	48.01	10	0.00	0	0.00	0	48.01	10
OMNIC	OMNI Fee - County	32.01	10	0.00	0	0.00	0	32.01	10
OMNIS	OMNI Fee - State	160.10	10	0.00	0	0.00	0	160.10	10
SFC2	Service/Arrest Fee - Const. 2	14.76	2	0.00	0	0.00	0	14.76	2
SFC3	Service/Arrest Fee - Const. 3	70.00	13	0.00	0	0.00	0	70.00	13
SFMCWV	State Fine - Motor Carrier Weight Violation	3,735.58	17	0.00	0	0.00	0	3,735.58	17
STF	State Traffic Fee (TC 542.4031)	270.60	15	0.00	0	0.00	0	270.60	15
TCCF	Truant Conduct Contempt Fine - Child	100.00	1	0.00	0	0.00	0	100.00	1

Payment Report - Fee Code Summary

Transaction Date: **04/01/2025 - 04/30/2025** 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
TPC	Time Payment Fee - County	2.56	1	0.00	0	0.00	0	2.56	1
TPS	Time Payment Fee - State	19.54	4	0.00	0	0.00	0	19.54	4
TPWF	Texas P&W Fine	818.04	12	0.00	0	0.00	0	818.04	12
UFA	Uniform Traffic Act (TC 542.403)	30.04	16	0.00	0	0.00	0	30.04	16
WARC3	Warrant Fee - Constable Pct. 3	582.27	15	0.00	0	0.00	0	582.27	15
WCSO	Williamson County Sheriff	50.00	1	0.00	0	0.00	0	50.00	1
WFDPS	Warrant Fee - DPS	50.00	1	0.00	0	0.00	0	50.00	1
Fee Code Summary Totals		**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
		138,534.02	1,863	0.00	0	0.00	0	138,534.02	1,863

Commissioners Court - Regular Session **18.**

Meeting Date: 06/03/2025

Deputy Appointment – Constable 1

Submitted By: Patrick Youngren, Constable Pct. #1

Department: Constable Pct. #1

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on the appointment of Carlos Villarreal as Deputy Constable for Precinct 1.

Background

Constable Mickey Chance is appointing Carlos Villarreal to fill the vacant Deputy position at Pct. 1. Villarreal is honorably retiring from the Leander Police Department after over 29 years of service. He is a Master Peace Officer, Instructor and Firearms Instructor. He is a resident of Leander.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	05/20/2025 02:38 PM
Form Started By: Patrick Youngren		Started On: 05/20/2025 10:56 AM
Final Approval Date: 05/20/2025		

Commissioners Court - Regular Session **19.**

Meeting Date: 06/03/2025

Williamson County Conservation Foundation Board Appointments

Submitted By: Josh Renner, Parks

Department: Parks

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action regarding appointments to the Williamson County Conservation Foundation (WCCF) board of directors.

Background

At its May 21st, 2025, 16th Annual Meeting, the Williamson County Conservation Foundation (WCCF) board voted to seat the following individuals for board membership for two-year terms (ending on or about May 19th, 2027): Valerie Covey, Cynthia Long, and Ben Thompson. (each are returning board members) for ratification by the court. Also, an election of officers was held for position terms ending May 2026: Valerie Covey - President; Cynthia Long - Vice-president; Josh Renner - Secretary (non-voting position).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

WCCF Annual Meeting Minutes

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	05/28/2025 09:47 AM
Form Started By: Josh Renner		Started On: 05/27/2025 04:07 PM
Final Approval Date: 05/28/2025		

WILLIAMSON COUNTY CONSERVATION FOUNDATION

Board of Directors

Pct. 3 Commissioner
Valerie Covey,
Board President
Williamson County, TX

Pct. 2 Commissioner
Cynthia Long
Board Vice-president
Williamson County, TX

Brent A. Baker
Round Rock, TX

Allen Bowersox
Georgetown, TX

Paul Barron
Cedar Park, TX

Ben Thompson
Hutto, TX

Josh Schroeder
Georgetown, TX

Joshua D. Renner
Secretary
Env. Program Director

c/o Williamson County Conservation Foundation
219 Perry Mayfield
Leander, TX 78641

Minutes for 16th Annual Meeting – May 21, 2025

Approved May 20, 2026; By: _____

The Annual Meeting of the Williamson County Conservation Foundation convened at Williamson County Parks Headquarters on May 21, 2025, within recess of the regularly scheduled WCCF board meeting. The following Board Members were present: Valerie Covey, Cynthia Long (remote), Brent Baker, Josh Schroeder, Allen Bowersox, Ben Thompson, and Paul Barron.

The list of other attendees may be found with the minutes of the regularly scheduled WCCF Board meeting also occurring on this date.

1. **Call to Order.**

   Board President Valerie Covey called the meeting to order at 9:02am

2. **Consider approving minutes from May 15, 2024 annual meeting.**

   Brent Baker moved, Cynthia Long seconded, to approve the minutes of the 2024 15th annual meeting as presented. **Motion carried 7-0.**

3. **Seating of the board for 2025-2027 term. Action to recommend concurrence by Williamson County Commissioners Court.**

   The terms for Cynthia Long, Valerie Covey, and Ben Thompson expire as of this annual meeting. Each have agreed to serve an additional two-year term.

   Brent Baker moved, seconded by Paul Barron, to appoint to the WCCF Board for a two-year term ending on or about May 19th, 2027, Cynthia Long, Valerie Covey, and Ben Thompson. **Motion carried 7-0**.

4. **Election of officers.**

   Following the seating of the board Valerie Covey, board president, declared offices open and asked for nominations for the positions of President, Vice-president and Secretary-Treasurer. A motion by Allen Bowersox, seconded by Josh Schroeder was made to elect Valerie Covey as President, Cynthia Long as Vice-president and to appoint the Director, WCCF (position currently held by Josh Renner, WCCF staff) as Secretary-Treasurer to be a non-voting position. No further discussion. **Motion carried 7-0.**

5. **Staff report.**

   None.

6. **Board comments.**

   None.

7. **Other business**

   None.

8. **Adjourn.**

   Board President Covey adjourned the Annual Meeting 9:06am.

Commissioners Court - Regular Session **20.**

Meeting Date: 06/03/2025

WCCWB Appointment

Submitted By: Becky Pruitt, County Judge

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on appointing Brandi Cantu of Jarrell to the Williamson County Child Welfare Board.

Background

If appointed, Ms. Cantu will be filling a vacant position whose term expires in September 2024. Therefore, her initial term would start in April 2025 and run through fiscal year 2027. I have included her application for your review.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Application

Letter

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Delia Colon	05/22/2025 04:29 PM
Form Started By: Becky Pruitt		Started On: 05/22/2025 03:46 PM
Final Approval Date: 05/22/2025		

Texas Department of
Family and Protective Services

Form C-105-0250
Revised July 2021

VOLUNTEER APPLICATION

Purpose: Use this form to apply to volunteer with the Department of Family and Protective Services (DFPS).
Directions: Complete this form and submit it to your local volunteer coordinator in person or via mail or email.
Note: A Social Security number is required to complete this form.

VOLUNTEER INFORMATION

Name (last, first, middle):	Preferred name:	Date of birth:	Place of birth (city, state):
Cantu, Brandi, N.	Brandi	[redacted]	[redacted]

Other names or spellings Used (married, maiden, alias, for example:
First, middle, last
Brandi Cantu Lopez

☐ No Other Names

Current address (street, city, state, ZIP code):	County:
[redacted]	Williamson

Have you had any other residences in Texas in the past two years? ☑ Yes ☐ No If "yes," list them below (street address, city and county, and ZIP code — use an additional sheet if needed):
[redacted]

Have you lived outside Texas in the past 2 years?	Driver license, state, and number:	Social Security number:
☐ Yes ☑ No	[redacted]	[redacted]

Alternate ID #:	Type of alternate ID: ☐ Canadian SIN ☐ Military ID ☐ Passport ☐ Permanent residency card ☐ State photo ID

Home telephone:	Mobile telephone:	Email address:

Gender:	Race (check all applicable):	Ethnicity:
☐ Male ☑ Female	☐ Asian ☐ American Indian/Alaskan Native ☐ Native Hawaiian/Pacific Islander ☐ Black ☑ White ☐ Unable to determine (or none of the above)	☑ Hispanic ☐ Not Hispanic ☐ Unable to determine

Organization represented (if applicable):	Who referred you to DFPS?
	Tamara Wahrer

Why do you want to volunteer for DFPS?
I want to be able ot help and support families in need.

Applicable skills:
Proficient in google and microsoft suites. Proficient in Canva. I am open-minded and willing to help explore new ideas for the organizat

Type of volunteer services preferred:
I am open to any volunteer services.

Are you willing to receive training for another assignment? ☑ Yes ☐ No

EDUCATION (CHECK HIGHEST LEVEL COMPLETED)

☐ Elementary school ☐ Middle school ☐ High school ☐ Vocational training
☐ Some college ☐ College ☑ Graduate school

Interns: ☐ Some college ☐ Undergraduate ☐ Graduate ☐ Post graduate

University:	Date of undergraduate degree:	Date of graduate degree:
Sam Houston State University Texas A&M Central Texas	[redacted]	[redacted]

ADDITIONAL LANGUAGES

Language	Speak	Read	Write
	☐ Fair ☐ Good ☑ Excellent	☐ Fair ☐ Good ☑ Excellent	☐ Fair ☐ Good ☑ Excellent
	☐ Fair ☐ Good ☐ Excellent	☐ Fair ☐ Good ☐ Excellent	☐ Fair ☐ Good ☐ Excellent

American Sign Language: ☐ Fair ☐ Good ☐ Excellent ☐ N/A

PREVIOUS VOLUNTEER EXPERIENCE

Organization	Position	Responsibilities

DATE(S) AND TIME(S) AVAILABLE

Days per week: 2 days per week (more if needed)

Hours per week: Anytime outside of working hours 8-4

Comments:
I am a school counselor and am not avilable during working hours to voluneteer. Our hours are Monday- Friday from 8 am to 4 pm.

Texas Department of
Family and Protective Services

Form C-105-0250
Revised July 2021

ELECTRONIC SIGNATURE FOR VOLUNTEER AGREEMENT

☑ I understand that I am requesting volunteer placement requiring criminal history and Central Registry checks, and I authorize DFPS to complete these checks.

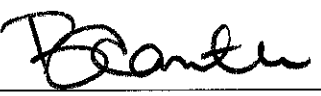
☑ I authorize DFPS to run an FBI criminal history check, which requires fingerprinting, if my role will have access to criminal history information.

☑ I understand that background checks are conducted on annually for DFPS volunteers. I authorize DFPS to conduct a criminal history and Central Registry check each year that I volunteer with DFPS.

☑ I understand that children in DFPS care have experienced trauma in their lives.

☑ I understand this trauma may manifest itself in extreme behaviors, which include foul language, outbursts, and physical aggression.

☑ I understand that my signature on this Electronic Signature Acknowledgement form is equivalent to my handwritten signature and is legally binding. An electronic signature has the same validity and meaning as my handwritten signature. I will not, at any time, repudiate the meaning of my electronic signature or claim that my electronic signature is not legally binding. I acknowledge and warrant the truthfulness of the information provided in this document.

Electronic signature of volunteer:	Date signed:
X 	1/19/20

Texas Department of
Family and Protective Services

Form C-105-0250
Revised July 2021

CHECKLIST FOR VOLUNTEER COORDINATORS

For all volunteers:

- ☐ Complete volunteer application form and enter information in tracking system.
- ☐ Check personal references using telephone or mail reference check forms.
- ☐ Review Volunteer and Community Engagement Policy Handbook, sections 4000–8000.
- ☐ Select job placement with volunteer. If appropriate, complete background check.
- ☐ Complete Transportation Form 250c (if transporting or performing essential driving duties as an official part volunteer duty description).
- ☐ Review duties with volunteer.
- ☐ Review DFPS Volunteer Guidebook and Work Rules and Standards of Conduct.
- ☐ Review and sign Confidentiality Agreement (Form 251).
- ☐ Arrange on-the-job and formal training, when appropriate.
- ☐ Instruct volunteers to send you hours worked at the end of each month and enter them into the volunteer management site, VOMO.

For volunteers with direct client contact or access:

- ☐ Conduct criminal history and Central Registry check.
- ☐ Instruct volunteer to complete online direct-service trainings and sign Form 0249. The training and forms can be found at https://www.dfps.state.tx.us/Community/Volunteer/training.asp.
- ☐ For volunteer transporters and essentials drivers: Check auto insurance, valid driver license, and driving record, in accordance with Sec. 8600 of VCE Handbook.
- ☐ If the volunteer or intern will have access to any criminal history information, request fingerprinting for an FBI check.

For volunteers selected for computer access (see section 5800 of VCE Handbook):

- ☐ Conduct criminal history and Central Registry check.
- ☐ If the volunteer or intern will have access to any criminal history information, request fingerprinting for an FBI check.
- ☐ Completed Non-DFPS Staff Computer Security Agreement (Form 4047).
- ☐ Schedule volunteer for appropriate computer training.
- ☐ Complete Move/Add/Change (eMac).

SUPERVISOR OR VOLUNTEER COORDINATOR INFORMATION

Supervisor name:	Unit/Location:
Volunteer coordinator name:	Unit/Location:

March 12, 2025

Commissioner's Court
Williamson County Courthouse
710 Main Street, Suite 101
Georgetown, TX 78626

The Honorable Williamson County Commissioners,

I am requesting the Commissioner's Court approve the appointment of a new board member, Brandi Cantu of Jarrell, to the Williamson County Child Welfare Board. If appointed, Ms. Cantu will be filling a vacant position whose term expires in September 2024, therefore her initial term would start in April 2025 and run through fiscal year 2027. I have included her application for your review.

Please place this request for approval of Ms. Cantu to the WCCWB on your agenda at your earliest convenience.

Please do not hesitate to contact me if you have any questions. Thank you for your continued support, enabling the board to partner with Williamson County and Child Protective Services to serve the children in foster care from Williamson County!

Sincerely,
K.C.

K.C. Bumpas
WCCWB President
kcdb1@earthlink.net
512-350-7070

Commissioners Court - Regular Session **21.**

Meeting Date: 06/03/2025

Lease Ext Hutto Condo

Submitted By: Hal Hawes, General Counsel

Department: General Counsel

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a Lease Amendment and Extension Agreement of a Commercial Lease Agreement between Williamson County, as Lessor, and Bindya Reddy Dental Services, PLLC, as Lessee, relating to a commercial condominium unit located at 321 Ed Schmidt Blvd, Unit 300, Hutto, TX 78634.

Background

A Commercial Lease Agreement dated effective April 23, 2024, was executed between Williamson County, as Lessor, and Bindya Reddy Dental Services, PLLC, as Lessee, wherein the County agreed to lease a commercial condominium unit located at 321 Ed Schmidt Blvd, Unit 300, Hutto, TX 78634. The original term of the lease was for twelve months. The Lessee is in the process of building a new office to relocate its business and such construction is not complete. The Lessee has requested a three-month extension to allow for its construction to be completed and has agreed to pay all utilities and insurance that are due for the original term of the lease, as well as the ad valorem taxes that will be incurred during the three-month extension term.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Lease Amd & Extension Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	05/22/2025 01:03 PM
Form Started By: Hal Hawes		Started On: 05/22/2025 12:45 PM
Final Approval Date: 05/22/2025		

LEASE AMENDMENT AND EXTENSION AGREEMENT

Lessor: Williamson County, Texas

Lessor's Mailing Address:

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

Lessee: Bindya Reddy Dental Services, PLLC

Lessee's Mailing Address:

Bindya Reddy Dental Services, PLLC
11201 Cezanne Street
Austin, Texas 78726

I. Lease Subject of this Lease Amendment and Extension Agreement

Commercial Lease Agreement dated to be effective April 23, 2024 by and between Williamson County, Texas, as Lessor, and Bindya Reddy Dental Services, PLLC, as Lessee, ("Lease"), wherein Lessor agreed to lease that certain commercial condominium unit located at 321 Ed Schmidt Blvd, Unit 300, Hutto, TX 78634, together with an undivided interest in the appurtenant common elements of HUTTO 321 OFFICE CONDOMINIUMS, a Condominium Regime situated in the City of Hutto, Williamson County, Texas, according to the Declaration recorded in Document No. 2008078084, Official Records of Wiliamson County, Texas ("Leased Premises"), to Lessee for the purposes described therein.

II. Agreement to Extend Lease

Lessor and Lessee hereby agree to extend the Lease for an additional period of time commencing on May 15, 2025 and ending on midnight of August 31, 2025 ("Extended Term").

III. Utilities, Taxes and Insurance During Extended Term:

Lessee hereby covenants and agrees to pay to Lessor, upon execution of this Lease Amendment and Extension Agreement, the following amounts for the utilities, taxes and insurance that are owing for the original Term of the Lease and for the amounts that will be incurred during the Extended Term:

A. Utilities, trash, and landscaping for

the months of May 2024-Janaury 2025:	$2,091.32
B. Utilities, trash, and landscaping for the months of February 2025 to the end of the Extended Term:	$1,626.59
C. State Farm Condo Association Insurance and Umbrella Policy for Unit 300:	$1,413.93
D. Ad valorem taxes for the Extended Term:	$4,198.21
TOTAL:	**$9,330.05**

IV. Amendment of Lease Agreement Terms, Covenants and Conditions

To the extent that any terms, covenants or conditions of the Lease contradict or conflict with the terms of this Lease Extension Agreement, the terms of this Lease Extension Agreement shall control. All other existing terms, covenants and conditions of the Lease shall remain in full force and effect during the Extended Term and any tenancy thereafter.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Lease to be effective as of May 15, 2025.

LESSOR:

WILLIAMSON COUNTY, TEXAS

By: _____
Steven Snell,
Williamson County Judge

LESSEE:

BINDYA REDDY DENTAL SERVICES, PLLC

By: Bindya Reddy

Printed Name: Dr. BINDYA REDDY

Representative
Capacity: OWNER

Commissioners Court - Regular Session **22.**

Meeting Date: 06/03/2025

ESD 11 30 day Extension Annual Report

Submitted By: Becky Pruitt, County Judge

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a request by Williamson County ESD No. 11 to extend the June 1st deadline to file its annual Audit Report of the ESD's fiscal accounts and records to no later than July 1, 2024, in accordance with Texas Health & Safety Code Sec. 775.082(d).

Background

Health & Safety Code Sec. 775.082. AUDIT OF DISTRICT IN LESS POPULOUS COUNTIES. (a) The county auditor of a county that contains any part of the district shall have access to the books, records, officials, and assets of the district. (b) A district shall prepare and file with the commissioners court of each county that contains any part of the district on or before June 1 of each year an audit report of the district's fiscal accounts and records. The audit shall be performed, and the report shall be prepared at the expense of the district. The county auditor, with the approval of the commissioners court, shall adopt rules relating to the format of the audit and report. If a district is located in more than one county, the county auditors, with the approval of the commissioners court of each county in which the district is located, shall adopt uniform rules relating to the format of the audit and report. (c) The person who performs the audit and issues the report must be an independent certified public accountant or firm of certified public accountants licensed in this state, unless the commissioners court by order requires the audit to be performed by the county auditor at least 120 days before the end of the district's fiscal year. (d) The commissioners court, on application made to the commissioners court by the district, may extend up to an additional 30 days the deadline for filing the audit report. (e) If the district fails to complete and file the audit report within the time provided by Subsection (b) or (d), the commissioners court may order the county auditor to perform the audit and issue the report. If a district is located in more than one county, the commissioners court of each county in which the district is located shall designate by joint order a county auditor of one of the counties to perform the audit and issue the report. (e-1). When a district located wholly in one county fails to complete and file the audit report by September 1 of each year and a county auditor is not ordered to prepare the report, the president and treasurer of the board are removed from the board and the commissioners court shall fill the vacancies as provided by Section 775.034. (f) The district shall pay all costs incurred by the county auditor to perform an audit and issue the report required by this section, unless otherwise ordered by the commissioners court or by joint order of the commissioners courts, if the district is located in more than one county. (g) This section does not apply to a district located wholly in a county with a population of more than three million.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Letter

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Delia Colon	05/28/2025 10:01 AM
Form Started By: Becky Pruitt		Started On: 05/27/2025 04:41 PM
Final Approval Date: 05/28/2025		

Williamson County
Emergency Services District #11

www.wilcotxesd11.gov

May 28, 2025

Williamson County Commissioners Court
710 Main Street
Georgetown, Texas 78626

To: Williamson County Commissioners Court
Re: Annual Financial Report for Year End of December 31, 2024

Williamson County Emergency Services District No. 4 would like to request a 30- day extension for filing of the annual audit report due on June 1, 2025.

According to Texas Health and Safety Code 775.082(d)- “The commissioners court, on application made to the commissioners court by the district, may extend up to an additional 30 days the deadline for filing the audit report.”

As of May 31, 2025, the Districts’ contracted auditor is in the process of completing the audit, however it has not been finalized. The District would like to apologize for any inconvenience this may cause.

Thank you,

Jason Willis, President
Williamson County ESD #11

Commissioners Court - Regular Session **23.**

Meeting Date: 06/03/2025

CDBG Agreements

Submitted By: Sally Bardwell, HUD Grants

Department: HUD Grants

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take action on the Subrecipient Agreement between Williamson County and Operation Liberty Hill for Community Development Block Grant funding.

Background

The attached agreement coincides with projects outlined in the approved CDBG FY24 Annual Action Plan.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Operation LH 2024

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	05/29/2025 10:26 AM
Form Started By: Sally Bardwell		Started On: 05/29/2025 09:22 AM
Final Approval Date: 05/29/2025		

AGREEMENT BETWEEN WILLIAMSON COUNTY
AND OPERATION LIBERTY HILL
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 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 in providing temporary housing in local motels for those experiencing homelessness during extreme weather.; 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: Affordability for the purpose of providing decent affordable housing.**

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 $20,000 (Grant Amount – Twenty 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: _____

Steve Snell
County Judge/Presiding Officer

ACKNOWLEDGMENT

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

On this _____ day of _____, 2025, before me, Andrea Schiele, a Notary Public in and for said State, personally appeared Steve Snell, to me personally known, who being by me duly sworn, did say that he is the County Judge of said County executing the within and foregoing instrument that the seal affixed hereto is the seal of said County, and that the said Steve Snell acknowledged the execution of said instrument to be the voluntary act and deed of said County, by it and by him voluntarily executed.

Notary Public in and for Williamson County, Texas

Operation Liberty Hill
Subrecipient

By: Regina M O'Brien
Regina O'Brien
Program Director

ATTEST: _____
Secretary

ACKNOWLEDGMENT

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

On this 12th day of May, 2025, before me, the undersigned, a Notary Public in and for the State of Texas, personally appeared REGINA O'BRIEN and _____, to me personally known, who being by me duly sworn, did say that they are the PROGRAM DIRECTOR and _____, respectively, of Operation Liberty Hill 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 REGINA O'BRIEN and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the organization, by it and by them voluntarily executed.

_____
Notary Public in and for the State of Texas

NOTARY PUBLIC STATE OF TEXAS
CAROLE CAPPS
My Notary ID # 134853826
Expires April 16, 2028

EXHIBIT A

TO AGREEMENT BETWEEN WILLIAMSON COUNTY AND OPERATION LIBERTY HILL FOR THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FISCAL YEAR 2024 FUNDING

---

1. PROJECT DESCRIPTION AND SCOPE OF SERVICES:

A. Subrecipient will utilize CDBG funds provide temporary housing in local motels for those experiencing homelessness during extreme weather.

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.	May 2025	Award of funds and contract with Williamson County
2.	May 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. Program Implementation	$20,000	
B. Eligible equipment (as outlined in 24 CFR 570.207(1))		
C. Engineering, planning & administrative costs		
D. Property Acquisition		
CDBG Grant/Loan	$20,000	

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 **24.**

Meeting Date: 06/03/2025

Approval of Service Contract #2025246 for Replacement of Furniture with Facilities Resource Inc. for 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 the Service Contract #2025246 for the replacement of furniture with Facilities Resource Inc. for Sheriff's Office in the amount of $33,266.59 and authorize execution of this agreement pursuant to cooperative contract OMNIA R191804.

Background

This Service Contract #2025246 attached between Williamson County and Facilities Resource Inc. is for the replacement of training room chairs for AW Grimes Training Center. Funding Source is 01.0100.0560.003005 per FY25. Origination ID #2785 and the Point of Contact is Mary Johnson.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract

Form 1295

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/27/2025 04:56 PM
County Judge Exec Asst.	Delia Colon	05/28/2025 09:43 AM
Form Started By: Barbi Hageman		Started On: 05/23/2025 08:04 AM
Final Approval Date: 05/28/2025		

WILLIAMSON COUNTY
GOODS AND SERVICES CONTRACT
Facilities Resource Inc.
(Quote #25190A)

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 **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 **Quote # 25190A** 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 6-8 weeks after the signing of this Agreement, 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." and in accordance with COOP Contract Omnia R191804, incorporated by reference. The not-to-exceed amount shall be Thirty-Three Thousand Two Hundred Sixty-Six Dollars and Fifty-Nine Cents ($33,266.59) for the life of this contract.

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. Quote 25190A marked **Exhibit "A"**;
B. COOP Contract Omnia R191804, incorporated by reference;
C. Insurance certificates evidencing coverages required herein above and
D. 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 Steven Snell
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: 2025.05.22 14:52:25 -05'00'

Authorized Signature

Margaret Teinert Ross
Printed Name

Date: May 22, 20 25

Approved as to Legal Form
HAL HAWES
General Counsel, Commissioners Court
Date: May 22 2025 Time: 4:15 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: May 22 2025 Time: 2:59 pm

Exhibit “A”
Facilities Resource Quote #25190A

Facilities Resource Inc.
1641 Scottsdale Drive
Cedar Park, TX 78641
512-371-1232

QUOTATION & CONTRACT

DATE	QUOTE #
05/22/25	**25190A**
SALES REP	PAYMENT TERMS
Brad Schweifler	Per Contract

BILL TO:	CUSTOMER PURCHASE ORDER	FINAL LOCATION:
AP Williamson County 3151 Southeast Inner Loop Georgetown, TX 78626-6342		Mary Johnson Sheriff's Office Williamson County 508 S. Rock Street Georgetown, TX 78626-5604 PH: 512.943.1313 FX: 512.943.3281

SUMMARY INFORMATION
HON OMNIA Contract #R191804

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
1	75.00	The HON Company HPN1 .A .UU $(1) .CU 10 .T Perpetual Armless Nesting Chair Flex-back 4-legs .A = Select Caster Option: All Surface Caster .UU = Back Selection: Upholstered Back $(1) = Select Upholstery for PN1: Grade 1 Uph .CU = Grade 1 Fab: Centurion 10 = Centurion: Black .T = Frame Options: Black -- ITEM LIST PRICE: $1,022.00 -- TAG/LOCATION: TRAINING ROOM -- CONTRACT: R191804	$ 412.89	$ 30,966.75
2	1.00	The HON Company HON SURCHARGE HON Tariff Surcharge -- ITEM LIST PRICE: $1,549.84 -- CONTRACT: R191804	$ 1,549.84	$ 1,549.84
3	1.00	FRI Services RDI Receiving, delivery & installation -- ITEM LIST PRICE: $750.00 -- CONTRACT: R191804	$ 750.00	$ 750.00

NOTES:	*Estimated Materials and Commodity Surcharges have not been added to this quote due to current market fluctuations, (Actual Amount Charged will be determined at the time the order is placed). Manufacturers will notify Dealer of any price adjustment due to Surcharges and/or Tariffs within 72 hours of price increase. *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.
1641 Scottsdale Drive
Cedar Park, TX 78641
512-371-1232

QUOTATION & CONTRACT

DATE	QUOTE #
05/22/25	**25190A**
SALES REP	PAYMENT TERMS
Brad Schweifler	Per Contract

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE

**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

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 05/22/25

Brad Schweifler

Facilities Resource Inc.

x Not Required with PO Issued Date

Title

Williamson County

SUBTOTAL	$33,266.59
FREIGHT	$0.00
DELIVERY/SET-UP	$0.00
SALES TAX (0%)	$0.00
TOTAL	**$33,266.59**
DEPOSIT REQUESTED	$0.00
BALANCE	**$33,266.59**

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:
2025-1314303

Date Filed:
05/23/2025

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.
2025246
Replacement Training Room Chairs

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 i _____, _____, _____, 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 23 day of May (month), 2025 (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: 2025.05.23 08:52:25 -05'00'

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:
2025-1314303

Date Filed:
05/23/2025

Date Acknowledged:
05/23/2025

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.

2025246
Replacement Training Room Chairs

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 **25.**

Meeting Date: 06/03/2025

Approval of Service Contract #2025236 for Relocation of Furniture with Facilities Resource Inc. for 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 the Service Contract #2025236 for the relocation of furniture with Facilities Resource Inc. for Sheriff's Office in the amount of $6,200.00 and authorize execution of this agreement.

Background

This Service Contract #2025236 attached between Williamson County and Facilities Resource Inc. is for modular workstations that will be removed from their current location and relocated to various offices at 508 S. Rock St. and SE Inner Loop. Funding Source is 01.0100.0560.003005 per FY25. Contract Audit and General Counsel have approved. Origination ID #2688 and the Point of Contact is Virginia Johnson.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form 1295

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/27/2025 04:39 PM
County Judge Exec Asst.	Delia Colon	05/28/2025 08:53 AM
Form Started By: Barbi Hageman		Started On: 05/20/2025 10:26 AM
Final Approval Date: 05/28/2025		

WILLIAMSON COUNTY
SERVICES CONTRACT

Facilities Resource Inc.
(Quote #25217A)

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 **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.

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 25217A** 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.

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 September 30, 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.

IV.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in Exhibit "A." an in accordance with FRI TIPS Contract #230301, incorporated by reference. The not-to-exceed amount shall be Six Thousand Two Hundred Dollars ($6,200.00) for the life of this contract.

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. Quote 25217A marked **Exhibit "A"**;
B. FRI TIPS Contract #230301, incorporated by reference;
C. Insurance certificates evidencing coverages required herein above and
D. 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 Steven Snell
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: 2025.05.15 07:48:48 -05'00'

Authorized Signature

Margaret Teinert Ross
Printed Name

Date: 05/15, 20 25

Approved as to Legal Form
HAL HAWES
General Counsel, Commissioners Court
Date: May 22 2025 Time: 1:51 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: May 22 2025 Time: 1:27 pm

Exhibit “A”
Facilities Resource Quote #25217A

Facilities Resource Inc.
1641 Scottsdale Drive
Cedar Park, TX 78641
512-371-1232

QUOTATION & CONTRACT

DATE	QUOTE #
05/02/25	**25217A**
SALES REP	PAYMENT TERMS
General Sales	Per Contract

BILL TO:	CUSTOMER PURCHASE ORDER	FINAL LOCATION:
AP Williamson County 3151 Southeast Inner Loop Georgetown, TX 78626-6342		Tommy Crockett 516 Pine Street Williamson County 516 Pine Street Georgetown, TX 78626 PH: (512) 943-1611

SUMMARY INFORMATION
FRI TIPS Contract #230301

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
1	1.00	FRI Services INSTALLATION Facilities Resource, Inc. will dismantle (10) HON workstations from Wilco 516 Pine Street Office, relocate to a new office location designated by Williamson County, and re-installed. -- CONTRACT: #230301	$ 6,200.00	$ 6,200.00

NOTES:

*Estimated Materials and Commodity Surcharges have not been added to this quote due to current market fluctuations, (Actual Amount Charged will be determined at the time the order is placed). Manufacturers will notify Dealer of any price adjustment due to Surcharges and/or Tariffs within 72 hours of price increase.

*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.
1641 Scottsdale Drive
Cedar Park, TX 78641
512-371-1232

QUOTATION & CONTRACT

DATE	QUOTE #
05/02/25	**25217A**
SALES REP	PAYMENT TERMS
General Sales	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 05/02/25

General Sales

Facilities Resource Inc.

x Not Required with PO Issued Date

Title

Williamson County

SUBTOTAL	$6,200.00
FREIGHT	$0.00
DELIVERY/SET-UP	$0.00
SALES TAX (0%)	$0.00
TOTAL	**$6,200.00**
DEPOSIT REQUESTED	$0.00
BALANCE	**$6,200.00**

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:
2025-1310053

Date Filed:
05/15/2025

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.
2025236
Facilities Resource - Furniture Relocation

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 _____, _____, _____, _____, 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 15 day of May (month), 20 25 (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: 2025.05.15 07:58:49 -05'00'

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:
2025-1310053

Date Filed:
05/15/2025

Date Acknowledged:
05/20/2025

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.

2025236
Facilities Resource - Furniture Relocation

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 **26.**

Meeting Date: 06/03/2025

Approval of Services and Goods Agreement with Links Communications, Inc. 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 Services and Goods Agreement #2025239 between Williamson County and Links Communications, Inc. to provide and install cabling at the Justice Center at 405 Martin Luther King Jr. Street, Georgetown, Texas 78626 in the District Attorney's Grand Jury Area, for the amount of $3,171.00 and authorizing the execution of the service agreement.

Background

These services and goods agreements will benefit Williamson County by providing and installing new cabling in the Justice Center at 405 Martin Luther King Jr. Street, Georgetown, Texas 78626. The data work in this proposal will be done in the District Attorney's Grand Jury area. Work will include installing nine (9) Cat 6 cables with appropriate faceplates. Terminating cables on a new patch panel and labeling and testing those new cables once installed. The funding source is 01.0100.0510.004510 for FY25 in the amount of $3,171.00. Origination #2741. The department's Point of Contact is Tammy McCulley.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Services and Goods Agreement Links Communications, Inc.

1295 Form

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/27/2025 04:29 PM
County Judge Exec Asst.	Delia Colon	05/27/2025 04:33 PM
Form Started By: Sandra Malcolm		Started On: 05/14/2025 10:24 AM
Final Approval Date: 05/27/2025		

WILLIAMSON COUNTY
SERVICES AND GOODS CONTRACT
LINKS COMMUNICATIONS, INC.
(Statement Of Work Dated 4-08-2025)

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 GOODS 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 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 Statement of Work dated 4-08-2025 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.

Goods: Service Provider shall supply the County the goods described in Exhibit "A," 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 Exhibit "A,", such additional goods shall be described in a separate written amendment 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 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 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.

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 for the life of this contract shall be Three Thousand One Hundred Seventy-One Dollars ($3,171.00).

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 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.

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.

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.

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 Statement of Work dated 4-08-2025, marked as **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.

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:	**LINKS COMMUNICATIONS, INC.:**
_____	K Tomay
Authorized Signature	Authorized Signature
_____	Ronnie Lowry
County Judge/Presiding Officer	Printed Name
Date: _____, _____ 20___	Date: 5-14, _____ 20 25

Approved as to Legal Form
HAL HAWES
General Counsel, Commissioners Court
Date: May 14 2025 Time: 12:14 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: May 14 2025 Time: 10:09 am

Exhibit "A"
Statement of Work dated 4-08.2025

LINKS
COMMUNICATIONS, INC.

PO BOX 1455
Georgetown, Texas 78627

Phone: 512-930-5580
rlomax@linkscommunications.com

4-8-2025

Williamson county ITS
Inner loop
Georgetown TX

Justic center DA Data work

Install 9 cat6 cables in DA Grand Jury area
Install appropriate faceplates
Terminate cables on new patch panel

Label and test cables

Installed price $3171.00

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:
2025-1309474

Date Filed:
05/14/2025

Date Acknowledged:
05/14/2025

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.

2025235
data cabling

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Lomax, Ronald	Georgetown, TX United States	X	
Lomax, tracey	Georgetown, 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:
2025-1309474

Date Filed:
05/14/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
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.
2025235
data cabling

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Lomax, Ronald	Georgetown, TX United States	X	
Lomax, tracey	Georgetown, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Ronnie Lomax, 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 14 day of MAY (month), 20 25 (year).

R. Lomax
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **27.**

Meeting Date: 06/03/2025

Approval of Service and Goods Agreement with A3 Communications, Inc. dba Brycomm 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 Goods Agreement #2025234 between Williamson County and A3 Communications, Inc. dba Brycomm for the Fiber Connection and Network Cabling for Berry Springs Park at 1801 County Road 152, Georgetown, Texas 78626 in the amount of $13,549.00 and authorizing the execution of this agreement pursuant to DIR cooperative contract #DIR-CPO-4777.

Background

This Service and Goods Agreement will benefit Williamson County and allow Brycomm to create a Fiber Connection and perform Network Cabling for Berry Springs Park. Brycomm will supply all the materials and labor as specified in the attached quote. The funding source is 01.0100.0409.005000 for FY25. Origination #2731. The department's point of contact is Rory Tierney.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Goods and Service Agreement with quote

1295 Form

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/27/2025 04:33 PM
County Judge Exec Asst.	Delia Colon	05/27/2025 04:43 PM
Form Started By: Sandra Malcolm		Started On: 05/14/2025 10:53 AM
Final Approval Date: 05/27/2025		

WILLIAMSON COUNTY
SERVICE AND GOODS CONTRACT

A3 Communications, Inc. DBA BryComm
Proposal No. [redacted]
Berry Springs Tie Fiber

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 GOODS 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 **A3 Communications, Inc. DBA BryComm** (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 Fiber Connections/ Network Cabling for Berry Springs Park as described in the attached **Proposal No.** [redacted] 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.

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 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 parties acknowledge and agree that the Project Completion Date is initially set to be on or before September 30, 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.

IV.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in **Exhibit "A"** and in accordance with COOP contract number DIR-CPO-4777. The not-to-exceed amount under this Agreement is **Thirteen Thousand Five Hundred Forty-Nine Dollars ($13,549.00)** for the life of this Contract.

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.

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.

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.

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 No. [redacted], marked **Exhibit "A"**;
B. The cooperative purchasing contract (DIR-CPO-4777) incorporated by reference; 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.

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.

WILLIAMSON COUNTY:	A3 Communications, Inc. DBA BryComm:
_____	Kevin Popejoy
Authorized Signature	Authorized Signature
_____	Kevin Popejoy
Printed Name	Printed Name
Date: _____, 20____	Date: May 14th, 2025

Approved as to Legal Form
HAL HAWES
General Counsel, Commissioners Court
Date: May 14 2025 Time: 3:17 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: May 14 2025 Time: 2:47 pm

Exhibit "A"
Proposal No. [redacted]

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
4/15/25	[redacted]	DIR-CPO-4777

PROJECT ADDRESS	PROJECT DESCRIPTION
1801 CR 152 Georgetown Texas	Berry Springs Tie Fiber

LABOR DESCRIPTION		QTY	UNIT OF MEASURE	LIST PRICE	ZONE 1 DISCOUNT	COST	TOTAL
ITEM #	LABOR						
AERIAL OSP LIN	Lineman	30	hr.	$107.14	30%	$ 75.00	$2,250.00
AERIAL OSP FRM	Crew Foreman	30	hr.	$107.14	30%	$ 75.00	$2,250.00
INSTALLOF FOC TT	Lead Technician	20	hr.	$160.71	30%	$ 75.00	$1,500.00
MGMT SVCS SPM	Sr. Project Manager	20	hr.	$150.00	30%	$ 105.00	$2,100.00
Install of Voice/Data L	Lead Technician	30	hr.	$160.71	30%	$ 75.00	$2,250.00
				$0.00	$0.00	0	-
						LABOR SUB-TOTAL:	$10,350.00

MATERIAL DESCRIPTION		QTY	UNIT OF MEASURE	LIST PRICE	DISCOUNT	COST	TOTAL
ITEM #							
				-	-	-	
66	Copper Cable, Cat 6, 23 AWG, U/UTP, Outdoor, Black -	1000	ft.	$0.71	20%	$0.57	$570.00
67	Copper Cable, Cat 6A, 23 AWG, UTP, Blue - Panduit	1000	ft.	$0.62	20%	$0.50	$500.00
68	Verticle Data Rack - Panduit	2	ea	$62.99	20%	$50.39	$100.78
69	1 Port Fiber Enclosure - Panduit	2	ea	$112.65	20%	$90.12	$180.24
70	OptiCom LC Splice Cassette OS2 12 FIBER - Panduit	2	ea	$519.53	20%	$415.62	$831.24
71	Mini-Com Patch Panel 24Port 1RU BL - Panduit	2	ea	$63.44	20%	$50.75	$101.50
72	Mini-Com UTP RJ45 Cat 6 TG Jack - Panduit	20	ea	$15.30	20%	$12.24	$244.80
73	Mini-Com UTP RJ45 Cat 6 TG Jack - Panduit	6	ea	$15.30	20%	$12.24	$73.44
74	24 STRAND SM OSP SJSA - Panduit	900	ea	$0.66	20%	$0.53	$477.00
39	Mule Tape - General	1000	ft.	$0.15	22%	$0.12	$120.00
				-	-	-	-
						MATERIAL SUB-TOTAL:	$3,199.00
						TOTAL:	$13,549.00

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:
2025-1310613

Date Filed:
05/15/2025

Date Acknowledged:
05/16/2025

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

A3 Communications 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.

Berry Springs Park Fiber Connections/Network Cabling

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.

2025234
BryComm fiber connection

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
The Cook and Boardman Group, LLC	Winston-Salem, NC 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:
2025-1310613

Date Filed:
05/15/2025

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 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.

Berry Springs Park Fiber Connections/Network Cabling

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.

2025234
BryComm fiber connection

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
The Cook and Boardman Group, LLC	Winston-Salem, NC United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Kevin Popejoy, General Manager, and my date of birth is [redacted].

My address is [redacted] (street), [redacted] (city), [redacted] (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 15 day of May (month), 2025 (year).

Kevin Popejoy

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **28.**

Meeting Date: 06/03/2025

Approval of Purchase of Bulk Order of Computers from Dell Technologies for Countrywide Departments for Information Services

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 the purchase #2025245 for the third (3) bulk order for FY25 for budgeted computers and equipment between Dell Technologies, Inc. and Williamson County, in the amount of $78,627.88, pursuant to the DIR contract #DIR-CPO-5792.

Background

This purchase of computers and equipment will benefit Williamson County with bulk order discounts. There are multiple funding sources (see attached) used for this purchase from various departments as approved in the FY25 budget. Dell Technologies is publicly traded, therefore a 1295 is not required. Contract Audit and General Council have approved the purchase. Origination # 2800. The department point of contact is Richard Semple.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote

Department Summary

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/27/2025 04:50 PM
County Judge Exec Asst.	Delia Colon	05/28/2025 09:23 AM
Form Started By: Barbi Hageman		Started On: 05/22/2025 01:13 PM
Final Approval Date: 05/28/2025		

Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout before the quote expires on **Jun. 18, 2025**.

You can download a copy of this quote during checkout.

Place your order

Quote Name:	**Bulk Order #3, less GIS Towers**	Sales Rep	[redacted]
Quote No.	[redacted]	Phone	[redacted]
Total	**$78,627.88**	Email	Gilbert.Marquez@dell.com
Customer #	[redacted]	**Billing To**	TAMMY MCCULLEY WILLIAMSON COUNTY ITS 301 SE INNER LOOP STE 105 GEORGETOWN, TX 78626-8207
Quoted On	May. 19, 2025		
Expires by	Jun. 18, 2025		
Contract Name	State of Texas Department of Information Resources (TX DIR)		
Contract Code	C000001269299		
Customer Agreement #	DIR-CPO-5792		
Deal ID	[redacted]		

Message from your Sales Rep

Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

Regards,
Gilbert Marquez

Shipping Group

Shipping To

TAMMY MCCULLEY
WILLIAMSON COUNTY ITS
301 SE INNER LOOP
STE 105
GEORGETOWN, TX 78626-8207
(512) 943-1455

Shipping Method

Standard Delivery

Product	Unit Price	Quantity	Subtotal
Dell Pro 24 All-in-One Plus QB24250	**$1,497.00**	**2**	**$2,994.00**
Dell Pro Slim Plus QBS1250	**$997.00**	**16**	**$15,952.00**
Dell Pro Max 16	**$1,415.00**	**25**	**$35,375.00**
Dell Pro 13 Plus (PB13250) XCTO Base	**$1,349.00**	**5**	**$6,745.00**

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Dell Pro 34 Plus Video Conferencing Monitor - P3424WEB	$549.00	3	$1,647.00
Dell Pro 24 Plus Monitor - P2425H	$138.00	4	$552.00
Dell Pro 27 Plus Monitor - P2725H	$174.00	49	$8,526.00
Dell Slim Conferencing Soundbar – SB522A	$50.00	6	$300.00
Dell Pro Thunderbolt 4 Smart Dock SD25TB4	$245.00	7	$1,715.00
Dell Pro Keyboard and Mouse - KM5221W - US English - Black	$36.00	27	$972.00
Dell Mobile Precision Workstation 3591	$1,808.00	2	$3,616.00
Dell 14-16 EcoLoop Briefcase - CC3624	$19.49	12	$233.88

Subtotal:	$78,627.88
Shipping:	$0.00
Non-Taxable Amount:	$78,627.88
Taxable Amount:	$0.00
Estimated Tax:	$0.00
Total:	$78,627.88



Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Shipping Group Details

Shipping To

TAMMY MCCULLEY
WILLIAMSON COUNTY ITS
301 SE INNER LOOP
STE 105
GEORGETOWN, TX 78626-8207
(512) 943-1455

Shipping Method

Standard Delivery

	Unit Price	Quantity	Subtotal
Dell Pro 24 All-in-One Plus QB24250	**$1,497.00**	**2**	**$2,994.00**

Estimated delivery if purchased today:
May. 29, 2025
Contract # C000001269299
Customer Agreement # DIR-CPO-5792

Description	SKU	Unit Price	Quantity	Subtotal
Custom Configuration	817-BBBB	-	2	-
Windows 11 Pro	619-BBQD	-	2	-
Dell Pro 24 All-in-One Plus QB24250	210-BPPS	-	2	-
16 GB: 1 x 16 GB, DDR5, up to 5600 MT/s, non-ECC	370-BCWF	-	2	-
Windows AutoPilot	634-BRWG	-	2	-
Integrated Graphics	490-BKSX	-	2	-
Thermal Pad, Screw and Rubber for SSD	412-ABEK	-	2	-
1TB Performance SSD, SED Ready	400-BSYK	-	2	-
Intel(R) Wi-Fi 6E AX211, 2x2, 802.11ax, Bluetooth(R) wireless card	555-BLWW	-	2	-
Screw for WLAN card	555-BIGS	-	2	-
Dell Pro 24 All-in-One Plus QB24250, 65W CPU, Non-touch, FHD HDR Camera, 160W Bronze	329-BKTF	-	2	-
Intel(R) Core(TM) Ultra 5 235 vPro(R) (13 TOPS NPU, 14 cores, up to 5.0GHz)	338-CRZK	-	2	-
Non-touch Panel	391-BJVZ	-	2	-
Height Adjustable Stand for All-in-One	575-BCRP	-	2	-
Wireless Driver, Intel(R) Wi-Fi 6E AX211, 2x2, 802.11ax, Bluetooth(R) wireless card	555-BLXN	-	2	-
Package for Fixed/ HAS/ no stand (DAO)	340-DTJG	-	2	-
DAO factory Information	340-DFWR	-	2	-
Shipping Label	389-BBUU	-	2	-
Intel vPro Enterprise	631-BCCJ	-	2	-
Regulatory Label, 160W Bronze, FSJ	389-FJYV	-	2	-
Intel(R)Core(TM) Ultra 5 vPro Processor Label	389-FJVY	-	2	-
EPEAT 2018 Registered (Silver)	379-BDTO	-	2	-
Desktop BTO Standard shipment	800-BBIO	-	2	-
System Power Cord (Philipine/TH/US)	450-AAOJ	-	2	-
Documentation	340-DNBV	-	2	-
No Option Included	340-ACQQ	-	2	-

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

ENERGY STAR Qualified	387-BBLW	-	2	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	2	-
Intel IRST Driver	658-BFVF	-	2	-
Quick Start Guide	340-DTVB	-	2	-
US Reese coin battery Package Warning label	389-FKHZ	-	2	-
English, French, Spanish, Brazilian Portuguese	619-BBPD	-	2	-
Watch Dog SRV	379-BFYR	-	2	-
NO RAID	817-BBBN	-	2	-
Dell Pro Keyboard and Mouse - KM5221W - US English - Black	580-BCCH	-	2	-
Mouse included with Keyboard	570-AADI	-	2	-
ProSupport Plus: Accidental Damage Service, 3 Years	716-4918	-	2	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	716-4926	-	2	-
ProSupport Plus: Next Business Day Onsite 3 Years	716-4934	-	2	-
Dell Limited Hardware Warranty Plus Service	716-4896	-	2	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	2	-
ProSupport Plus: 7x24 Technical Support, 3 Years	717-3073	-	2	-
Activate Your Microsoft 365 For A 30 Day Trial	630-ABBT	-	2	-
Dell Pro 24 All-in-One Plus QB24250	658-BFVJ	-	2	-

	Unit Price	Quantity	Subtotal
Dell Pro Slim Plus QBS1250	**$997.00**	**16**	**$15,952.00**

Estimated delivery if purchased today:
May. 29, 2025
Contract # C000001269299
Customer Agreement # DIR-CPO-5792

Description	SKU	Unit Price	Quantity	Subtotal
Custom Configuration	817-BBBB	-	16	-
Dell Pro Slim Plus QBS1250	210-BPPM	-	16	-
16GB: 2 x 8 GB, DDR5, up to 5600 MT/s, non-ECC	370-BCXK	-	16	-
Integrated Graphics	490-BKSX	-	16	-
1TB SSD TLC	400-BSWR	-	16	-
1st M.2 2280 SSD Screw	773-BBBC	-	16	-
8x DVD+/-RW/RAM 9.5mm Slimline Optical Disk Drive	429-BBCG	-	16	-
Internal speaker	520-BBKW	-	16	-
No Wireless LAN Card	555-BLXL	-	16	-
No vPro(R) support	631-BCBP	-	16	-
Dell Pro Slim Plus QBS1250 with 260W PSU	329-BKSP	-	16	-
ENERGY STAR Qualified	387-BBLW	-	16	-
Intel(R) Core(TM) Ultra 5 235 vPro(R) (13 TOPS NPU, 14 cores, up to 5.0GHz)	338-CRZK	-	16	-
Documentation	340-DNBV	-	16	-
DAO Regulatory label for 260W PSU	389-FJYR	-	16	-
Driver/APP for IRST	658-BFTS	-	16	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	16	-

EPEAT 2018 Registered (Silver)	379-BDTO	-	16	-
No Additional Add In Cards	382-BBHX	-	16	-
No Additional Network Card Selected (Integrated NIC included)	555-BBJO	-	16	-
No Additional Video Ports	492-BCKH	-	16	-
Intel Core Ultra 5 Processor Label	389-FGFR	-	16	-
Desktop BTO Standard shipment	800-BBIO	-	16	-
No Option Included	340-ACQQ	-	16	-
Watch Dog SRV	379-BFYR	-	16	-
Quick Start Guide	340-DTTZ	-	16	-
US/Canada Battery Warning Label	389-FKHG	-	16	-
Shipping Label	389-BBUU	-	16	-
Shipping Material (DAO)	340-DTSR	-	16	-
System Power Cord (Philipine/TH/US)	450-AAOJ	-	16	-
No Media Card Reader	379-BBHM	-	16	-
NO RAID	817-BBBN	-	16	-
Windows 11 Pro	619-BBQD	-	16	-
English, French, Spanish, Brazilian Portuguese	619-BBPD	-	16	-
Windows AutoPilot	634-BRWG	-	16	-
Activate Your Microsoft 365 For A 30 Day Trial	630-ABBT	-	16	-
Dell Pro Slim Plus QBS1250	658-BFVK	-	16	-
CyberLink Media Essentials for Windows	430-XYIX	-	16	-
M.2 Caddy + ODD	325-BGHH	-	16	-
No Additional Add In Cards	382-BBHX	-	16	-
Dell Pro Keyboard and Mouse - KM5221W - US English - Black	580-BCCH	-	16	-
Mouse included with Keyboard	570-AADI	-	16	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	16	-
Dell Limited Hardware Warranty Plus Service	717-8784	-	16	-
ProSupport Plus: Accidental Damage Service, 3 Years	717-8804	-	16	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	717-8805	-	16	-
ProSupport Plus: 7x24 Technical Support, 3 Years	717-8806	-	16	-
ProSupport Plus: Next Business Day Onsite, 3 Years	717-8807	-	16	-
		Unit Price	**Quantity**	**Subtotal**
Dell Pro Max 16		**$1,415.00**	**25**	**$35,375.00**

Estimated delivery if purchased today:
Jun. 09, 2025
Contract # C000001269299
Customer Agreement # DIR-CPO-5792

Description	SKU	Unit Price	Quantity	Subtotal
Dell Pro Max 16	210-BPVN	-	25	-
Intel Core Ultra 5 235H, vPro Enterprise (18MB, 14 cores, 14 threads, up to 5.00 GHz Turbo, 45W)	379-BGFP	-	25	-
Windows 11 Pro	619-BBQD	-	25	-

Activate Your Microsoft 365 For A 30 Day Trial	630-ABBT	-	25	-
Intel Core Ultra 5 235H Processor with vPro	329-BKVD	-	25	-
English, French, Spanish, Brazilian Portuguese	619-BBPD	-	25	-
Intel vPro Enterprise Technology Enabled	631-BCDJ	-	25	-
16GB: 2x8GB, DDR5, 5600 MT/s, SoDIMM, Dual Channel, non-ECC	370-BCXZ	-	25	-
512GB, M.2 2230, Gen4 PCIe NVMe, SSD, Class 35	400-BTHG	-	25	-
16" FHD+ LCD with 300 nits, Touch, FHD HDR IR Camera, Microphone, WLAN and WWAN	391-BJWV	-	25	-
FHD+IR Camera, HDR	319-BBLV	-	25	-
English US backlit Copilot key keyboard with numeric keypad	583-BMQF	-	25	-
Intel AX211 WLAN Driver	555-BMBL	-	25	-
Intel Wi-Fi 6E AX211, 2x2, 802.11ax, Bluetooth 5.3 wireless card	555-BLYF	-	25	-
6 cell, 96Whr, ExpressCharge(TM) Capable, long lifecycle battery, 3-year warranty	451-BDLT	-	25	-
130W AC adapter, USB Type C	492-BFDP	-	25	-
Palmrest, FPR+CV3+Smart Card	346-BLRH	-	25	-
E5 Power Cord 1M for US	537-BBDK	-	25	-
Quick Setup Guide for Dell Pro Max 16	340-DTYX	-	25	-
Documentation	340-DNBV	-	25	-
ENERGY STAR Qualified	387-BBLW	-	25	-
Dell Pro Max 16	658-BFVV	-	25	-
Packaging for Discrete/UMA graphic card + 130W adapter	340-DVNP	-	25	-
Intel Core Ultra 5 vPro Processor Label	389-FJMH	-	25	-
Windows AutoPilot	634-BRWG	-	25	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	25	-
Intel Integrated Graphics	490-BKVZ	-	25	-
Dell Pro Max 16 Bottom Door, UMA	321-BLTQ	-	25	-
Intel(R) Connectivity Performance Suite	640-BBTF	-	25	-
No Additional Hard Drive	401-AAGM	-	25	-
Intel(R) Rapid Storage Technology Driver	409-BCYY	-	25	-
NO RAID	817-BBBN	-	25	-
Custom Configuration	817-BBBB	-	25	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	25	-
ProSupport Plus: Accidental Damage Service, 3 Years	715-4114	-	25	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	715-4142	-	25	-
Dell Limited Hardware Warranty Plus Service	715-3999	-	25	-
ProSupport Plus: 7x24 Technical Support, 3 Years	715-4163	-	25	-
ProSupport Plus: Next Business Day Onsite, 3 Years	715-4186	-	25	-
		Unit Price	**Quantity**	**Subtotal**

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Dell Pro 13 Plus (PB13250) XCTO Base

$1,349.00 **5** **$6,745.00**

Estimated delivery if purchased today:
Jun. 09, 2025
Contract # C000001269299
Customer Agreement # DIR-CPO-5792

Description	SKU	Unit Price	Quantity	Subtotal
Dell Pro 13 Plus (PB13250) XCTO Base	210-BPKV	-	5	-
Intel(R) Core(TM) Ultra 5 235U vPro(R) (12 TOPS NPU, 12 cores, up to 4.9 GHz)	379-BFXD	-	5	-
Windows 11 Pro	619-BBQD	-	5	-
Activate Your Microsoft 365 For A 30 Day Trial	630-ABBT	-	5	-
Integrated Intel graphics for Intel Core Ultra 5 235U vPro processor	338-CRWK	-	5	-
English, French, Spanish, Brazilian Portuguese	619-BBPD	-	5	-
Intel vPro Enterprise Technology Enabled	631-BCCC	-	5	-
16 GB: 1 x 16 GB, DDR5, 5600 MT/s (5200 MT/s with Intel Core processors)	370-BCNG	-	5	-
512 GB SSD	400-BSLJ	-	5	-
2in1 13.3", Touch, FHD+, 300 nit, 100% sRGB, Pen Support, FHD+IR Cam	391-BJVD	-	5	-
FHD HDR + IR Camera, Facial Recognition, TNR, Camera Shutter, Microphone	319-BBKH	-	5	-
English US backlit Copilot key keyboard	583-BMWW	-	5	-
Intel BE201 WLAN Driver	555-BLYM	-	5	-
Intel Wi-Fi 7 BE201, 2x2, 802.11be, Bluetooth 5.4 wireless card	555-BLMD	-	5	-
3-cell, 55 Wh, ExpressCharge Capable, Long Life Cycle, 3-year limited hardware warranty	451-BDKV	-	5	-
65W AC adapter, USB Type-C	492-BDTG	-	5	-
Fingerprint Reader, Smart Card Reader, Control Vault 3+	346-BLLZ	-	5	-
E4 Power Cord 1M for US	537-BBDO	-	5	-
Quick Start Guide	340-DTTX	-	5	-
Documentation	340-DNBV	-	5	-
ENERGY STAR Qualified	387-BBLW	-	5	-
Custom Configuration	817-BBBB	-	5	-
Dell Additional SW - Dell Pro Laptop	658-BFVB	-	5	-
Dell Pro 13 Plus Mix Model	340-DTRN	-	5	-
Intel Core Ultra 5 vPro Processor Label	389-FJMH	-	5	-
Windows AutoPilot	634-BRWG	-	5	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	5	-
Intel(R) Connectivity Performance Suite	640-BBTF	-	5	-
Intel Rapid Storage Technology Driver	409-BCYP	-	5	-
No WWAN Tray (WLAN only)	321-BLQT	-	5	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	5	-
Dell Limited Hardware Warranty	714-0464	-	5	-
ProSupport Plus: Next Business Day Onsite, 1 Year	714-6667	-	5	-

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	5	-
ProSupport Plus: Next Business Day Onsite, 2 Year Extended	714-6671	-	5	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	714-6690	-	5	-
ProSupport Plus: Accidental Damage Service, 3 Years	714-6689	-	5	-
ProSupport Plus: 7x24 Technical Support, 3 Years	714-6691	-	5	-

	Unit Price	Quantity	Subtotal
Dell Pro 34 Plus Video Conferencing Monitor - P3424WEB	**$549.00**	**3**	**$1,647.00**

Estimated delivery if purchased today:
May. 23, 2025
Contract # C000001269299
Customer Agreement # DIR-CPO-5792

Description	SKU	Unit Price	Quantity	Subtotal
Dell Pro 34 Plus Video Conferencing Monitor - P3424WEB	210-BGMM	-	3	-
Advanced Exchange Service 3 Years	844-1960	-	3	-
Dell Limited Hardware Warranty	844-1966	-	3	-

	Unit Price	Quantity	Subtotal
Dell Pro 24 Plus Monitor - P2425H	**$138.00**	**4**	**$552.00**

Estimated delivery if purchased today:
May. 23, 2025
Contract # C000001269299
Customer Agreement # DIR-CPO-5792

Description	SKU	Unit Price	Quantity	Subtotal
Dell Pro 24 Plus Monitor - P2425H	210-BMGH	-	4	-
Dell Limited Hardware Warranty	814-5380	-	4	-
Advanced Exchange Service, 3 Years	814-5381	-	4	-

	Unit Price	Quantity	Subtotal
Dell Pro 27 Plus Monitor - P2725H	**$174.00**	**49**	**$8,526.00**

Estimated delivery if purchased today:
May. 27, 2025
Contract # C000001269299
Customer Agreement # DIR-CPO-5792

Description	SKU	Unit Price	Quantity	Subtotal
Dell Pro 27 Plus Monitor - P2725H	210-BMFJ	-	49	-
Dell Limited Hardware Warranty	814-5380	-	49	-
Advanced Exchange Service, 3 Years	814-5381	-	49	-

	Unit Price	Quantity	Subtotal
Dell Slim Conferencing Soundbar – SB522A	**$50.00**	**6**	**$300.00**

Estimated delivery if purchased today:
May. 27, 2025
Contract # C000001269299
Customer Agreement # DIR-CPO-5792

Description	SKU	Unit Price	Quantity	Subtotal
Dell Slim Conferencing Soundbar – SB522A	520-AAWU	-	6	-

	Unit Price	Quantity	Subtotal
Dell Pro Thunderbolt 4 Smart Dock SD25TB4	**$245.00**	**7**	**$1,715.00**

Estimated delivery if purchased today:
May. 23, 2025
Contract # C000001269299
Customer Agreement # DIR-CPO-5792

Description	SKU	Unit Price	Quantity	Subtotal

Dell Pro Thunderbolt 4 Smart Dock SD25TB4	210-BRQK	-	7	-
Dell Limited Hardware Warranty	718-2057	-	7	-
Advanced Exchange Service 3 Years	718-2058	-	7	-

	Unit Price	Quantity	Subtotal
Dell Pro Keyboard and Mouse - KM5221W - US English - Black	**$36.00**	**27**	**$972.00**

Estimated delivery if purchased today:
May. 27, 2025
Contract # C000001269299
Customer Agreement # DIR-CPO-5792

Description	SKU	Unit Price	Quantity	Subtotal
Dell Pro Keyboard and Mouse - KM5221W - US English - Black	580-AJIS	-	27	-

	Unit Price	Quantity	Subtotal
Dell Mobile Precision Workstation 3591	**$1,808.00**	**2**	**$3,616.00**

Estimated delivery if purchased today:
Jun. 03, 2025
Contract # C000001269299
Customer Agreement # DIR-CPO-5792

Description	SKU	Unit Price	Quantity	Subtotal
Dell Mobile Precision Workstation 3591	210-BLNG	-	2	-
Intel Core Ultra 7 165H vPro Enterprise (24 MB cache, 16 cores, 22 threads, up to 5.0 GHz, 45W)	379-BFQW	-	2	-
Windows 11 Pro, English, Brazilian Portuguese PT-BR, French, Spanish	619-ARSB	-	2	-
Intel Core Ultra 7 165H Processor with vPro and NVIDIA RTX 500 Ada 4GB GDDR6	329-BKFY	-	2	-
Intel vPro Enterprise Technology Enabled	631-BBXG	-	2	-
Activate Your Microsoft 365 For A 30 Day Trial	658-BCSB	-	2	-
NVIDIA RTX 500 Ada Generation, 4 GB GDDR6	490-BKBY	-	2	-
15.6" FHD 1920x1080, 60Hz, 250 nits, Touch, FHD HDR IR Camera, Mic, WLAN, 4G WWAN	391-BJCT	-	2	-
FHD HDR + IR Camera, Facial Recognition, TNR, Camera Shutter, Microphone	319-BBKH	-	2	-
32 GB: 1 x 32 GB, DDR5, 5600 MT/s, non-ECC	370-BBYG	-	2	-
1TB, M.2 2230, Gen4 PCIe NVMe, SSD, Class 35	400-BRPX	-	2	-
No Additional Hard Drive	401-AAGM	-	2	-
NO RAID	817-BBBN	-	2	-
English US backlit AI hotkey keyboard with numeric keypad, 99-key	583-BLNH	-	2	-
Single Pointing, Smart Card Reader, Finger Print Reader, CV3+	346-BKTP	-	2	-
Intel AX211, 2x2 MIMO, 2400 Mbps, 2.4/5/6 GHz, Wi-Fi 6/6E (WiFi 802.11ax), Bluetooth	555-BKND	-	2	-
6 Cell, 97WHr, Standard Battery	451-BDDL	-	2	-
6 Cell Battery Cable	451-BDDJ	-	2	-
130W Type C Power Adapter	492-BDGH	-	2	-
ENERGY STAR Qualified	387-BBLW	-	2	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	2	-
Windows AutoPilot	634-BRWG	-	2	-

E5 Power Cord 1M for US	537-BBDK	-	2	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	2	-
Intel AX211 WLAN Driver	555-BKSB	-	2	-
Packaging for 130W Adapter	340-DQNC	-	2	-
Custom Configuration	817-BBBB	-	2	-
Intel Core Ultra vPro Enterprise Label	340-DMQM	-	2	-
Dell Additional Software	658-BFPP	-	2	-
Quick Setup Guide for Mobile Precision 3591	340-DQRD	-	2	-
Intel Connectivity Performance Suite for Evo/vPro	640-BBTB	-	2	-
ProSupport Plus: Accidental Damage Service, 3 Years	997-1061	-	2	-
Dell Limited Hardware Warranty Plus Service	997-1129	-	2	-
ProSupport Plus: 7x24 Technical Support, 3 Years	997-1142	-	2	-
ProSupport Plus: Next Business Day Onsite, 3 Years	997-6066	-	2	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	997-1096	-	2	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	2	-
Intel(R) Rapid Storage Technology Driver	409-BCXX	-	2	-
BTO Standard Shipment (M)	800-BBGS	-	2	-

	Unit Price	Quantity	Subtotal
Dell 14-16 EcoLoop Briefcase - CC3624	**$19.49**	**12**	**$233.88**

Estimated delivery if purchased today:
May. 23, 2025
Contract # C000001269299
Customer Agreement # DIR-CPO-5792

Description	SKU	Unit Price	Quantity	Subtotal
Dell 14-16 EcoLoop Briefcase - CC3624	460-BDSV	-	12	-

Subtotal:	**$78,627.88**
Shipping:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$78,627.88**

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All products, pricing, and other information is based on the latest information available and is subject to change for any reason, including but not limited to tariffs imposed by government authorities. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier´s affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

FY25 - Bulk Order #3 - PO#

911 - Kate Wolf/Jeff Spencer

Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes	Performance Center
581	911	Monitor	Dell	34" Curved w/Soundbar, Mic, Dock, Camera	P3424WEB	2	$549.00	$ 1,098.00		
581	911	Monitor	Dell	27"	P2725H	24	$174.00	$ 4,176.00		
581	911	Other	Dell	Wireless K/M	KM5221W	10	$36.00	$ 360.00		
								$ 5,634.00	**01-0100-0581-003010**	$ 8,885.17

AG - Shelley Franklin

Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes	Performance Center
665	AG	Laptop	Dell	Dell Pro 13 Plus XCTO Base	PB13250	1	$1,349.00	$ 1,349.00		
								$ 1,349.00	**01-0100-0665-003010**	$ 1,910.68

AS - Linda Gunter/Misty Valenta

Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes	Performance Center
545	AS	AIO	Dell	Dell Pro 24 All-in-One Plus	QB24250	2	$1,497.00	$ 2,994.00		
								$ 2,994.00	**01-0545-0545-003010**	$ 7,897.67

AUD - Nathan Zinsmeyer/Julie Kiley

Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes	Performance Center
495	AUD	Laptop	Dell	Dell Pro Max 16		1	$1,415.00	$ 1,415.00		
495	AUD	Monitor	Dell	27"	P2725H	2	$174.00	$ 348.00		
495	AUD	Dock	Dell	Dell Pro Thunderbolt 4 Smart Dock	SD25TB4	1	$245.00	$ 245.00		
495	AUD	Other	Dell	Case	CC3624	1	$19.49	$ 19.49		
495	AUD	Other	Dell	Dell Slim Conferencing Soundbar	SB522A	1	$50.00	$ 50.00		
								$ 2,077.49	**01-0100-0495-003010**	$ 5,685.01

CJUD-DII - Rebecca Clemons/Rebecca Pruitt - Death Investigators/Inquest

Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes	Performance Center
566	CJUD-DII	Laptop	Dell	Dell Pro Max 16		1	$1,415.00	$ 1,415.00		
566	CJUD-DII	Other	Dell	Case	CC3624	1	$19.49	$ 19.49		
								$ 1,434.49	**01-0100-0566-003010**	$ 1,904.56

COMM2 - Beckye Estill/ Cynthia Long

Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes	Performance Center
212	COMM2	Laptop	Dell	Dell Pro 13 Plus XCTO Base	PB13250	1	$1,349.00	$ 1,349.00		
								$ 1,349.00	**01-0100-0212-003010**	$ 2,340.16

CON1 - Patrick Youngren

Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes	Performance Center
551	CON1	Monitor	Dell	27"	P2725H	2	$174.00	$ 348.00		
								$ 348.00	**01-0100-0551-003010**	$ 1,289.92

CON4 - Brian Olson

Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes	Performance Center
554	CON4	Desktop	Dell	Dell Pro Slim Plus	QBS1250	4	$997.00	$ 3,988.00		
								$ 3,988.00	**01-0100-0554-003010**	$ 5,218.38

DCA - August Alvarado

Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes	Performance Center
435	DCA	Dock	Dell	Dell Pro Thunderbolt 4 Smart Dock	SD25TB4	1	$245.00	$ 245.00		
435	DCA	Other	Dell	Wireless K/M	KM5221W	2	$36.00	$ 72.00		
								$ 317.00	**01-0100-0435-003010**	$ 7,088.63

DPS - Mickey Sufuentes

Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes	Performance Center
562	DPS	Laptop	Dell	Dell Pro Max 16		1	$1,415.00	$ 1,415.00		
562	DPS	Dock	Dell	Dell Pro Thunderbolt 4 Smart Dock	SD25TB4	1	$245.00	$ 245.00		
								$ 1,660.00	**01-0100-0562-003010**	$ 2,000.00

FY25 - Bulk Order #3 - PO#

ELEC - William Grato

Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes	Performance Center
492	ELEC	Laptop	Dell	Dell Pro 13 Plus XCTO Base	PB13250	2	$1,349.00	$ 2,698.00		
492	ELEC	Laptop	Dell	Dell Pro Max 16		1	$1,415.00	$ 1,415.00		
492	ELEC	Dock	Dell	Dell Pro Thunderbolt 4 Smart Dock	SD25TB4	2	$245.00	$ 490.00		
492	ELEC	Other	Dell	Case	CC3624	2	$19.49	$ 38.98		
492	ELEC	Other	Dell	Wireless K/M	KM5221W	8	$36.00	$ 288.00		
								$ 4,929.98	**01-0100-0492-003010**	$ 6,783.49

FAC - Gina Wrehsnig

Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes	
509	FAC	Laptop	Dell	Dell Pro Max 16		8	$1,415.00	$ 11,320.00		
509	FAC	Other	Dell	Case	CC3624	8	$19.49	$ 155.92		
								$ 11,475.92	**01-0100-0509-003010**	$ 15,369.36

HD - Michelle Broddrick/Stacey Schweitzer

Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes	
630	HD	Laptop	Dell	Dell Pro Max 16		13	$1,415.00	$ 18,395.00		
630	HD	Monitor	Dell	27"	P2725H	4	$174.00	$ 696.00		
								$ 19,091.00	**01-0100-0630-003010**	$ 29,217.00

JP2 - Tammy Hudson/Melissa East

Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes	
452	JP2	Laptop	Dell	Dell Pro 13 Plus XCTO Base	PB13250	1	$1,349.00	$ 1,349.00		
452	JP2	Monitor	Dell	27"	P2725H	2	$174.00	$ 348.00		
								$ 1,697.00	**0-0372-0452-003006**	$ 1,900.50

PARKS - Benita Bonner/Emsud Horozovic

Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes	
510	PARKS	Desktop	Dell	Dell Pro Slim Plus	QBS1250	3	$997.00	$ 2,991.00		
								$ 2,991.00	**01-0100-0510-003010**	$ 15,721.84

PTS - Jaime Brew

Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes	
591	PTS	Desktop	Dell	Dell Pro Slim Plus	QBS1250	2	$997.00	$ 1,994.00		
591	PTS	Monitor	Dell	24"	P2425H	4	$138.00	$ 552.00		
591	PTS	Other	Dell	Dell Slim Conferencing Soundbar	SB522A	2	$50.00	$ 100.00		
591	PTS	Other	Dell	Wireless K/M	KM5221W	2	$36.00	$ 72.00		
								$ 2,718.00	**01-0100-0591-003010**	$ 11,832.71

RADIO - Thomas Piche - Wireless Comm

Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes	
587	RADIO	Monitor	Dell	34" Curved w/ Soundbar, Mic, Dock, Camera	P3424WEB	1	$549.00	$ 549.00		
								$ 549.00	**01-0100-0587-003010**	$ 12,816.63

SO - Virginia Johnson

Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes	
560	SO	Desktop	Dell	Dell Pro Slim Plus	QBS1250	1	$997.00	$ 997.00		
560	SO	Monitor	Dell	27"	P2725H	2	$174.00	$ 348.00		
560	SO	Other	Dell	Dell Slim Conferencing Soundbar	SB522A	1	$50.00	$ 50.00		
560	SO	Other	Dell	Wireless K/M	KM5221W	1	$36.00	$ 36.00		
								$ 1,431.00	**01-0100-0560-003010**	$ 22,703.67

TAX - Mary Greenway/Maritza Aragon

Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes	
499	TAX	Desktop	Dell	Dell Pro Slim Plus	QBS1250	6	$997.00	$ 5,982.00		
499	TAX	Monitor	Dell	27"	P2725H	7	$174.00	$ 1,218.00		
								$ 7,200.00	**01-0100-0499-003010**	$ 10,521.52

FY25 - Bulk Order #3 - PO#

URS - Kelly Murphy/Jenifer Favreau

Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes	Performance Center
210	URS	Laptop	Dell	Mobile Precision 3591	i77-32GB-1TB	2	$1,808.00	$ 3,616.00		
210	URS	Dock	Dell	Dell Pro Thunderbolt 4 Smart Dock	SD25TB4	2	$245.00	$ 490.00		
210	URS	Monitor	Dell	27"	P2725H	6	$174.00	$ 1,044.00		
210	URS	Other	Dell	Dell Slim Conferencing Soundbar	SB522A	2	$50.00	$ 100.00		
210	URS	Other	Dell	Wireless K/M	KM5221W	4	$36.00	$ 144.00		
								$ 5,394.00	**0200-0210-003010**	$ 13,786.34

TOTAL	**$ 78,627.88**

Commissioners Court - Regular Session **29.**

Meeting Date: 06/03/2025

Authorize Issuing IFB #25RFP60 for EXPO Center Janitorial Services for the Parks Department

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 EXPO Center Janitorial Services, under RFP #25RFP60.

Background

Williamson County is seeking responses for EXPO Center Janitorial Services. The funding source is 01.0100.3106.004962, the Origination ID No. is 2752 and the point of contact is Jason Brown.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/27/2025 04:36 PM
County Judge Exec Asst.	Delia Colon	05/27/2025 04:56 PM
Form Started By: Vickie Johnson		Started On: 05/19/2025 07:48 AM
Final Approval Date: 05/27/2025		

Commissioners Court - Regular Session **30.**

Meeting Date: 06/03/2025

Approval of Master Service Agreement #2025226 with Austin HLK, Inc. DBA Sweep Across Texas for Scheduled Sweeping Services 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 approving the Master Service Agreement, #2025226, between Williamson County and Austin HLK, Inc. DBA Sweep Across Texas for Scheduled Sweeping Services, not-to-exceed the amount of $19,500.00, and authorizing the execution of the agreement.

Background

This Master Service Agreement for scheduled and as-needed sweeping services of Williamson County parking garages and parking lots with Austin HLK, Inc. DBA Sweep Across Texas. This MSA will be valid as of the date of execution through September 30, 2026 (the initial term). Each project will be initiated with a work order and purchase order. The funding source is 01.0100.0509.004500, Origination ID #2683, and the department contact is Sheila Rivera, Facilities Management.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Master Service Agreement

1295 Form Austin Hlk, Inc DBA Sweep Across Texas Complete

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/27/2025 04:44 PM
County Judge Exec Asst.	Delia Colon	05/28/2025 09:11 AM
Form Started By: Michelle McKinney		Started On: 05/22/2025 09:14 AM
Final Approval Date: 05/28/2025		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

MASTER SERVICES AGREEMENT
WITH
AUSTIN HLK INC., DBA SWEEP ACROSS TEXAS

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 **AUSTIN HLK INC., DBA Sweep Across Texas** (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 to be provided include scheduled and as needed/requested sweeping services of Williamson County parking garages and parking lots. The services include but are not limited to the services and work described in the attached **Price Sheet dated April 24, 2025** being marked as **Exhibit "A,"** which is incorporated herein to the extent the Price Sheet 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. For purposes of this Agreement, the County's fiscal year shall be October 1st to September 30th.

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.

VIII.

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 and in accordance with the prices listed in the Price Sheet dated April 24, 2025 marked as Exhibit "A," hereto. The not-to-exceed amount under this Agreement is **Nineteen Thousand Five Hundred Dollars ($19,500.00)** per fiscal year. For purposes of this Agreement, the County's fiscal year shall be October 1st to September 30th.

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.

Insurance: Service Provider shall provide and maintain, until the services covered in this MSA 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 MSA, Service Provider shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this MSA.

XIV.

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.

XV.

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.

XVI.

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.

XVII.

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.

XVIII.

No Assignment: Service Provider may not assign this Agreement.

XIX.

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.

XX.

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.

XXI.

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.

XXII.

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.

XXIII.

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.

XXIV.

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
AUSTIN HLK INC.,
DBA Sweep Across
Texas 1512 Dungan
Lan Austin, TX 78754

XXV.

Mediation: The parties agree to use non-binding mediation for dispute resolution prior to and formal legal action being taken on this Agreement.

XXVI.

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.

XXVII.

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.

XXVIII.

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. This Agreement, its Exhibits and any amend amendments agreed to by both parties (if any);
B. Statements of Work issued under the Agreement; and
C. Insurance certificates evidencing coverages required herein above.

In the event a dispute arises between terms and conditions of this (1) Agreement, its exhibits and amendments (if any); and (2) a SOW issued under the Agreement; applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence: (1) terms and conditions of this Agreement, its exhibits and amendments (if any), (2) the SOW issued under the Agreement.

XXIX.

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___

AUSTIN HLK INC., DBA Sweep Across Texas:

Chris Whitaker
Authorized Signature

Chris Whitaker
Printed Name

Dated: May 14 _____, 2025

Approved as to Legal Form
HAL HAWES
General Counsel, Commissioners Court
Date: May 20 2025 Time: 5:58 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: May 20 2025 Time: 12:56 pm

Exhibit "A"
AUSTIN HLK INC., DBA Sweep Across Texas Price Sheet dated April 24, 2025

AUSTIN HLK, INC. DBA Sweep Across Texas

Attachment – Price Sheet

This attachment shall be completed and returned with the Contractor response / Service Agreement documents.

Contractor shall submit 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 price sheet shall be used to establish fixed prices for services by purchase order.

Rates valid from October 1, 2025 thru September 30, 2026.
If rates change at renewal times, we will forward those adjusted rates to you.

Annual Estimated Quantity	Location	Unit	Per Sweep Unit Cost	Total
12	305 W 4th Street, Georgetown, TX 78626	Each	$ 320.00	$3,840.00

Additional Sweeping Requests	Hourly Rate
1. Operation Hours & Service Details	
a. Regular Hours – 7:00 am – 5:00 pm	$160.00
b. After Regular Hours – 5:01 pm – 6:59 am	$160.00
c. Weekends or County approved Holidays	$320.00
2. Service Details	
a. Service Vehicle Fee – per site visit	N/A
b. Service Vehicle Fuel Surcharge – per site visit	9 %

Emergency Contact Personnel:	Chris Whitaker
Business Hours Phone Number:	(512) 989-3111 Extension: 4
After Hours/Emergency Phone Number:	(512) 738-2932
Email Address:	chris@sweepacrosstexas.com

Materials - Remedial Repairs	
Materials not covered under scheduled service:	
*	Contractor may invoice for parts and materials on a cost-plus basis. The contactor may invoice at N/A% markup.
**	Contractor may invoice for equipment rental on a cost-plus basis. The contactor may invoice at N/A % 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.

Chris Whitaker 4/25/2025

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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:
2025-1305069

Date Filed:
05/05/2025

Date Acknowledged:

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**
Austin HLK Inc. dba Sweep Across Texas
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, 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.**
2025226
Street and parking area sweeping

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 Chris Whitaker, and my date of birth is [redacted].

My address is [redacted] (street), [redacted] (city), [redacted] (state), [redacted] (zip code), [redacted] (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 May (month), 2025 (year).

Chris Whitaker

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:
2025-1305069

Date Filed:
05/05/2025

Date Acknowledged:
05/12/2025

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Austin HLK Inc. dba Sweep Across Texas
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, 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.

2025226
Street and parking area sweeping

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 **31.**

Meeting Date: 06/03/2025

Approval of Master Service Agreement #2025231 with Construction Rent-A-Fence, Inc. for Temporary fence rentals or 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 approving the Master Service Agreement #2025231, between Williamson County and Construction Rent-A-Fence, Inc. for temporary fence rentals, in the not-to-exceed amount of $19,999.00, and authorizing the execution of the agreement.

Background

This Master Service Agreement is for temporary fence rental services used throughout various Williamson County Facilities by Construction Rent-A-Fence, Inc. This MSA will be valid as of the date of execution through September 30, 2026 (the initial term). Each project will be initiated with a work order and purchase order. The funding source is 01.0100.0509.004620, Origination ID #2659, and the department contact is Christi Stromberg, Facilities Management.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Master Service Agreement

Form 1295 Construction Rent A Fence Complete

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/28/2025 04:38 PM
County Judge Exec Asst.	Delia Colon	05/29/2025 09:15 AM
Form Started By: Michelle McKinney		Started On: 05/23/2025 08:59 AM
Final Approval Date: 05/29/2025		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

MASTER SERVICES AGREEMENT WITH CONSTRUCTION RENT-A-FENCE, INC.

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 **Construction Rent-A-Fence, 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 to be provided include temporary fence rentals to be used throughout various Williamson County Facilities. 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 from the date of the last party's execution below and shall continue through September 30, 2026. Unless terminated sooner pursuant to paragraph XXI 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.

VIII.

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 and in accordance with the prices listed in the **Construction Rent-A-Fence Price Sheet dated May 06, 2025, marked as Exhibit "A,"** and included hereto. The not-to-exceed amount under this Agreement is **Nineteen Thousand Nine Hundred and Ninety-Nine Dollars ($19,999.00)** per fiscal year. For purposes of this Agreement, the County's fiscal year shall be October 1st to September 30th.

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.

Insurance: Service Provider shall provide and maintain, until the services covered in this MSA 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 MSA, Service Provider shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this MSA.

XIV.

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.

XV.

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.

XVI.

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.

XVII.

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.

XVIII.

No Assignment: Service Provider may not assign this Agreement.

IXX.

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.

XX.

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.

XXI.

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.

XXII.

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.

XXIII.

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.

XXIV.

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
Construction Rent-A-Fence, Inc.
P.O. Box 65
Thrall, TX 76578

XXV.

Mediation: The parties agree to use non-binding mediation for dispute resolution prior to and formal legal action being taken on this Agreement.

XXVI.

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.

XXVII.

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.

XXVIII.

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. This Agreement, its Exhibits and any amend amendments agreed to by both parties (if any);
B. Statements of Work issued under the Agreement and
C. Insurance certificates evidencing coverages required herein above.

In the event a dispute arises between terms and conditions of this (1) This Agreement, its exhibits and amendments (if any) or (2) a SOW issued under the Agreement; applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence: (1) terms and conditions of this Agreement, its exhibits and amendments (if any), (2) the SOW issued under the Agreement.

XXIX.

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___

CONSTRUCTION RENT-A-FENCE, INC.:

Windy Ford
Authorized Signature

Windy Ford, VP
Printed Name

Dated: May 20, 2025

Approved as to Legal Form
HAL HAWES
General Counsel, Commissioners Court
Date: May 21 2025 Time: 11:06 am

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: May 21 2025 Time: 7:03 am

Exhibit "A"
Construction Rent-A-Fence, Inc. Price Sheet dated May 06, 2025

CONSTRUCTION RENT-A-FENCE

P.O. BOX 65, Thrall, TX 76578
512/898-2551 (OFFICE) 512/898-2044 (FAX)
Email: aaron@crafinc.com

BID SHEET

ORDERED BY Christi Stromberg DATE 5/6/2025

CONTRACTOR Williamson County Facilities

ADDRESS

CITY STATE ZIP

PHONE # 512-461-7179 FAX cstromberg@wilco.org

JOBSITE Pricing list

710 S Main St, Georgetown, TX

1	lin ft.	bike rack	ft. high temp. @ $	1.35	per ft	$	1.35
1	lin ft.	6' panels on stands	ft. high temp. @ $	1.50	ea.	$	1.50
1	lin ft.	6' windscreen	(add'l cost item)	4.00	ea.	$	4.00
1	qty	sandbags	(add'l cost item)	10.00	ea.	$	10.00
1	lin ft.	8' tall panels on stands	(add'l cost item)	2.50	ea.	$	2.50
1	lin ft.	8' windscreen	(add'l cost item)	5.50	ea.	$	5.50
1	qty	support posts (req w/ screen)	(add'l cost item)	10.00	ea.	$	10.00

Add $0.85 per foot if fence goes thru rock, asphalt, cement, concrete, or hardground.
Add $0.85 per foot if fence on a hillside, hand carry, unclean lines, stand and roll, or inaccessible.
Add $20.00 per hole (1-10 holes) if fence goes thru rock, asphalt, cement, concrete, or hardground.
Add $175.00 per hour, waiting time.

When windscreen is installed, CRAF requires use of support posts, if support posts can not be used then customer will be required to initial a waiver stating that CRAF will not be liable for damages or injuries caused by the falling of the fence due to acts of God. (i.e high winds, storms, etc.)

*Fence is to be measured upon completion and billed accordingly.
*Above prices include one trip for installation and one trip for removal.
*Any additional trips to the site are subject to a $200.00 fee plus the additional work cost.
*CRAF requests at least 15 days notice for all scheduling.
*Rental not to exceed event months, nor is fence to be moved.
*A credit application must be approved and on file for all customers.
*First time customers are on a COD basis.
*Special events are to be paid for by certified funds, cash, or credit card. Absolutely NO CHECKS!
*All Special Event COD orders are to be paid either in advance or upon delivery prior to installation.

Construction Rent A Fence, Inc is HUB Certified by the state of Texas

****There will be a $250.00 charge for ALL additional paperwork such as subcontracts to be processed.****

****Minimum for each job is 85% of original order and will be enforced unless otherwise stated.****

Bid by AARON ARMSTRONG

Acceptance of price and conditions by authorized represer_____

****PRICE QUOTE GOOD FOR 2 WEEKS ONLY!****

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:
2025-1312482

Date Filed:
05/20/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Construction Rent A Fence, Inc
Thrall, 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.
2025231
Fence Rental Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Williamson County	Georgetown, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Aaron Armstrong, and my date of birth is [redacted].

My address is [redacted].

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Williamson County, State of Texas, on the 20 day of May (month), 20 25 (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:
2025-1312482

Date Filed:
05/20/2025

Date Acknowledged:
05/23/2025

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Construction Rent A Fence, Inc
Thrall, 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.

2025231
Fence Rental Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Williamson County	Georgetown, 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 **32.**

Meeting Date: 06/03/2025

Approval of Master Service Agreement #2025220 with Pytt Services, LLC for Elevator Sump Pump Maintenance and Repair Services at Williamson County Facilities 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 approving the Master Service Agreement #2025220, between Williamson County and Pytt Services, LLC for Elevator Sump Pump Maintenance and Repair Services in the not-to-exceed amount of $19,999.00 and authorize execution of the agreement.

Background

This Master Service Agreement for Elevator Sump Pump Maintenance and Repair Services between Williamson County and Pytt Services, LLC, 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, 2026. Each project will be initiated with a work order and purchase order. The funding source is 01.0100.0509.004510, Origination ID #2545, and the department contact is Christi Stromberg, Facilities Management.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Master Service Agreement

Form 1295 Pytt Services, LLC Complete

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/28/2025 04:54 PM
County Judge Exec Asst.	Delia Colon	05/29/2025 09:21 AM
Form Started By: Michelle McKinney		Started On: 05/27/2025 02:34 PM
Final Approval Date: 05/29/2025		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

MASTER SERVICES AGREEMENT
WITH
PYTT 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 **Pytt 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 to be provided include elevator sump pump maintenance and repair for Williamson County Facilities. The services include but are not limited to the services and work described in the attached **Pytt Services, LLC Technician Service Rates dated April 28, 2025** marked as **Exhibit "A,"** which is incorporated herein to the extent the it 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 Agreement shall be in full force and effect from the date of the last party's execution below and shall continue through September 30, 2026. Unless terminated sooner pursuant to paragraph XXI 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.

VIII.

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 **Exhibit "A,"** which is incorporated herein to the extent it meets or exceeds the requirements of County's solicitation, if applicable. The not-to-exceed amount under this Agreement is **Nineteen Thousand Nine Hundred Ninety-Nine Dollars ($19,999.00)** for the life of this Agreement.

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.

Insurance: Service Provider shall provide and maintain, until the services covered in this MSA 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 MSA, Service Provider shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this MSA.

XIV.

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.

XV.

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.

XVI.

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.

XVII.

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.

XVIII.

No Assignment: Service Provider may not assign this Agreement.

IXX.

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.

XX.

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.

XXI.

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.

XXII.

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.

XXIII.

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.

XXIV.

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
Pytt Services, LLC
13908 Lyndon B Johnson Street
Manor, TX 78653

XXV.

Mediation: The parties agree to use non-binding mediation for dispute resolution prior to and formal legal action being taken on this Agreement.

XXVI.

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.

XXVII.

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.

XXVIII.

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. This Agreement, its Exhibits and any amendments agreed to by both parties (if any);
B. Statements of Work issued under the Agreement and;
C. Insurance certificates evidencing coverages required herein above.

In the event a dispute arises between terms and conditions of this (1) Agreement, its exhibits and amendments (if any) and (2) a SOW issued under the Agreement; applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence: (1) terms and conditions of this Agreement, its exhibits and amendments (if any), and (2) the SOW issued under the Agreement.

XXIX.

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.

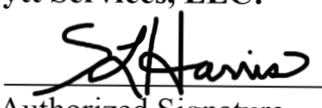
WILLIAMSON COUNTY:

_____
Authorized Signature

_____
County Judge/Presiding Officer

Dated: _____ _____, 20___

Pytt Services, LLC:


Authorized Signature

Stephanie Harris
Printed Name

Dated: May 13, 2025

Approved as to Legal Form
HAL HAWES
General Counsel, Commissioners Court
Date: May 14 2025 Time: 12:20 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: May 14 2025 Time: 8:23 am

Technician Service Rates

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 technician service rate shall be used to establish fixed prices for services by purchase order.

Rates valid thru September 30, 2026 and with subsequent years' renewals.

- If rates change at renewal times, vendor is responsible for making Williamson County aware of the adjusted rates.

Personnel Level	FY 25-26 (5/2025 – 9/30/2026) Hourly Rate
1. Technician	
a. Regular Hours – 7:00 am – 5:00 pm	175.00
b. After Regular Hours – 5:01 pm – 6:59 am	306.25
c. Weekends or County approved Holidays	**306.25**
2. Service Vehicle Fee – per call	200.00

Emergency Contact Personnel:	Kevin Harris
Business Hours Phone Number:	(737) 296-8617
After Hours/Emergency Phone Number:	(737) 296-8617
Email Address:	kevin@pyttservice.com

Materials - Remedial Repairs	
Materials not covered under scheduled service:	
*	Contractor may invoice for parts and materials on a cost-plus basis. The contactor may invoice at 30% markup.
**	Contractor may invoice for equipment rental on a cost-plus basis. The contactor may invoice at 15% 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.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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:
2025-1309009

Date Filed:
05/13/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Pytt Service LLC
Manor, 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.
2025220
Elevator services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Stephanie, Harris	Manor, TX United States	X	
Kevin, Harris	Manor, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Stephanie Harris, 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 13 day of May (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:
2025-1309009

Date Filed:
05/13/2025

Date Acknowledged:
05/14/2025

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Pytt Service LLC
Manor, 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.

2025220
Elevator services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Stephanie, Harris	Manor, TX United States	X	
Kevin, Harris	Manor, 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 **33.**

Meeting Date: 06/03/2025

Approval of Design and Engineering Services Agreement for Central Maintenance Facility Oil Room Safety Upgrade with Energy Systems Design, Inc. utilizing 25RFSQ7 - MEPFC pool 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 awarding RFSQ #25RFSQ7 to Energy Systems Design, Inc. for the Central Maintenance Facility Oil Room Safety Upgrade, in the not-to-exceed amount of Thirty-Seven Thousand Five Hundred Dollars ($37,000.00), and authorize execution of the agreement.

Background

Energy Systems Design, Inc. is recommended for award through the 25RFSQ7 - MEPFC pool, which established a pre-qualified consultant pool to be contracted on an as-needed basis on Pool CC 1/7/25 Agenda Item #32. Energy Systems Design, Inc., is recommended for this project following a project specific evaluation of the firms from the 25RFSQ7 pool. Energy Systems Design, Inc. received the highest score for this project. This Agreement for Design Services between Williamson County and Energy Systems Design, Inc. is to Design the Central Maintenance Facility Oil Room Safety Upgrade located at 3151 SE Inner Loop, Georgetown, TX 78626. This PSA will be valid as of the date of execution through January 29, 2027, Contract Audit and General Counsel reviewed. A detailed scope of work is attached. The funding source is 01.0100.1026.004100, and the point of contact is Gretchen Glenn.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Professional Service Agreement

Form 1295 Energy Systems Design, Inc. Complete

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/29/2025 09:55 AM
County Judge Exec Asst.	Delia Colon	05/29/2025 10:09 AM
Form Started By: Michelle McKinney		Started On: 05/27/2025 07:57 AM
Final Approval Date: 05/29/2025		

AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: **Central Maintenance Facility**
Oil Room Safety Upgrade ("Project")

RCHITECT/
ENGINEER: **Energy Systems Design, Inc** ("A/E")
Henry Melcher, P.E., Principal
5910 Courtyard Drive., Suite 100
Austin, Texas 78731

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 **reduce risk associated with an existing CMF oil storage room**; 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-Seven Thousand and No/100 Dollars ($ 37,000.00)** 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 **Eight Hundred and No/100 Dollars ($800.00)**.

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:

Energy Systems Design, Inc.
Henry Melcher, P.E., Principal
5910 Courtyard Dr., Suite 100
Austin, Texas 78731

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: Energy Systems Design, Inc
5910 Courtyard Dr., Suite 100
Austin, Texas 78731

Attention: Henry Melcher
Principal, Director of Austin Operations

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:

25.5.1
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

25.5.2
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:
Energy Systems Design, Inc.

By: _____
Signature

HENRY MELCHER
Printed Name

VP
Title

Date Signed: 5-20-25

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

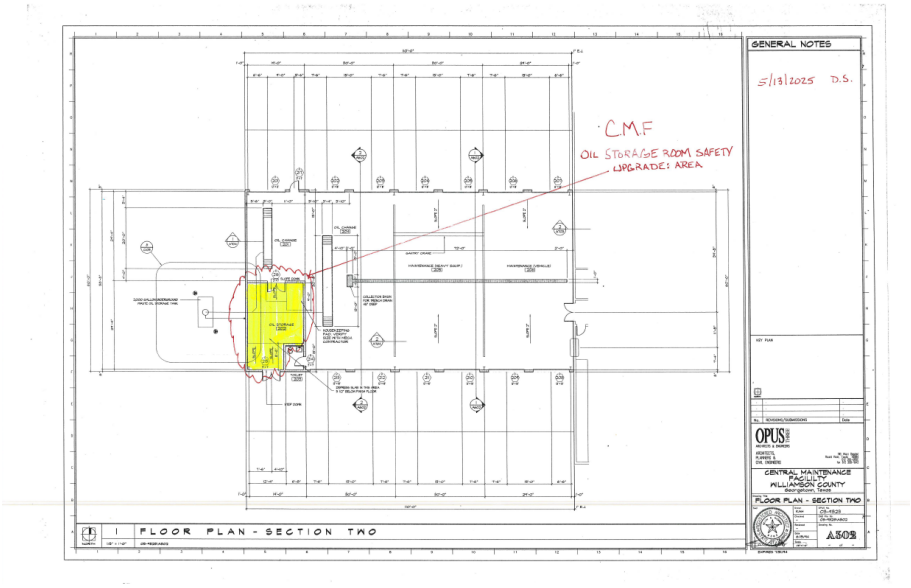
SCOPE OF WORK:

Central Maintenance Facility
3151 SE Inner Loop, Georgetown, TX 78626
Central Maintenance Facility
4100.1026

A/E to provide fire protection engineering consulting to review the oil storage room at the subject site and review recommendations from insurance providers report for the oil storage room.

A/E and sub-consultants will provide the following:

- Fire protection report at Schematic Design Phase that will indicate room is required to be fire rated and separated from the adjacent building.
- Architectural plan to show new fire walls and doors to separate the oil storage room from an adjacent building.
- Design electrical equipment in the room in accordance with the current edition of NFPA 30, Flammable and Combustible Liquids Code and NFPA 70, National Electrical Code,
- if there is any dispensing or mixing.
- Design mechanical ventilation for the room
- Provide As-built drawings



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:		**$**	**37,000**	100%
46%	**Energy Systems Design, Inc**	**$**	**17,100**	
20%	**Waxler Fire Protection Engineering, LLC**	**$**	**7,500**	
34%	**ADM Group, Inc**	**$**	**12,400**	
Phase I - SCHEMATIC DESIGN		**$**	**16,500**	45%
	Energy Systems Design, Inc	$	5,000	
	Waxler Fire Protection Engineering, LLC	$	7,500	
	ADM Group, Inc	$	4,000	
Phase II - DESIGN DEVELOPMENT		**$**	**7,400**	20%
	Energy Systems Design, Inc	$	4,000	
	ADM Group, Inc	$	3,400	
Phase III - CONSTRUCTION DOCUMENTS		**$**	**6,500**	18%
	Energy Systems Design, Inc	$	3,000	
	ADM Group, Inc	$	3,500	
Phase IV - REGULATORY REVIEW AND PERMITS		**$**	**1,500**	4%
	Energy Systems Design, Inc	$	1,500	
Phase V - BIDDING, AWARD, AND EXECUTION		**$**	**1,500**	4%
	Energy Systems Design, Inc	$	1,500	
Phase VI - CONSTRUCTION ADMINISTRATION		**$**	**3,000**	8%
	Energy Systems Design, Inc	$	1,500	
	ADM Group, Inc	**$**	**1,500**	
Phase VII - PROJECT CLOSE-OUT		**$**	**600**	2%
	Energy Systems Design, Inc	$	600	

EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within **Five Hundred Ninety-Eight (598) 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	**06/10/25**
Phase I - SCHEMATIC DESIGN	
Preliminary Scope and Budget analysis deliverables	07/10/25
30% Plans, Specifications and Estimate deliverables	07/31/25
County written authorization to proceed to next phase	08/21/25
Phase II - DESIGN DEVELOPMENT	
60% Plans, Specifications and Estimate deliverables	09/17/25
County written authorization to proceed to next phase	10/08/25
Phase III - CONSTRUCTION DOCUMENTS	
Site Development Plans application submittal to City	12/08/25
Complete Plans, Specifications and Estimate deliverables	11/12/25
County written authorization to proceed to next phase	12/03/25
Phase IV - REGULATORY REVIEW AND PERMITS	
Sealed Plans and Specifications and Estimate deliverables to County	12/31/25
Plans submittal to TDLR and Permit application submittal to City	01/07/26
Construction Permits received from City	02/06/26
Phase V - BIDDING, AWARD, AND EXECUTION	
Permitted Plans and Specifications and Estimate deliverables to County	02/13/26

County advertises project for Bid	03/06/26
Contract Award	04/20/26

Phase VI - CONSTRUCTION ADMINISTRATION

Contractor Notice to Proceed	05/04/26
Construction Substantial Completion	11/30/26

Phase VII - PROJECT CLOSE-OUT

Record Documents deliverables	12/30/26

All services shall be complete on, or before: **01/29/27**

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.

Energy Systems Design, Inc.

Signature of Certifying Official

Henry Melcher
Printed Name of Certifying Official

VP
Title of Certifying Official

5/20/2025
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 Henry Melcher (Signatory Name) the Vice President (Signatory Title) of Energy Systems Design (Entity Name), on behalf of said firm.

NOTARY PUBLIC STATE OF TEXAS
Rodyn Collera
My Commission Expires
1/8/2029
Notary ID135222015

Rodyn Collera
Notary Public in and for the
State of Texas

My commission expires: 1/8/2029

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:
2025-1310919

Date Filed:
05/16/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Energy Systems Design, Inc.
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.
CMF Oil Room Safety Upgrade
Professional MEP Engineering Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Ardebili, Jacque	Scottsdale, AZ United States	X	
Ardebili, Mojitaba	Scottsdale, AZ United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Henry Melcher, 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 Travis County, State of Texas, on the 16 day of May (month), 20 25 (year).

Henry Melcher

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:
2025-1310919

Date Filed:
05/16/2025

Date Acknowledged:
05/23/2025

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Energy Systems Design, Inc.
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.

CMF Oil Room Safety Upgrade
Professional MEP Engineering Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Ardebili, Jacque	Scottsdale, AZ United States	X	
Ardebili, Mojitaba	Scottsdale, 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)

Commissioners Court - Regular Session **34.**

Meeting Date: 06/03/2025

Approval of the Agreement for Construction Services No. 2025250 with The Brandt Companies LLC for the Jail South Variable Frequency Drive (VFD) Replacement 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 approving the Construction Service Agreement No. 2025250 between Williamson County and The Brandt Companies, LLC for the Jail South Variable Frequency Drive (VFD) Replacement in the not-to-exceed amount of Thirty-Two Thousand One Hundred Six Dollars and Fifty-One Cents ($32,106.51) pursuant to Cooperative Contract #CSP-22-049MF and authorize execution of the agreement.

Background

This Agreement for Construction Services between Williamson County and The Brandt Companies, LLC is for the Jail South Variable Frequency Drive (VFD) Replacement, located at Williamson County Jail South, 306 W 4th Street, Georgetown, TX 78626. Contract Audit and General Counsel reviewed. A detailed Scope of Work is attached. The funding source is 01.0100.1008.004509 and the point of contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Construction Service Agreement

Form 1295 The Brandt Companies LLC complete

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/29/2025 10:03 AM
County Judge Exec Asst.	Delia Colon	05/29/2025 10:06 AM
Form Started By: Michelle McKinney		Started On: 05/23/2025 04:18 PM
Final Approval Date: 05/29/2025		

Agreement for Construction Services

(Cooperative Contract #CSP-22-049MF)

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and The Brandt Companies, 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 Jail South Variable Frequency Drive (VFD) Replacement (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 **Thirty-Two Thousand One Hundred Six Dollars and Fifty-One Cents ($32,106.51)** 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 **ninety (90) 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, 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.

.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.
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 (15^{th}) 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 (11^{th}) 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.

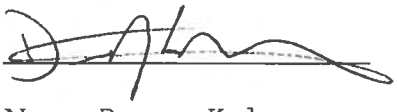
OWNER:	**CONTRACTOR:**
WILLIAMSON COUNTY, TEXAS, a political subdivision of the state of Texas	The Brandt Companies, LLC.
By: _____	By: 
Printed Name: _____	Printed Name: Danny Kelsey
Title: _____	Title: Service Operations Manager
Date: _____	Date: 05/13/2025

Exhibit "A"

Plans and Specifications

Work site location: Williamson County Jail South, 306 W 4th Street, Georgetown, TX 78626

Scope of Work:
Total cost: $32,106.51

Contractor to provide:

1. Shutdown pump skid 1 and VFD
2. LOTO power supply
3. Remove old VFD and replace with an ABB580 series drive
4. Reconnect power and controls
5. Apply power to VFD and program
6. Put the pump into normal operating mode and complete the same scope on pump 2
7. Jail: Remove and replace the chemical feed pot on jail sallyport HHW loop. Remove and replace the chemical feed pot on the 4th floor for the CHW loop. Insulate the put and piping when complete. Replacements will be a filter feeder with 20 micron filter socks.

Exclusions:

1. Parts, materials and equipment will have a restocking fee if work order is canceled. Some items have a 100% restocking fee and are non-returnable.
2. Anything not listed in the scope of work. Overtime labor.
3. Not responsible for unlocated utilities.













Existing VFDs

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:
2025-1309765

Date Filed:
05/14/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
The Brandt Companies, LLC - A Southland Industries Company
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.
CSP-22-049MF
Williamson County Jail - Replace VFD's on (2) pump skids. Replace (2) chemical feed pots on the hot water and chill water loops

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 Danny Kelsey, and my date of birth is [redacted]

My address is [redacted]

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Williamson County, State of Texas, on the 14 day of May (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:
2025-1309765

Date Filed:
05/14/2025

Date Acknowledged:
05/23/2025

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

The Brandt Companies, LLC - A Southland Industries Company
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.

CSP-22-049MF
Williamson County Jail - Replace VFD's on (2) pump skids. Replace (2) chemical feed pots on the hot water and chill water loops

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 **35.**

Meeting Date: 06/03/2025

Approval of the Agreement for Construction Services No. 2025251 with The Brandt Companies LLC for the Jail North Boiler – Replacement of Flue Pipe 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 approving the Construction Service Agreement No. 2025251 between Williamson County and The Brandt Companies, LLC for the Jail North Boiler – Replacement of Flue Pipe in the not-to-exceed amount of Ninety-Six Thousand Five Hundred Eighty-Two Dollars and Seventy-One Cents ($96,582.71) pursuant to Cooperative Contract #CSP-22-049MF and authorize execution of the agreement.

Background

This Agreement for Construction Services between Williamson County and The Brandt Companies, LLC is for the Jail North Boiler – Replacement of Flue Pipe located at Williamson County, 306 W 4th Street, Georgetown, TX 78626. Contract Audit and General Counsel reviewed. A detailed Scope of Work is attached. The funding source is 01.0100.1008.004509 and the point of contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Construction Service Agreement

Form 1295 The Brandt Companies LLC complete

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/29/2025 10:00 AM
County Judge Exec Asst.	Delia Colon	05/29/2025 10:03 AM
Form Started By: Michelle McKinney		Started On: 05/23/2025 04:35 PM
Final Approval Date: 05/29/2025		

Agreement for Construction Services

(Cooperative Contract #CSP 22-049MF)

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and The Brandt Companies, 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 Jail North Boiler – Replace Flue Pipe (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 **Ninety-Six Thousand Five Hundred Eighty-Two Dollars and Seventy-One Cents ($96,582.71)** 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 (100) 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 Schedule Of Values

Contractor shall submit to the Owner, before the first Application for Payment, a schedule of values allocating the entire Contract Price to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.2 Applications For Payment

5.2.1 Contractor shall submit to the Owner an itemized Application for Payment prepared in accordance with the schedule of values for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's

right to payment as the Owner may require, such as copies of requisitions from subcontractors and material suppliers and shall reflect retainage if provided for in the Agreement.

5.2.1.1 Such applications may include requests for payment on account of changes in the Work that have been properly authorized by written Change Orders.

5.2.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a subcontractor or material supplier unless such Work has been performed by others whom the Contractor intends to pay.

5.2.1.3 If requested by Owner or required elsewhere in the Agreement, each Application for Payment shall be accompanied by the following, all in a form and substance satisfactory to the Owner:

a. With each Application for Payment: a current Sworn Statement from the Contractor setting forth all subcontractors and all material suppliers with whom the Contractor has subcontracted, the amount of each such subcontract, the amount requested for any subcontractor or material supplier in the Application for Payment, and the amount to be paid to the Contractor from such progress payment;
b. With each Application for Payment: a duly executed Conditional Waiver and Release on Progress Payment from the Contractor and subcontractors establishing receipt of payment or satisfaction of the payment requested by the Contractor in the current Application for Payment;
c. Commencing with the second Application for Payment submitted by the Contractor, a duly executed Unconditional Waiver and Release on Progress Payment from Contractor and all subcontractors, material suppliers and, where appropriate, lower tier subcontractors that have billed more than five thousand dollars ($5,000) on a single application of payment, establishing receipt of payment or satisfaction of payment of all amounts requested on behalf of such entities and disbursed prior to submittal by the Contractor of the current Application for Payment;
d. With the Final Application for Payment: Contractor shall submit a Conditional Waiver and Release on Final Payment as required by Texas Property Code, §53.284. Upon receipt of final payment, Contractor shall submit an Unconditional Waiver and Release on Final Payment as required by Texas Property Code, §53.284; and
e. Such other information, documentation, and materials as the Owner, or the title insurer (if any) may require in order to ensure that Owner's property is free of lien claims. Such other documents may include, without limitation, original copies of lien or bond claim releases suitable for filing with the County Clerk in Williamson County, Texas.

5.2.2 Unless otherwise provided in the Agreement, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for

materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

5.2.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, bond claims, claims, security interests or encumbrances in favor of the Contractor, subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

5.2.3.1 The Contractor further expressly undertakes to defend Owner, at the Contractor's sole expense, against any actions, lawsuits, or proceedings brought against Owner as a result of liens filed against the Work, the site of any of the Work, the Project site and any improvements thereon, or any portion of the property of any of Owner (referred to collectively as "liens" in this paragraph), provided the Owner has paid Contractor pursuant to the requirements of the Agreement. The Contractor hereby agrees to indemnify and hold Owner harmless against any such liens or claims of lien and agrees to pay any judgment or lien resulting from any such actions, lawsuits, or proceedings.

5.2.3.2 The Owner shall release any payments withheld due to a lien or bond claims if the Contractor obtains security acceptable to the Owner, however, the Contractor shall not be relieved of any responsibilities or obligations under this paragraph, including, without limitation, the duty to defend and indemnify Owner.

5.2.3.3 Retainage. The Owner shall withhold from each progress payment, as retainage, five percent (5%) of the total earned amount. Retainage so withheld shall be managed in conformance with Texas Government Code, Chapter 2252, Subchapter B. Any request for reduction or release of retainage shall be accompanied by written consent of the Contractor's Surety. No such request shall be made until the Contractor has earned at least sixty-five percent (65%) of the total Contract Price.

5.2.3.4 For purposes of Texas Government Code, §2251.021 (a)(2), the date the performance of service is completed is the date when the Owner's representative approves the Application for Payment.

5.3 Certificates For Payment

5.3.1 The Owner will, within seven (7) business days after receipt of the Contractor's Application for Payment, issue a Certificate for Payment, with a copy to the Contractor, for such amount as the Owner determines is properly due, or notify the Contractor in writing of the Owner 's

reasons for withholding certification in whole or in part as provided.

5.3.2 The issuance of a Certificate for Payment will constitute a representation by the Owner, based on the Owner's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Owner's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Agreement. The foregoing representations are subject to an evaluation of the Work for conformance with the Agreement upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Agreement prior to completion and to specific qualifications expressed by the Owner. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Owner has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Price.

5.4 Decisions To Withhold Certification

5.4.1 The Owner may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Owner's opinion the representations to the Owner required herein cannot be made. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Contractor. If the Contractor or Contractor and Owner, as the case may be, cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount that can be certified. The Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Owner's opinion to protect the Owner from loss for which the Contractor is responsible because of:

5.4.1.1 defective Work not remedied;
5.4.1.2 third party claims filed or reasonable evidence indicating probable filing of such claims;
5.4.1.3 failure of the Contractor to make payments properly to subcontractors or for labor, materials or equipment;
5.4.1.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
5.4.1.5 damage to the Owner or a separate contractor;
5.4.1.6 failure to maintain the scheduled progress, or reasonable evidence that the Work will not be completed within the Contract Time;
5.4.1.7 failure to comply with the requirements of Texas Government Code, Chapter 2258 (Prevailing Wage Law);
5.4.1.8 failure to include sufficient documentation to support the amount of payment

requested for the Project;

5.4.1.9 failure to obtain, maintain, or renew insurance coverage, payment/performance bonds or warranty bond required by the Agreement; or

5.4.1.10 repeated failure to carry out the Work in accordance with the Agreement.

5.4.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

5.5 Progress Payments

5.5.1 The Owner shall make payment in the manner and within the time provided in the Agreement and in accordance with Texas Government Code, Chapter 2251.

5.5.2 The Contractor shall pay each subcontractor and material and equipment suppliers no later than ten (10) calendar days after receipt of payment from the Owner the amount to which the subcontractor or material and equipment suppliers is entitled. Payments to subcontractors may reflect the percentages actually retained from payments to the Contractor on account of the subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each subcontractor, require each subcontractor to make payments to Sub-subcontractors in a similar manner.

5.5.3 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven (7) calendar days, the Owner shall have the right to contact subcontractors to ascertain whether they have been properly paid. The Owner shall not have an obligation to pay or to see to the payment of money to a subcontractor, except as may otherwise be required by law.

5.5.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Agreement.

5.6 Failure Of Payment

5.6.1 If the Owner is required to issue Certificates for Payment and, through no fault of the Contractor, the Owner fails to timely issue Certificates for Payment in the time permitted in the Agreement, or if the Owner does not pay the Contractor by the date established in the Agreement, then the Contractor may, upon twenty-one (21) business days written notice to the Owner, stop the Work until payment of the amount owing has been received.

5.6.2 If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Agreement, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Agreement to the contrary, if the Contractor fails to promptly make any payment due the Owner, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective work, the Owner shall have an

absolute right to offset such amount against the Contract Price and may, in the Owner's sole discretion, elect either to (1) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (2) issue a written notice to the Contractor reducing the Contract Price by an amount equal to that which the Owner is entitled.

5.7 Substantial Completion

5.7.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Agreement so that the Owner can occupy or utilize the Work for its intended use; provided, however, that as a condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project.

5.7.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment (punch list). Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the Agreement.

5.7.3 Upon receipt of the Contractor's punch list, the Owner will examine the Work to determine whether the Work or designated portion thereof is substantially complete. If the Owner's examination discloses any item, whether or not included on the Contractor's punch list, that is not sufficiently complete in accordance with the Agreement, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. In such case, the Contractor shall then submit a request for another examination by the Owner to determine Substantial Completion.

5.7.4 When the Work or designated portion thereof is substantially complete, the Owner will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Unless otherwise provided, Contractor shall complete all items on the punch list within thirty (30) calendar days of Substantial Completion. Warranties required by the Agreement shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

5.7.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate of Substantial Completion. Upon such acceptance and consent of surety, if any, the Owner shall

make payment of retainage.

5.8 Partial Occupancy or Use

5.8.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer, the surety, and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Agreement. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Owner as provided herein. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.

5.8.2 Immediately prior to partial occupancy or use, the Owner and Contractor shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

5.8.3 Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Agreement.

5.9 Final Completion and Final Payment

5.9.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will make such inspection and, when the Owner finds the Work acceptable under the Agreement and the Agreement fully performed, the Owner will issue a final Certificate for Payment for the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. All warranties and guarantees required under or pursuant to the Agreement shall be assembled and delivered by the Contractor to the Owner as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Owner until all warranties and guarantees have been received and accepted by the Owner.

5.9.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied, within the period of time required by Texas Government Code, Chapter 2251, (2) a certificate evidencing that insurance required by the Agreement to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least thirty (30) business days prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Agreement, (4) consent of surety to final payment, (5) a warranty bond in a form acceptable to Owner, and (6) other data establishing

payment or satisfaction of obligations, such as receipts, unconditional full and final releases and waivers of liens, claims, security interests or encumbrances arising out of the Agreement, to the extent and in such form as may be designated by the Owner.

5.9.3 Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

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, 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 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 (15^{th}) 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 (11^{th}) 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.

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;

11.1.3 Because the Owner has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in the Agreement, or because the Owner has not made payment on an undisputed Certificate for Payment within the time stated in the Agreement; or

11.1.4 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 further 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

ARTICLE 13 MISCELLANEOUS PROVISIONS:

13.1 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.

13.2 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.

13.3 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.

13.4 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.

13.5 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

13.6 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.

13.7 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.

13.8 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.

13.9 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.

13.10 No Waiver of Sovereign Immunity. Nothing herein shall be construed as a waiver of sovereign immunity by Owner.

13.11 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.

13.12 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.

13.13 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. Cooperative Contract #CSP 22-049MF; 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 Owner and Contractor;
2. Exhibit "A" – Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Agreement;
4. Cooperative Contract #CSP 22-049; and
5. 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.

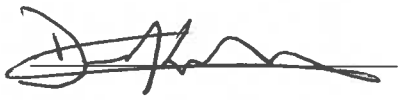
OWNER:	**CONTRACTOR:**
WILLIAMSON COUNTY, TEXAS, a political subdivision of the state of Texas	The Brandt Companies, LLC.
By: _____	By: 
Printed Name: _____	Printed Name: Danny Kelsey
Title: _____	Title: Service Operations Manager
Date: _____	Date: 05/15/2025

Exhibit "A"

Plans and Specifications

Location of Work: 306 W 4th Street, Georgetown, TX 78626

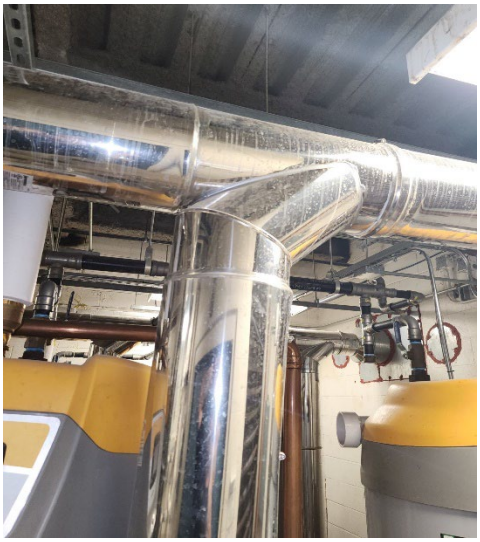
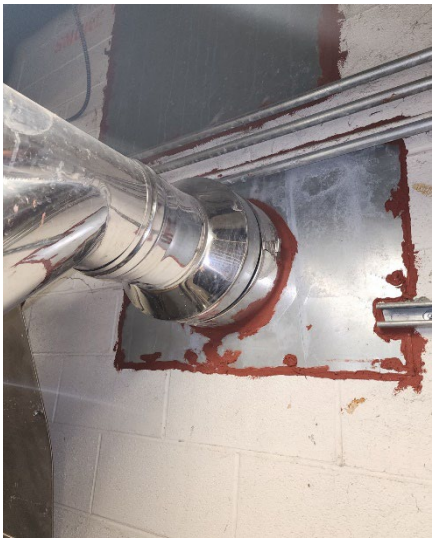
Scope of Work:

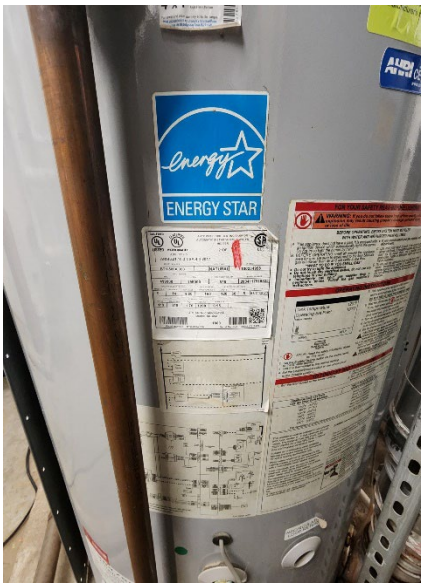
The contractor will perform the following work:

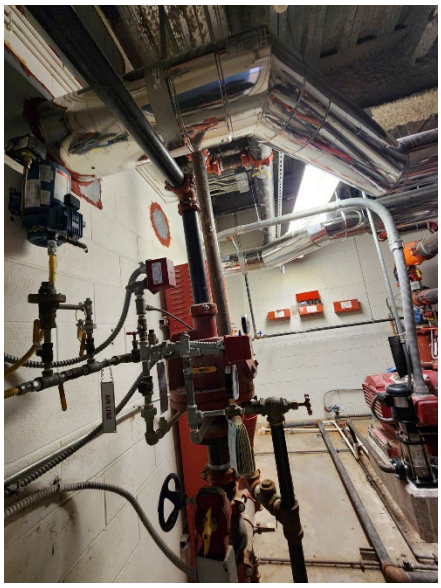
- Remove old flue system by isolating 1 section (3) boilers and shutting them down
- Install new flue pipe system and add (1) draft fan
- Connect electrical to the fan from the breaker panels in the boiler room
- Install new disconnects for the fans
- Repeat the process for the second set of boilers

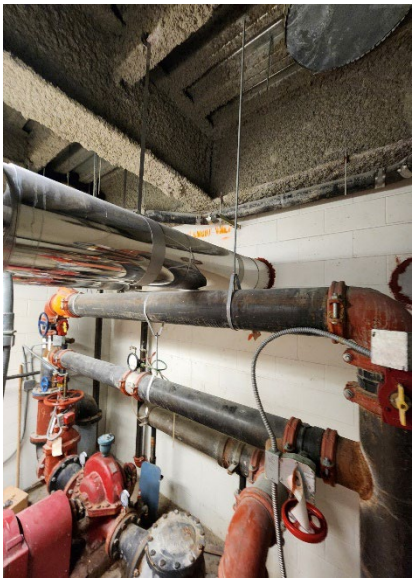
Existing System

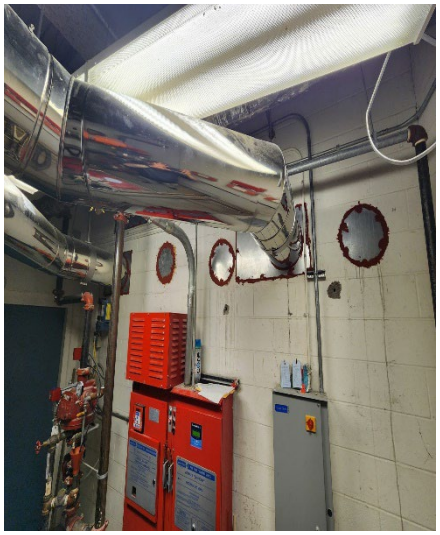


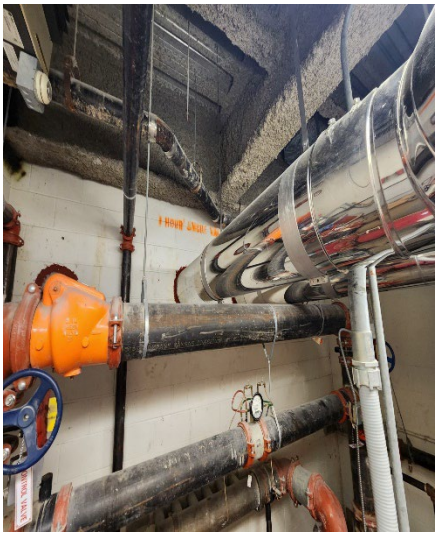






energy
ENERGY STAR









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:
2025-1309843

Date Filed:
05/14/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
The Brandt Companies, LLC - A Southland Industries Company
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.
CSP-22-049MF
Replace Flue Pipe

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 Danny Kelsey, 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 Travis County, State of Texas, on the 15 day of May (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:
2025-1309843

Date Filed:
05/14/2025

Date Acknowledged:
05/23/2025

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

The Brandt Companies, LLC - A Southland Industries Company
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.

CSP-22-049MF
Replace Flue Pipe

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 **36.**

Meeting Date: 06/03/2025

Authorize Issuing IFB #25IFB56 CR 313 Reconstruction 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 authorizing the Purchasing Agent to advertise and receive sealed responses for IFB CR 313 Reconstruction, under IFB #25IFB56. P623.

Background

Williamson County is seeking qualified contractors to provide materials, experienced crews and equipment to reconstruct CR 313 from CR 332 to the East End. The Estimated Budget is $3,209,436.00. The funding source is P623 and the point of contact is Jenifer Favreau.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/27/2025 04:34 PM
County Judge Exec Asst.	Delia Colon	05/27/2025 04:53 PM
Form Started By: Fernando Ramirez		Started On: 05/16/2025 12:38 PM
Final Approval Date: 05/27/2025		

Commissioners Court - Regular Session **37.**

Meeting Date: 06/03/2025

Authorize Issuing IFB #25IFB61 Asphalt Mixes 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 authorizing the Purchasing Agent to advertise and receive sealed responses for IFB Asphalt Mixes, under IFB #25IFB61.

Background

Williamson County is seeking qualified companies to provide Asphalt Mixes per Item 334 and Item 341 (except as modified in “Williamson County Specifications for Asphalt Mixes (Hot and Warm Mix)”) per the Texas Department of Transportation, Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges 2024. The Estimated Budget is $550,000.00. The funding source is 01.0200.0210.003550 and the point of contact is Kelly Murphy.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/27/2025 04:35 PM
County Judge Exec Asst.	Delia Colon	05/28/2025 08:31 AM
Form Started By: Fernando Ramirez		Started On: 05/19/2025 10:06 AM
Final Approval Date: 05/28/2025		

Commissioners Court - Regular Session **38.**

Meeting Date: 06/03/2025

Award of IFB #25IFB45 CR 351 Bridge Riprap Replacement to RHB Construction Inc. for Road and Bridge Departmer

Submitted For: Joy Simonton **Submitted By:** Fernando Ramirez, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on awarding IFB #25IFB45 CR 351 Bridge Riprap Replacement to the lowest and best bidder, RHB Construction, Inc. for an amount not-to-exceed $88,057.00, and authorizing execution of the agreement.

Background

Williamson County Purchasing Dept. sent out one thousand five hundred-twenty-nine (1,529) notifications with fifty-four (54) document takers and received six (6) vendor submissions. After reviewing all the pertinent information, it was concluded that RHB Construction, Inc. submitted the overall lowest and best offer. This contractor has performed similar work on other projects and received positive references from those contacted. It is the recommendation of the Road and Bridge Department that Williamson County award this solicitation #25IFB45 CR 351 Bridge Riprap Replacement to RHB Construction. The funding source is 01.0200.0210.003599 and the point of contact for this project is Jenifer Favreau.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Recommendation Letter

RHB - Bid Submittal

Bid Tabulation - All submittals

Form 1295 - RHB Construction Inc

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/27/2025 04:54 PM
County Judge Exec Asst.	Delia Colon	05/28/2025 09:38 AM
Form Started By: Fernando Ramirez		Started On: 05/22/2025 02:32 PM
Final Approval Date: 05/28/2025		

Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and **RHB Construction, Inc.** ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor to provide the construction services described herein. 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 following described construction services, or any phase of such services, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work"):

As described in the IFB Solicitation # 25IFB45 CR 351 Bridge Riprap Replacement ; including the specifications set forth therein, which is incorporated herein as if copied in full.

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the not-to-exceed amount of **eighty-eight thousand fifty-seven dollars and zero cents ($88,057.00)** , 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 following described plans and specifications, as well as any revisions made thereto:

As described in the IFB Solicitation # 25IFB45 CR 351 Bridge Riprap Replacement ; including the specifications set forth therein, which is incorporated herein as if copied in full.

Additional Work: Should Owner choose to add additional work, such additional work shall be described in a separate written amendment to this Agreement wherein the additional work shall be described, and the parties shall set forth the amount of compensation to be paid by Owner for the additional work. Contractor shall not begin any additional work and Owner shall not be obligated to pay for any additional work unless a written amendment to this Agreement has been signed by both parties.

ARTICLE 4 SUBSTANTIAL AND FINAL COMPLETION:

4.1 Commencement of Work. Contractor shall commence the Work upon instruction to do so from the Owner and Construction shall be deemed to have commenced on the date of such instruction.

4.2 Substantial Completion. "Substantial Completion" means the stage in the progress of the Work when the Work, or designated portions thereof, may still require minor modifications or adjustments but, in the Owner's opinion, the Work has progressed to the point such that all parts of the Work under consideration are fully operational and usable for intended purposes, as evidenced by a Certificate of Substantial Completion approved by the Owner. If a Certificate of Occupancy is required by public authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any portion thereof is considered substantially complete. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify Owner's Designated Representative (sometimes referred to as the "ODR") and request a determination as to whether the Work or designated portion thereof is substantially complete. If the ODR does not consider the Work substantially complete, the ODR will notify the Contractor giving reasons, therefore. Failure on the Owner's part to list a reason does not alter the responsibility of the Contractor to complete all Work in accordance with the terms of this Agreement. After satisfactorily completing items identified by Owner's Designated Representative, the Contractor shall then submit another request for the ODR to determine Substantial Completion. If The ODR considers the Work substantially complete, The ODR will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before final completion and final payment, shall establish the time within which the Contractor shall finish the punch list, and shall establish responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the terms and conditions of this Agreement. The certificate of Substantial Completion shall be signed by the Owner and the Contractor to evidence acceptance of the responsibilities assigned to them in such certificate.

Substantial Completion (as defined in this agreement) for all stages of the Work shall be achieved on or before the following Substantial Completion date:

DATE FOR SUBSTANTIAL COMPLETION: **15 work days**

Under no circumstances will the time for Substantial Completion exceed this date without a written amendment to this Agreement. **THE TIMES SET FORTH IN THE CONSTRUCTION DOCUMENTS ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT. TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT.**

4.3 Final Completion. The Work shall be fully and finally completed **on or before 20 work days**; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Owner shall, at its sole discretion, determine when the Work has been fully and finally completed to its satisfaction.

4.4 Liquidated Damages. For each consecutive calendar day after the date of Substantial Completion that the Work is not Substantially Complete, the Owner may deduct the amount of **$500.00 per day** from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's actual damages for late completion of the Work would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

ARTICLE 5 PAYMENT:

Contractor shall have a duty to submit to the ODR by the end of each month a statement showing the total value of the Work performed during such month. The statement shall also include the value of all sound materials delivered on the Work site and to be included in the Work and all partially completed Work, whether bid as a lump sum or a unit item, which in the opinion of the ODR is acceptable. The ODR shall examine and approve or modify and approve such statement. The Owner shall then pay the Contractor pursuant to Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"), as set forth in Article 11.1 of this Agreement, the total amount of the approved statement less all previous payments and all further sums that may by retained by the Owner under the terms of this Agreement or under the law. **Statements are not considered "received" until reviewed by the ODR and an approved statement is submitted to the Williamson County Auditor's Office; therefore, Contractor must ensure timely delivery of statements for review and processing.**

At any time following the completion of all Work, including all punch list items, cleanup, and the delivery of record documents, the Contractor shall submit a certified application for final payment, including all sums held as retainage if any, to the ODR for its review and approval. Contractor shall submit, prior to or with the application for final payment, final copies of all close out documents, including maintenance and operating instructions, guarantees and warranties, certificates, and all other items required by this Agreement. Contractor shall also submit consent of surety to final payment, an affidavit that all payrolls, bills for materials and equipment, subcontracted work and other indebtedness connected with the Work, except as specifically noted, have been paid or will be paid or otherwise satisfied within the period of time required by Chapter 2251, Texas Government Code. Contractor shall furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims arising out of the Agreement. Owner is entitled to rely upon this affidavit and the Contractor may not submit a claim on behalf of a subcontractor or vendor if that claim has not been noted as an exception in the affidavit.

Owner may deduct from the final payment all sums due from Contractor for any reason, Liquidated Damages and all other deductions authorized by this Agreement.

Final payment shall constitute a waiver of all claims by the Contractor except those specifically identified in writing and submitted to the ODR prior to the application for final payment. Provided, however, that the Work shall not be deemed fully performed by the Contractor and closed until the expiration of all warranty periods.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

6.1 Contractor shall perform all services specifically allocated to it hereunder, as well as those services reasonably inferable and necessary for completion of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work. Contractor agrees and acknowledges that Owner is entering into this Agreement in reliance on Contractor's represented expertise and ability to provide the Work described in this Agreement. Contractor agrees to use its best efforts, skill, judgment, and abilities to

perform its obligations in accordance with the highest standards used in the profession 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 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.

6.5 As part of Contractor obligation to coordinate the Work, Contract shall:

a. cooperate with the ODR and endeavor to further the interests of the Owner and the Work;
b. provide an on-site, full-time superintendent for the duration of the Work;
c. visit the Work site and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required;
d. at Owner's request, attend public meetings and hearings concerning the development of the Work;
e. review all drawings, specifications, and other plans as they are developed by the Owner and/or its architect and advise Owner of any error, inconsistency or omission discovered in the drawings, specifications, and other plans;
f. review the drawings, specifications, and other plans for compliance with all applicable laws and code requirements;
g. advise Owner of any tests that should be performed;
h. organize and maintain a competent, full-time staff at the Work site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work;
i. attend Owner's regularly scheduled Work progress meetings and fully advise the ODR of the Work status including schedule, costs, quality and changes;
j. assist Owner in obtaining building permits and obtain special permits for permanent improvements as required by law; and
k. shall coordinate, monitor and inspect the Work of subcontractors to ensure conformance with the drawings, specifications, other plans and with the terms of this Agreement.

6.6 Contractor shall identify every subcontractor it intends to use for the Work to the Owner in writing at least ten (10) days before entering into any subcontract. Contractor shall not use any subcontractor to which Owner has a reasonable objection. If Owner does not object to a particular subcontractor with said ten (10) days, such subcontract may be considered acceptable to Owner. Following Owner's acceptance of a subcontractor, that subcontractor shall not be changed without Owner's written consent, which shall not be unreasonably withheld.

6.7 Contractor's designated representative, which is set forth below Contractor's signature herein below, shall be responsible for the day-to-day management of the Work on behalf of Contractor. The designated representative shall be the Owner's primary contact during the Work and shall be available as required for the benefit of the Work and the Owner. The contractor's designated representative shall be authorized to act on behalf of and bind the Contractor in all matters related to the Work including, but not limited to, execution of Change Orders.

6.8 NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE OWNER, OR THE ODR.

6.9 Contractor shall promptly correct any defective Work at Contractor's sole expense, unless the Owner specifically agrees, in writing, to accept the Work.

6.10 Contractor shall maintain and deliver the close out documents that describe changes or deviations from the original drawings, specifications and plans that occurred during construction and that reflect the actual "As Built" conditions of the completed Work.

COMMISSIONING AND WARRANTY RESPONSIBILITIES

6.11 Contractor shall provide commissioning, starting and check-out services for the systems installed as a part of the Work prior to completion and acceptance. Operation manuals and instructions will be provided to the Owner, the systems will be demonstrated, and training provided to Williamson County's operators upon completion and prior to acceptance.

6.12 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.

6.13 Contractor shall provide warranty services for the Work for a full **12 months** (30 months for Work involving mechanical services, if any) 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 7 OWNER'S RESPONSIBILITIES

7.1 The Owner shall:

a. provide the general schedule for the Work provided Owner is of the opinion such schedule is necessary. The general schedule will set forth the Owner's plan for milestone dates and completion of the Work;
b. identify a person as its ODR who is authorized to act in the Owner's behalf with respect to the Work. The ODR shall examine the documents submitted by the Contractor and shall render decisions on behalf of the Owner to the extent allowed by Texas law;
c. at Owner's cost, will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants to develop such additional information as may be necessary for the design or construction of the Work;
d. furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Contractor's services and of the Work;
e. shall have the right to reject any defective Work. Should Contractor refuse or neglect to correct any such Work within a reasonable time after notice, Owner may have the Work corrected and recover all expenses incurred from Contractor on demand; and
f. Owner shall furnish to the Contractor a sufficient number of plans, drawings and specifications sets.

ARTICLE 8 INSURANCE AND INDEMNITY

8.1 Insurance. The 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.

8.1.1 The Contractor shall provide and maintain, until the Work covered in this Agreement is completed and accepted by the Owner, 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 Owner.

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	

e. Builder's Risk Insurance
(*all risks*)

An all risks policy shall be in the amount equal at all times to 100% of the Contract Sum. 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 his 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:

1. 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.

2. 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., in this Agreement. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

f. Umbrella coverage in the amount of not less than $1,000,000.

8.1.2 The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this Work.

8.1.3 Policies must include the following clauses, as applicable.

a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Williamson County."
b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Williamson County for liability arising out of operations under the Agreement with Williamson County."
c. "Williamson County, it officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Williamson County."

8.1.4 Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity.

a. Definitions:
(1) 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 Work.
(2) Duration of the Work - includes the time from the beginning of the Work until the Work has been completed and accepted by the Owner.

(3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(4) Persons providing services relating to the Work ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, 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 in relation to the Work. "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 Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

b. 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 in relation to the Work, for the Duration of the Work.

c. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.

d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, 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.

e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the Owner:

(1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and

(2) 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 Work.

f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.

g. 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 in relation to the Work.

h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.

i. By signing this Agreement 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 in relation to the Work and all persons providing services in relation to the Work will be covered by workers' compensation coverage for the Duration of the Work, 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.

j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.5 The furnishing of the above listed insurance coverage must be tendered prior to execution of the Agreement, and in no event later than ten (10) calendar days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

8.1.6 The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. 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.

8.1.7 The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of 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.

8.1.8 The 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.

8.1.9 Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Agreement. 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 $50,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.**

8.1.10 The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and 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 under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 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, 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.

8.2 INDEMNITY.

8.2.1 INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE 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 THE 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 WORK 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 COMPARATIVE OR CONCURRENT NEGLIGENCE 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.

8.2.2 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 PART BY A PARTY INDEMNIFIED HEREUNDER.

8.3 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 9 BONDS

9.1 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.

9.2 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.

9.3 Warranty Bond. Upon execution of this Agreement, 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 Bid Documents and this Agreement.

ARTICLE 10 TERMINATION

10.1 Termination for Cause. 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 shall 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 three (3) business 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 three (3) business days, then and in that instance, the three (3) business 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 breach within three (3) business days or otherwise fails to make any diligent attempt to correct

the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

10.2 Termination for Convenience. The Owner may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Contractor. In the event of such termination, it is understood and agreed that only the amounts due to Contractor 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 Owner's termination of this Agreement for convenience.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 Interest and Late Payments. Except as otherwise specifically set forth herein, 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.

11.2 Assignment; Successors and Assigns. 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. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

11.3 Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

11.4 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 Work site 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.

11.5 Waivers. No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

11.6 Interpretation. In the event of any dispute over the meaning or application of any provision of the Contract Documents, the Contract Documents shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of the Contract Documents.

11.7 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

11.8 Appointment. Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

11.9 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.

11.10 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.

11.11 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 Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner 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.

11.12 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.

11.13 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.

11.14 Sales and Use Tax Exemption. Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended.

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

11.16 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.

11.17 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.

11.18 Reports of Accidents. Within 24 hours after Contractor 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 Contractor), whether or not it results from or involves any action or failure to act by the Contractor or any employee or agent of the Contractor and which arises in any manner from the performance of this Agreement, the Contractor 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 Contractor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Contractor, 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 Contractor's performance of work under this Agreement.

11.19 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.

11.20 Appropriation of Funds by Owner. Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Contractor understands and agrees that the Owner's payment of amounts under this Agreement is contingent on the Owner receiving

appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

11.21 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.

11.22 Entire 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 may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER 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.

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 (Effective Date).

OWNER:

WILLIAMSON COUNTY, TEXAS,
a political subdivision of the state of Texas

By: _____

Printed Name: _____

Title: _____

Date: _____

CONTRACTOR:

By: _____

Printed Name: Ron Hummel

Title: V.P

Date: 05-21-25

Party Representatives

Owner's Designated Representative ("ODR"):

_____
_____
_____

Phone _____
Fax _____

Contractor's Designated Representative:

Ron Hummel
_____
_____

Phone 512-738-1296
Fax _____

May 13, 2025

Ms. Joy Simonton
Director/Purchasing Agent
Williamson County Purchasing Department
100 Wilco Way
Georgetown, Texas 78626

Subject: Recommendation for CR 351 Bridge Riprap Replacement – 25IFB45

The bids for the subject-referenced project have been reviewed, and the apparent low bid (RHB Construction, Inc.) was found to be responsive, mathematically correct, and materially balanced. Following is a summary of the bid totals:

1.	RHB Construction, Inc.	$ 88,057.00
2.	Ten Point Services	$118,175.00
3.	Dalrymple Gravel and Contracting	$126,980.00
4.	Aaron Concrete Contractors, LLC	$129,228.00
5.	Adams Materials	$140,500.42
6.	Gage and Cade Construction	$145,773.00

The Contractor's low base bid is $43,203.00 below the Engineer's Estimate, a cost decrease of 32.91%.

In addition to meeting the bid qualifications, RHB Construction, Inc has performed similar work on other projects and received positive references from those contacted. Based on the low bid of $88,057.00 and the previous work experience, I recommend to the Williamson County Commissioners Court that they award RHB Construction, Inc the contract for the CR 351 Bridge Replacement Project.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

Matt Williamson

Matt Williamson, P.E.
Director of Road & Bridge

BID FORM
CR 351 BRIDGE AT DONAHOE CREEK
WILLIAMSON COUNTY, TEXAS

ITEM/DESC CODE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
100 7001	PREPARING ROW	AC	0.1	$57,250.00	$5,725.00
104-7006	REMOV CONC (RIPRAP)	SY	180	$95.00	$17,100.00
110-7003	EXCAV (SPECIAL)	CY	150	$115.00	$17,250.00
432 7024	RIPRAP (STONE TY R)(DRY)(18 IN)	CY	90	$365.00	$32,850.00
500 7001	MOBILIZATION	LS	1	$8,500.00	$8,500.00
502 7001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	1	$4,500.00	$4,500.00
506 7001	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	208	$7.25	$1,508.00
506 7011	ROCK FILTER DAMS (REMOVE)	LF	208	$3.00	$624.00
				PROJECT TOTAL	**$88,057.00**

25IFB45 CR 351 Bridge Riprap Replacement

All Submitted Bids 05-06-2025

Contractor Name:	Aaron Concrete Contractors, LLC				
BID FORM CR 351 BRIDGE AT DONAHOE CREEK WILLIAMSON COUNTY, TEXAS					
ITEM/DESC CODE	**DESCRIPTION**	**UNIT**	**QUANTITY**	**UNIT PRICE**	**TOTAL**
100 7001	PREPARING ROW	AC	0.1	$121,000.00	$12,100.00
104-7006	REMOV CONC (RIPRAP)	SY	180	$145.00	$26,100.00
110-7003	EXCAV (SPECIAL)	CY	150	$150.00	$22,500.00
432 7024	RIPRAP (STONE TY R)(DRY)(18 IN)	CY	90	$300.00	$27,000.00
500 7001	MOBILIZATION	LS	1	$12,000.00	$12,000.00
502 7001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	1	$13,720.00	$13,720.00
506 7001	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	208	$45.00	$9,360.00
506 7011	ROCK FILTER DAMS (REMOVE)	LF	208	$31.00	$6,448.00
				PROJECT TOTAL	**$129,228.00**

Contractor Name:	Adams Materials and Excavation LLC				
BID FORM CR 351 BRIDGE AT DONAHOE CREEK WILLIAMSON COUNTY, TEXAS					
ITEM/DESC CODE	**DESCRIPTION**	**UNIT**	**QUANTITY**	**UNIT PRICE**	**TOTAL**
100 7001	PREPARING ROW	AC	0.1	$48,000.00	$4,800.00
104-7006	REMOV CONC (RIPRAP)	SY	180	$72.22	$12,999.60
110-7003	EXCAV (SPECIAL)	CY	150	$26.67	$4,000.50
432 7024	RIPRAP (STONE TY R)(DRY)(18 IN)	CY	90	$1,100.00	$99,000.00
500 7001	MOBILIZATION	LS	1	$8,500.00	$8,500.00
502 7001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	1	$3,600.00	$3,600.00
506 7001	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	208	$18.27	$3,800.16
506 7011	ROCK FILTER DAMS (REMOVE)	LF	208	$18.27	$3,800.16
				PROJECT TOTAL	**$140,500.42**

Contractor Name:	Dalrymple Gravel and Contracting Company, Inc.				
BID FORM CR 351 BRIDGE AT DONAHOE CREEK WILLIAMSON COUNTY, TEXAS					
ITEM/DESC CODE	**DESCRIPTION**	**UNIT**	**QUANTITY**	**UNIT PRICE**	**TOTAL**
100 7001	PREPARING ROW	AC	0.1	$25,000.00	$2,500.00
104-7006	REMOV CONC (RIPRAP)	SY	180	$250.00	$45,000.00
110-7003	EXCAV (SPECIAL)	CY	150	$150.00	$22,500.00
432 7024	RIPRAP (STONE TY R)(DRY)(18 IN)	CY	90	$400.00	$36,000.00
500 7001	MOBILIZATION	LS	1	$5,500.00	$5,500.00
502 7001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	1	$3,000.00	$3,000.00
506 7001	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	208	$35.00	$7,280.00
506 7011	ROCK FILTER DAMS (REMOVE)	LF	208	$25.00	$5,200.00
				PROJECT TOTAL	**$126,980.00**

Contractor Name:	Gage & Cade Construction, LLC				
BID FORM CR 351 BRIDGE AT DONAHOE CREEK WILLIAMSON COUNTY, TEXAS					
ITEM/DESC CODE	**DESCRIPTION**	**UNIT**	**QUANTITY**	**UNIT PRICE**	**TOTAL**
100 7001	PREPARING ROW	AC	0.1	$72,918.00	$7,291.80
104-7006	REMOV CONC (RIPRAP)	SY	180	$180.70	$32,526.00
110-7003	EXCAV (SPECIAL)	CY	150	$232.75	$34,912.50
432 7024	RIPRAP (STONE TY R)(DRY)(18 IN)	CY	90	$219.20	$19,728.00
500 7001	MOBILIZATION	LS	1	$10,776.75	$10,776.75
502 7001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	1	$15,661.15	$15,661.15
506 7001	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	208	$77.05	$16,026.40
506 7011	ROCK FILTER DAMS (REMOVE)	LF	208	$42.55	$8,850.40
				PROJECT TOTAL	**$145,773.00**

Contractor Name:	RHB				
BID FORM CR 351 BRIDGE AT DONAHOE CREEK WILLIAMSON COUNTY, TEXAS					
ITEM/DESC CODE	**DESCRIPTION**	**UNIT**	**QUANTITY**	**UNIT PRICE**	**TOTAL**
100 7001	PREPARING ROW	AC	0.1	$57,250.00	$5,725.00
104-7006	REMOV CONC (RIPRAP)	SY	180	$95.00	$17,100.00
110-7003	EXCAV (SPECIAL)	CY	150	$115.00	$17,250.00
432 7024	RIPRAP (STONE TY R)(DRY)(18 IN)	CY	90	$365.00	$32,850.00
500 7001	MOBILIZATION	LS	1	$8,500.00	$8,500.00
502 7001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	1	$4,500.00	$4,500.00
506 7001	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	208	$7.25	$1,508.00
506 7011	ROCK FILTER DAMS (REMOVE)	LF	208	$3.00	$624.00
				PROJECT TOTAL	**$88,057.00**

Contractor Name:	Ten Point Services				
BID FORM CR 351 BRIDGE AT DONAHOE CREEK WILLIAMSON COUNTY, TEXAS					
ITEM/DESC CODE	**DESCRIPTION**	**UNIT**	**QUANTITY**	**UNIT PRICE**	**TOTAL**
100 7001	PREPARING ROW	AC	0.1	$5,625.00	$5,625.00
104-7006	REMOV CONC (RIPRAP)	SY	180	$97.50	$17,550.00
110-7003	EXCAV (SPECIAL)	CY	150	$106.25	$15,937.50
432 7024	RIPRAP (STONE TY R)(DRY)(18 IN)	CY	90	$193.75	$17,437.50
500 7001	MOBILIZATION	LS	1	$25,000.00	$25,000.00
502 7001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	1	$10,625.00	$10,625.00
506 7001	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	208	$65.00	$13,520.00
506 7011	ROCK FILTER DAMS (REMOVE)	LF	208	$60.00	$12,480.00
				PROJECT TOTAL	**$118,175.00**

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:
2025-1311243

Date Filed:
05/18/2025

Date Acknowledged:
05/22/2025

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

RHB
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.

25IFB45
Bridge Riprap Replacement

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:
2025-1311243

Date Filed:
05/18/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

RHB
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.

25IFB45
Bridge Riprap Replacement

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 Ron Hummel, and my date of birth is [redacted].

My address is [redacted] (street), Round Rock (city), TX (state), 78664 (zip code), U.S.A. (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Williamson County, State of TX, on the 21 day of 05 (month), 2025 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **39.**

Meeting Date: 06/03/2025

SAM 24RFSQ13 WA2 CR 240

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization No 2 in the amount of $52,207.00 to expire on January 31, 2026 under Williamson County Contract for Surveying Services between Surveying And Mapping, LLC and Williamson County dated March 19, 2024. Funding source: P705.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SAM 24RFSQ13 WA2 CR 240

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	05/28/2025 09:18 AM
County Judge Exec Asst.	Becky Pruitt	05/30/2025 01:43 PM
Form Started By: Vicky Edwards		Started On: 05/21/2025 12:28 PM
Final Approval Date: 05/30/2025		

WORK AUTHORIZATION NO. 2
PROJECT: ROW Delineation & Mapping CR 240

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated **March 19, 2024** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Surveying And Mapping, LLC** (the "Surveyor").

Part1. The Surveyor will provide the following Surveying 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 **$52,207.00**.

Part 3. Payment to the Surveyor 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 **January 31, 2026**. The Surveying 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. Surveyor 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 Surveyor 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 Surveyor.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 2025.

SURVEYOR:

Surveying And Mapping, LLC (SAM)

By:_____
Signature

Scott Brashear
Printed Name

RPLS, Sr. PM
Title

COUNTY:

Williamson County, Texas

By: _____
Signature

Steve Snell
Printed Name

Williamson County Judge
Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Surveyor

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment A - Services to be Provided by County

The County shall:

A. Designate a project manager to serve as the County's point of contact with the Surveyor.

B. Provide the specification requirements for all surveys.

C. Provide timely reviews and decisions necessary to enable the Surveyor to maintain an agreed upon project schedule as developed in Attachment C.

D. The horizontal datum for this project will be NAD83 (2011) Texas Coordinate System, Central zone, with a scale factor of 1.00012 or as provided by the county.

E. Vertical values for this project will be based on NAVD88, GEOID 18.

F. It is assumed that Williamson County will handle problems regarding any and all refusal to grant Right of Entry or communication with landowners who are hostile with respect to the completion of this Work Authorization.

Attachment B - Services to be Provided by Surveyor (SAM)

Project Limits –

Along CR 240 from SH 195 to the DPS Training Facility (Approximately 0.85 miles)

Exhibit "A"



Project Control

The Surveyor shall establish horizontal & vertical control including a minimum of 3 points within the survey project limits along CR 240. The survey control points (5/8" iron rods with aluminum caps set in concrete) will be set in locations that will likely be undisturbed by construction or maintenance. The project control will be placed on horizontal & vertical datum's [NAD83/2011/NAVD88 values (Texas Coordinate System, Central Zone)] with a scale factor of 1.00012 or as provided by the county. Elevations will be derived from GPS observations using Geoid 2018 model. Secondary control points will be set throughout the project corridors as needed to complete the scope of work.

Design/Topographic Survey

SAM shall obtain design survey data within the project limits at approximate 50' intervals and major grade breaks necessary to produce a one-foot interval contour DTM. This data will typically include as follows: edge of pavement/gutter & back of curb, crown (physical centerline), roadway striping , top and bottom of drainage ditches, sidewalk, fences, guardrails, signs (with text), mailboxes, retaining walls, paved areas, buildings, driveways (with type noted), driveway pipes, visible utilities and visible evidence of underground utilities only. Design survey limits will be within the proposed ROW limits. Trees 8" and larger will be located.

Design Survey Deliverables

- 2D planimetrics & 3D DTM (ORD)
- TIN file
- 1-Foot Contour map in Microstation ORD
- PDF Field Book copies
- ASCII file of points
- Survey Control Sheets

Right of Entry

SAM shall attempt to obtain right-of-entry (ROE) for approximately 2 private properties for the purpose of collecting design and ROW survey data. SAM anticipates that Williamson County will handle problems regarding any and all refusal to grant ROE or communication with private property owners who are hostile with respect to the completion of this scope of services. SAM shall document any interactions with property owners while performing the work.

Right of Way Mapping

Records Research and Deed Study

Upon notice to proceed, SAM will conduct research in the Williamson County Appraisal District offices to confirm property ownership for the 2 affected properties (subject properties). Concurrently, copies of the current deeds and any plats for all subject properties will be obtained from the County Clerks' records. SAM anticipates that Title Commitments, Title Reports, and any other form of records research beyond obtaining current deeds and plats will be provided by others. Obtaining any additional records (including easements, chain of title, or any encumbrances) is outside of this scope of services.

Field Surveys

SAM will verify/recover monuments marking the existing ROW lines (if any) and the front corners of the properties from which ROW is to be obtained and will tie to the project control. SAM will recover the corner or angle point monuments nearest to the proposed ROW on the side line of each of the subject properties and these corners will be tied to the project control after ROE has been granted.

Boundary Analysis

Utilizing the deed study and the data from the field survey, SAM will analyze the results of the survey and perform computations related to the analysis. Location of the existing ROW lines and the side property lines of each of the subject properties will be determined by SAM.

Preparation of Documents

Documents will be submitted in two rounds (preliminary and final). Preliminary ROW documents shall be submitted based upon found monumentation within the existing ROW. Final ROW documents shall be submitted at a later date once ROE has been granted and the property boundaries finalized.

a) SAM will develop a base file showing ownership of the subject properties. Properties adjacent to the existing/proposed right of way within the project limits will be labeled with the owner's name and deed recordation information.

b) Utilizing the boundary surveys performed by SAM and the proposed ROW line location provided by Williamson County, SAM will compute the boundaries of the ROW parcels for each of the subject properties.

c) SAM will draft plats for the 2 parcels for ROW acquisition. The plats will be prepared on 8 1/2" x 11" pages at a scale dependent upon parcel size. A closure computation will be prepared for each of the plats.

d) SAM will prepare a field note (metes and bounds) description for each of the 2 parcels. A closure computation will be prepared for each of the descriptions.

e) To assure the accuracy of the documents, SAM will read the descriptions while all details are compared to ROW plans and parcel plats (bearings, distances, stations and offsets, deed references, etc.). Final mark-ups will be made and corrections completed.

f) All of the above described survey documents (plans, property descriptions parcel plats and closure computations) will be submitted to the County for a one time review. Upon the completion of review of all ROW survey documents, SAM will make necessary corrections. The final ROW documents will then be delivered to the County.

Monumentation

5/8-inch iron rod with "Williamson County" aluminum caps will be set at PCs, PTs, angle points and at no greater than 1,000 foot intervals along tangents on the proposed right-of-way line (up to 10 total).

ROW Mapping Deliverables

SAM will provide all files via secure ftp site and/or on a portable hard drive.

- Word doc file of surveyed points list and TxDOT descriptor code list.
- PDF file of scanned field book copies
- One preliminary legal description for each parcel (PDF)
- One final legal description for each parcel (signed and sealed) (PDF)
- One preliminary individual survey plat on 8 1/2"x11" for each parcel (PDF)
- One individual survey plats on 8 1/2"x11" for each parcel (signed and sealed)(PDF)
- One set of area computation sheets for legal descriptions and plats for all parcels
- 2D DGN of ROW basemap

EXHIBIT C - WORK SCHEDULE													
Surveying and Mapping, LLC													
Start Date	**Week 1**	**Week 2**	**Week 3**	**Week 4**	**Week 5**	**Week 6**	**Week 7**	**Week 8**	**Week 9**	**Week 10**	**Week 11**	**Week 12**	**Week 13 - 35**
NOTE*	*6/9/25*	*6/16/25*	*6/23/25*	*6/30/25*	*7/7/25*	*7/14/25*	*7/21/25*	*7/28/25*	*8/4/25*	*8/11/25*	*8/18/25*	*8/25/25*	*9/1/25 - 1/31/26*
Establish Project Control													
Right of Entry Coordination													
Design Survey													
ROW Field Surveys													
Boundary Analysis/Prepare Prelim ROW Documents													
Prepare Final ROW Documents													
Establish ROW Monumentation													
County Review													
***Weather and right of entry dependant. Gaining ROE from all landowners in a timely manner will be critical in meeting deadlines for this project.													

ATTACHMENT D
TIME & MATERIALS PAYMENT BASIS
SURVEY SERVICES

Project: CR 240
Proposal Number: 1023084659B

TASK DESCRIPTION	SENIOR PROJECT MANAGER	PROJECT MANAGER	PROJECT COORDINATOR	SENIOR SURVEY TECHNICIAN	SURVEY TECHNICIAN	2-PERSON SURVEY CREW	3-PERSON SURVEY CREW	FIELD COORDINATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS
Establish Project Control (Up to 3 points)		2		12	16	20		1		$7,790.00
Records Research and Deed Study		4		16	24					$5,860.00
ROW Field Surveys		2			10	55		3		$12,205.00
Boundary Analysis	2	8	4	6						$3,550.00
Prepare Preliminary ROW Documents (Up to 2 parcels)		4		6	20					$4,030.00
Right of Entry Coordination (Up to 2 properties)			1	1	2					$525.00
Prepare Final ROW Documents (Up to 2 parcels)		1		1	2					$580.00
Establish ROW Monumentation (Up to 10 iron rods)					2	10				$2,090.00
Design Survey (Includes locating trees 8" and bigger)	1	2		4	12	45		2		$11,245.00
QA/QC Prepare Final Deliverables	2	2		2	8					$2,140.00
										$0.00
SUB-TOTALS	5	25	5	48	96	130	0	6	0	$50,015.00
HOURS SUB-TOTALS	5	25	5	48	96	130	0	6	0	315
CONTRACT RATE PER HOUR	$250.00	$205.00	$150.00	$135.00	$120.00	$185.00	$260.00	$140.00	$105.00	
TOTAL LABOR COSTS	$1,250.00	$5,125.00	$750.00	$6,480.00	$11,520.00	$24,050.00	$0.00	$840.00	$0.00	$50,015.00

OTHER DIRECT EXPENSES		**# OF UNITS**	**COST/UNIT**							
Mileage (number x current state rate)		1560	$0.700							$1,092.00
GPS Receiver		110	$10.00							$1,100.00
SUBTOTAL DIRECT EXPENSES										**$2,192.00**

SUMMARY		
LABOR COSTS		$50,015.00
NON-SALARY (OTHER DIRECT EXPENSES)		$2,192.00
TOTAL SAM SURVEY		**$52,207.00**

Commissioners Court - Regular Session **40.**

Meeting Date: 06/03/2025

Final plat for the 1487 Commercial subdivision – Pct 2

Submitted For: Adam Boatright **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the 1487 Commercial subdivision – Precinct 2.

Background

This subdivision consists of 1 lot and no new roads on 7.4 acres. It meets the requirements of a minor plat as defined in the subdivision regulations.

Timeline
2024-09-04 – initial submittal of the final plat application
2024-09-27 – 1st review complete with comments
2024-12-10 – 2nd submittal of final plat
2024-12-23 – 2nd review complete with comments
2025-02-06 – 3rd submittal of final plat
2025-02-20 - 3rd review complete with comments
2025-03-24 – 4th submittal of final plat
2025-04-02 – 4th review complete with clear comments
2025-05-20 – receipt of final plat with signatures
2025-05-29 – final plat placed on the June 3, 2025, Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

final (minor) plat – 1487 Commercial

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	05/29/2025 11:59 AM
Form Started By: Adam Boatright		Started On: 05/29/2025 11:47 AM
Final Approval Date: 05/29/2025		

MINOR PLAT OF
1487 COMMERCIAL

BEING A 7.627 ACRE TRACT OF LAND, LOCATED IN THE JOHN B. ROBINSON SURVEY, ABSTRACT 521, WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF A CALLED 7.625 ACRE TRACT OF LAND AS DESCRIBED AND CONVEYED OF RECORD IN DOCUMENT NO. 2025022987 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

LEGAL DESCRIPTION

A 7.627 ACRE TRACT OF LAND, LOCATED IN THE JOHN B. ROBINSON SURVEY, ABSTRACT 521, WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF A CALLED 7.625 ACRE TRACT OF LAND AS DESCRIBED AND CONVEYED OF RECORD IN DOCUMENT NO. 2025022987 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 7.627 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A SET ½" IRON ROD WITH A RED PLASTIC CAP STAMPED "MATKIN HOOVER ENG & SURVEY" AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 183, A 100' WIDE PUBLIC RIGHT-OF-WAY, AND THE SOUTHERLY RIGHT-OF-WAY LINE OF LONG RUN RD., A 30' RIGHT-OF-WAY AS CALLED FOR IN SAID DOCUMENT NO. 2024034503, FOR THE NORTHEAST CORNER OF SAID 7.625 ACRE TRACT AND THE TRACT DESCRIBED HEREIN;

THENCE: S 04° 41' 05" W, WITH THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 183 AND THE EAST LINE OF SAID 7.625 ACRE TRACT, A DISTANCE OF 537.89 FEET TO A FOUND ½" IRON ROD AT THE NORTHEAST CORNER OF A CALLED 5.609 ACRE TRACT OF LAND AS DESCRIBED OF RECORD IN DOCUMENT NO. 2015050763 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, THE SOUTHEAST CORNER OF SAID 7.625 ACRE TRACT AND THE TRACT DESCRIBED HEREIN;

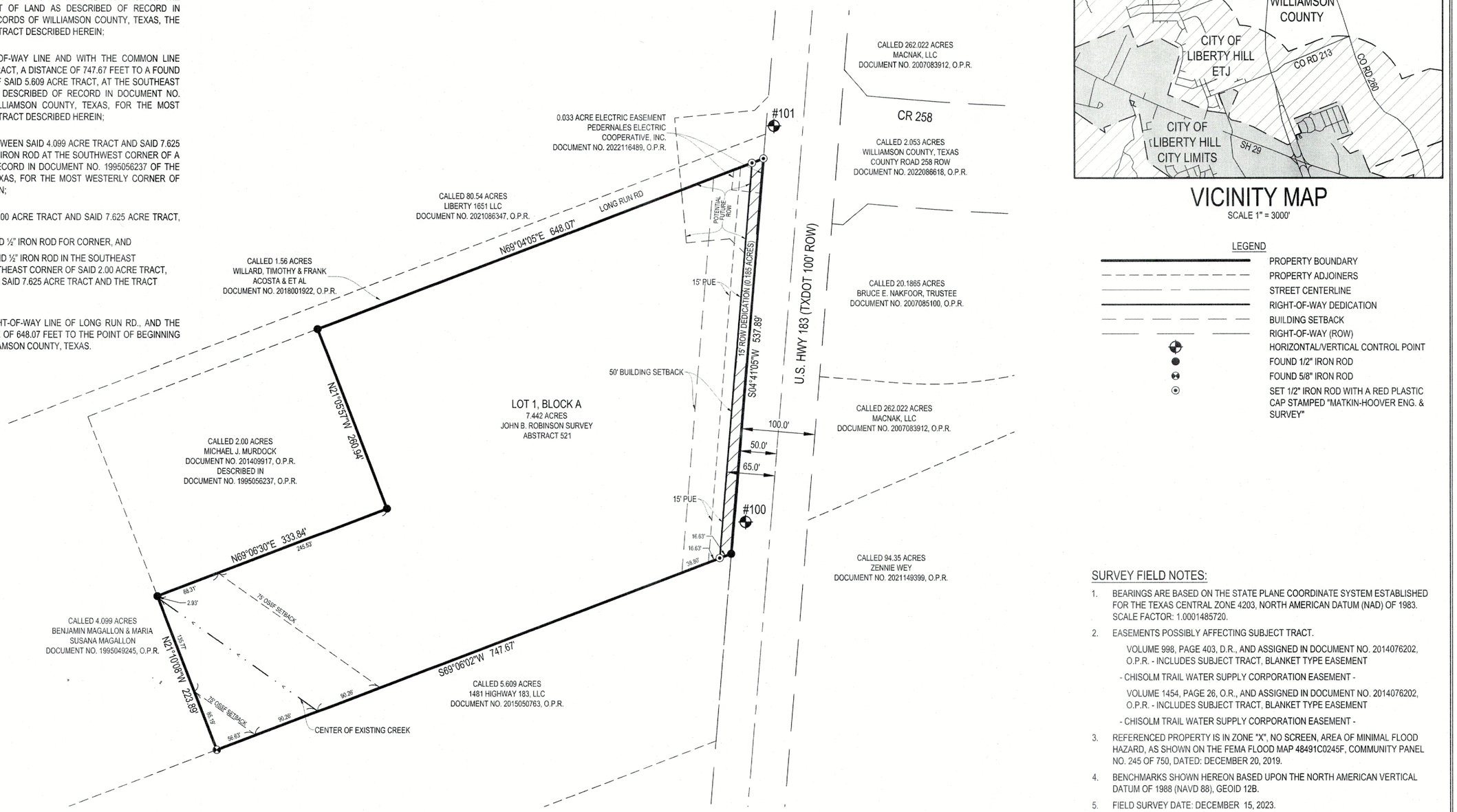
THENCE: S 69° 06' 02" W, DEPARTING SAID RIGHT-OF-WAY LINE AND WITH THE COMMON LINE BETWEEN SAID 7.625 ACRE TRACT AND SAID 5.609 ACRE TRACT, A DISTANCE OF 747.67 FEET TO A FOUND 5/8" IRON ROD FOR AN ANGLE IN THE NORTHWEST LINE OF SAID 5.609 ACRE TRACT, AT THE SOUTHEAST CORNER OF A CALLED 4.099 ACRE TRACT OF LAND AS DESCRIBED OF RECORD IN DOCUMENT NO. 1995049245 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR THE MOST SOUTHERLY CORNER OF SAID 7.625 ACRE TRACT AND THE TRACT DESCRIBED HEREIN;

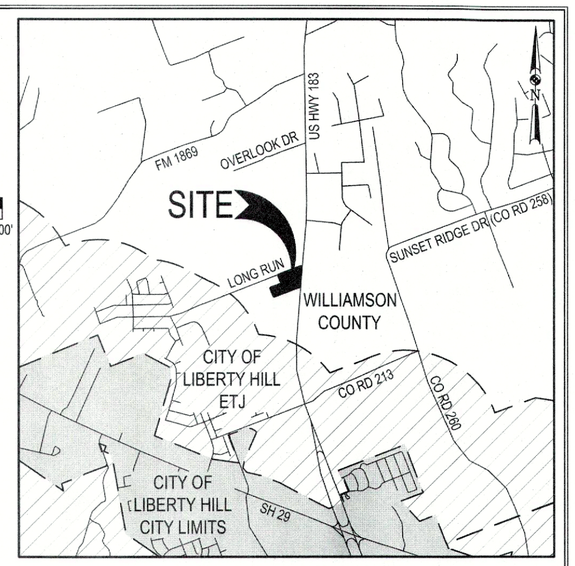
THENCE: N 21° 10' 08" W, WITH THE COMMON LINE BETWEEN SAID 4.099 ACRE TRACT AND SAID 7.625 ACRE TRACT, A DISTANCE OF 223.89 FEET TO A FOUND ½" IRON ROD AT THE SOUTHWEST CORNER OF A CALLED 2.00 ACRE TRACT OF LAND AS DESCRIBED OF RECORD IN DOCUMENT NO. 1995056237 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR THE MOST WESTERLY CORNER OF SAID 7.625 ACRE TRACT AND THE TRACT DESCRIBED HEREIN;

THENCE: WITH THE COMMON LINES BETWEEN SAID 2.00 ACRE TRACT AND SAID 7.625 ACRE TRACT, THE FOLLOWING TWO (2) COURSES:

1. N 69° 06' 30" E, A DISTANCE OF 333.84 FEET TO A FOUND ½" IRON ROD FOR CORNER, AND
2. N 21° 05' 57" W, A DISTANCE OF 260.94 FEET TO A FOUND ½" IRON ROD IN THE SOUTHEAST RIGHT-OF-WAY LINE OF LONG RUN RD., FOR THE NORTHEAST CORNER OF SAID 2.00 ACRE TRACT, FOR THE MOST NORTHERLY NORTHWEST CORNER OF SAID 7.625 ACRE TRACT AND THE TRACT DESCRIBED HEREIN;

THENCE: N 69° 04' 05" E, WITH THE SOUTHEAST RIGHT-OF-WAY LINE OF LONG RUN RD., AND THE NORTHWEST LINE OF SAID 7.625 ACRE TRACT, A DISTANCE OF 648.07 FEET TO THE POINT OF BEGINNING AND CONTAINING 7.627 ACRES OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS.





VICINITY MAP
SCALE 1" = 3000'

LEGEND

- PROPERTY BOUNDARY
- PROPERTY ADJOINERS
- STREET CENTERLINE
- RIGHT-OF-WAY DEDICATION
- BUILDING SETBACK
- RIGHT-OF-WAY (ROW)
- HORIZONTAL/VERTICAL CONTROL POINT
- FOUND 1/2" IRON ROD
- FOUND 5/8" IRON ROD
- SET 1/2" IRON ROD WITH A RED PLASTIC CAP STAMPED "MATKIN-HOOVER ENG. & SURVEY"

SURVEY FIELD NOTES:

1. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED FOR THE TEXAS CENTRAL ZONE 4203, NORTH AMERICAN DATUM (NAD) OF 1983. SCALE FACTOR: 1.0001485720.
2. EASEMENTS POSSIBLY AFFECTING SUBJECT TRACT.

   VOLUME 998, PAGE 403, D.R., AND ASSIGNED IN DOCUMENT NO. 2014076202, O.P.R. - INCLUDES SUBJECT TRACT, BLANKET TYPE EASEMENT

   - CHISOLM TRAIL WATER SUPPLY CORPORATION EASEMENT -

   VOLUME 1454, PAGE 26, O.R., AND ASSIGNED IN DOCUMENT NO. 2014076202, O.P.R. - INCLUDES SUBJECT TRACT, BLANKET TYPE EASEMENT

   - CHISOLM TRAIL WATER SUPPLY CORPORATION EASEMENT -
3. REFERENCED PROPERTY IS IN ZONE "X", NO SCREEN, AREA OF MINIMAL FLOOD HAZARD, AS SHOWN ON THE FEMA FLOOD MAP 48491C0245F, COMMUNITY PANEL NO. 245 OF 750, DATED: DECEMBER 20, 2019.
4. BENCHMARKS SHOWN HEREON BASED UPON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88), GEOID 12B.
5. FIELD SURVEY DATE: DECEMBER 15, 2023.

SHEET LIST

SHEET	TITLE
1	PLAT PAGE
2	SIGNATURE PAGE

SITE CONTROL				
POINT #	NORTHING	EASTING	ELEVATION	RAW DESCRIPTION
100	10216897.10'	3067828.71'	1053.10'	SET COTTON GIN SPINDLE
101	10217434.37'	3067867.76'	1047.65'	SET MAG NAIL WITH A METAL WASHER STAMPED "MATKIN HOOVER ENG. & SVY."

OWNER:
LONG RUN FC REAL ESTATE LLC
11712 SHOREVIEW OVERLOOK
AUSTIN, TX 78732

SURVEYOR:
MATKINHOOVER
ENGINEERING & SURVEYING
C/O KYLE L. PRESSLER, R.P.L.S
1701 WILLIAMS DRIVE
GEORGETOWN, TEXAS 78628
OFF: (830) 249-0600
KYLE.PRESSLER@
MATKINHOOVER.COM

AGENT/ENGINEER:
MATKINHOOVER
ENGINEERING & SURVEYING
C/O GARRETT D. KELLER, P.E.
1701 WILLIAMS DRIVE
GEORGETOWN, TEXAS 78628
OFF: (830) 249-0600
GKELLER@MATKINHOOVER.COM

MATKINHOOVER
ENGINEERING & SURVEYING
HEADQUARTERS
8 SPENCER ROAD SUITE 300
BOERNE, TEXAS 78006
OFFICE: 830.249.0600 FAX:830.249.0099
1701 WILLIAMS DR.
GEORGETOWN, TEXAS 78628
OFFICE: 830.249.0600
2219 SAWDUST RD. SUITE 1201
SPRING, TEXAS 77380
OFFICE: 830.249.0600
BOERNE: TEXAS REGISTERED SURVEYING FIRM #: 10034900
BOERNE: TEXAS REGISTERED ENGINEERING FIRM #:4045512
CIVIL ENGINEERS SURVEYORS LAND PLANNERS
CONSTRUCTION MANAGERS CONSULTANTS

SUBMITTAL DATE: MAY 24, 2024

MHE JOB NO. - 3383.00

MINOR PLAT OF
1487 COMMERCIAL

BEING A 7.627 ACRE TRACT OF LAND, LOCATED IN THE JOHN B. ROBINSON SURVEY, ABSTRACT 521, WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF A CALLED 7.625 ACRE TRACT OF LAND AS DESCRIBED AND CONVEYED OF RECORD IN DOCUMENT NO. 2025022987 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

NOTES:

1. 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 OR PROPERTY OWNER'S ASSOCIATION.
2. WATER SERVICE PROVIDED BY: GEORGETOWN UTILITY SYSTEMS, WASTEWATER SERVICE PROVIDED BY: ON-SITE SEPTIC, AND ELECTRICAL SERVICE PROVIDED BY: PEDERNALES ELECTRIC COOPERATIVE.
3. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, IT'S OFFICERS AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
4. 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-WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
5. ALL SIDEWALKS WITHIN THIS SUBDIVISION ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS OR PROPERTY OWNER'S ASSOCIATION.
6. 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.
7. NO LOT IN THIS SUBDIVISION IS ENCROACHED BY A SPECIAL FLOOD HAZARD AREA(S) INUNDATED BY THE 100-YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S.FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48491C0245F, EFFECTIVE DATE 12/20/2009 FOR WILLIAMSON COUNTY, TEXAS.
8. 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.
9. THIS SUBDIVISION WAS EXEMPT FROM PROVIDING STORM-WATER MANAGEMENT CONTROLS (DETENTION) AT THE TIME OF FILING THIS PLAT BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.1.4. PRIOR TO ANY DEVELOPMENT WITHIN THIS SUBDIVISION, STORM-WATER MANAGEMENT CONTROLS SHALL BE DESIGNED, CONSTRUCTED AND MAINTAINED BY THE OWNER OR PROPERTY OWNER'S ASSOCIATION IN ACCORDANCE WITH THE APPLICABLE REGULATIONS IN EFFECT AT THE TIME OF DEVELOPMENT. CONTACT THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR FOR REVIEW AND APPROVAL OF THE PROPOSED STORM-WATER MANAGEMENT CONTROLS PRIOR TO ANY DEVELOPMENT WITHIN THIS SUBDIVISION.
10. 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.
11. 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. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, WILL CHANGE OVER TIME AND THE CURRENT EFFECTIVE FLOODPLAIN DATA TAKES PRECEDENCE OVER FLOODPLAIN DATA REPRESENTED ON THIS PLAT. 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 STREETS IN THE SUBDIVISION HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
12. THE MINIMUM FFE SHALL BE AT LEAST ONE FOOT ABOVE THE ADJACENT FINISHED GRADE AND BFE. 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 BFE.
13. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.

SURVEYORS CERTIFICATION

I, KYLE L. PRESSLER, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH THE SUBDIVISION REGULATIONS ADOPTED BY WILLIAMSON COUNTY, TEXAS.

THIS 29th DAY OF April, 20 25.

STATE OF TEXAS REGISTERED KYLE L. PRESSLER 6528 PROFESSIONAL LAND SURVEYOR

KYLE L. PRESSLER
REGISTERED PROFESSIONAL SURVEYOR
NO. 6528 STATE OF TEXAS

ENGINEER'S CERTIFICATION

I, GARRETT D. KELLER, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH THE SUBDIVISION REGULATIONS ADOPTED BY WILLIAMSON COUNTY, TEXAS. THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

THIS 29th DAY OF April, 20 25.

STATE OF TEXAS GARRETT D. KELLER 111511 LICENSED PROFESSIONAL ENGINEER

GARRETT D. KELLER
REGISTERED PROFESSIONAL ENGINEER
NO. 111511 STATE OF TEXAS

BASED UPON THE ABOVE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE SURVEY AS REPRESENTED BY THE SAID ENGINEER OR 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 VERIFICATIONS OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY ENGINEER'S OFFICE AND WILLIAMSON COUNTY DISCLAIMS 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, P.E. DATE 5/29/2025
WILLIAMSON COUNTY ENGINEER

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 30 DAY OF May, 20 25 A.D.

WILLIAMSON COUNTY ADDRESSING COORDINATOR Cindy Bridges DATE 5/30/25

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

THAT, LONG RUN FC REAL ESTATE LLC, ACTING BY AND THROUGH NURESH MAKNOJIA, ITS MANAGER, IS THE SOLE OWNER OF THE CERTAIN 7.627 ACRE TRACT OF LAND, LOCATED IN THE JOHN B. ROBINSON SURVEY, ABSTRACT 521, WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF A CALLED 7.625 ACRE TRACT OF LAND AS DESCRIBED AND CONVEYED OF RECORD IN DOCUMENT NO. 2025022987 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE 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 MINOR PLAT OF 1487 COMMERCIAL.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 16 DAY OF May, 20 25.

NURESH MAKNOJIA, MANAGER
LONG RUN FC REAL ESTATE LLC
11712 SHOREVIEW OVERLOOK
AUSTIN, TEXAS 78732

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED NURESH MAKNOJIA, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 16 DAY OF May, 20 25.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES ON: 4/8/2028

GLENN ROGERS HARRIS NOTARY PUBLIC STATE OF TEXAS NOTARY ID 134839914 MY COMM. EXP. 04-08-2028

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON {

I, _____, 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 COMMISSIONERS 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.

_____
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 OFFICIAL PUBLIC RECORDS OF SAID COUNTY 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 RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____, DEPUTY

LIENHOLDER CERTIFICATION

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF Montgomery {

I, Ulises Zavala, LIEN HOLDER OF THE CERTAIN 7.627 TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2025022987 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CONSENT TO THE SUBDIVISION OF SAID TRACT AS SHOWN HEREON; DO FURTHER HEREBY JOIN, APPROVE AND COVENANT TO ALL RESTRICTION LISTED HEREIN; AND DO HEREBY DEDICATE TO THE CITY OF GEORGETOWN ALL EASEMENTS SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF GEORGETOWN MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS 1487 COMMERCIAL.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 8th DAY OF May, 20 25.

NAME: Ulises Zavala

SIMMONS BANK
ADDRESS: 6910 FM 1488, Ste 1
Magnolia, TX 77355

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF Montgomery {

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED Ulises Zavala, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 8th DAY OF May, 20 25.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MEGAN WELCH My Notary ID # 130014410 Expires November 6, 2026

MY COMMISSION EXPIRES ON: 11/6/26

SHEET LIST

SHEET	TITLE
1	PLAT PAGE
2	SIGNATURE PAGE

OWNER:	SURVEYOR:	AGENT/ENGINEER:
LONG RUN FC REAL ESTATE LLC 11712 SHOREVIEW OVERLOOK AUSTIN, TX 78732	MATKINHOOVER ENGINEERING & SURVEYING C/O KYLE L. PRESSLER, R.P.L.S 1701 WILLIAMS DRIVE GEORGETOWN, TEXAS 78628 OFF: (830) 249-0600 KYLE.PRESSLER@ MATKINHOOVER.COM	MATKINHOOVER ENGINEERING & SURVEYING C/O GARRETT D. KELLER, P.E. 1701 WILLIAMS DRIVE GEORGETOWN, TEXAS 78628 OFF: (830) 249-0600 GKELLER@MATKINHOOVER.COM

MATKINHOOVER ENGINEERING & SURVEYING
HEADQUARTERS 8 SPENCER ROAD SUITE 300 BOERNE, TEXAS 78006 OFFICE: 830.249.0600 FAX: 830.249.0099
1701 WILLIAMS DR. GEORGETOWN, TEXAS 78628 OFFICE: 830.249.0600
2319 SAWDUST RD. SUITE 1204 SPRING, TEXAS 77380 OFFICE: 830.249.0600
BOERNE, TEXAS REGISTERED SURVEYING FIRM F-10024000
BOERNE, TEXAS REGISTERED ENGINEERING FIRM F-004512
CIVIL ENGINEERS SURVEYORS LAND PLANNERS CONSTRUCTION MANAGERS CONSULTANTS

SUBMITTAL DATE: MAY 24, 2024

MHE JOB NO. - 3383.00

Commissioners Court - Regular Session **41.**

Meeting Date: 06/03/2025

Seward Junction Loop - McGray & McGray - SWA#1 to WA#2

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Seward Junction Loop North Supplement No. 1 to Work Authorization No. 2 to the Road and Bridge On-Call Surveying Services executed on May 9, 2024, between Williamson County and McGray & McGray Land Surveyors, Inc. relating to the 2019 Road Bond Program. Project: P598 Fund Source: Road Bonds

Background

The McGray & McGray Land Surveyors, Inc. Supplement No. 1 to Work Authorization No. 2 is for additional surveying services in the amount of $21,401.80 and extends the termination date to 9/30/2025. This WA amount stays under the contract cap.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Seward Junction Loop - McGray & McGray - SWA#1 to WA#2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	05/29/2025 11:18 AM
Form Started By: Marie Walters		Started On: 05/22/2025 12:12 PM
Final Approval Date: 05/29/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. 01
TO
WORK AUTHORIZATION NO. 02

WILLIAMSON COUNTY CORRIDOR PROJECT:
SEWARD JUNCTION LOOP NORTH

This Supplemental Work Authorization No. 01 to Work Authorization No. 02 is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated May 9, 2024 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **McGray & McGray Land Surveyors, Inc.** (the "Surveyor").

WHEREAS, the County and the Surveyor executed Work Authorization No. 02 dated effective January 8, 2025 (the "Work Authorization");

WHEREAS, pursuant to Article 14 of 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 Surveyor agree that the Work Authorization shall be amended, changed and modified as follows:

I. The Service to be Provided by the Surveyor that were set out in the original Attachment "B" of the Work Authorization are hereby amended, changed, and modified to update existing design and topo survey limits (for 102,000 linear feet), to account for and locate new walls, fences, drainage features, utilities, signage, driveways, and intersections. All changes and reductions to services provided will be shown in the revised Attachment "B" (must be attached).

II. The Work Authorization shall terminate on **September 30, 2025**. The Services to be Provided by the Surveyor shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The updated Work Schedule is attached hereto as Attachment "C" (must be attached).

III. The maximum amount payable for service under the Work Authorization is hereby increased by **$21,401.80** from $127,372.69 to **$148,774.49**. The revised Fee Schedule is attached hereto as Attachment "D" (must be attached).

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.

SURVEYOR:

McGray & McGray Land Surveyors, Inc.

By: _____
Signature

Chris Conrad
Printed Name

Vice President
Title

05/13/2025
Date

COUNTY:

Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

LIST OF ATTACHMENTS

Attachment B – Services to be Provided by Surveyor

Attachment C – Work Schedule

Attachment D – Fee Schedule

APPROVED
By Christen Eschberger at 2:17 pm, May 21, 2025

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE SURVEYOR FOR SEWARD JUNCTION LOOP NORTH

PROJECT AMENDMENT

PROJECT SCOPE

This amendment hereby adds additional Field Surveying services and performance to update existing design and topo survey limits. Surveyor's Scope of Services is limited to those items outlined below.

1. FIELD SURVEYING:

    - Surveyor will update the existing design survey and topo for the proposed project limits, from Station 2284+00 to 3304+00 (102,000' X 100'), to locate new walls, fences, drainage features, utilities, signage, driveways, intersections, and any other visible improvements located within the ROW.

DELIVERABLES:

- DTM of Proposed Corridor
- Additional Survey Control Sheets

ATTACHMENT C
WORK SCHEDULE
SEWARD JUNCTION LOOP NORTH

Work shall begin 2 weeks after receiving written Notice-to-Proceed. McGray and McGray Land Surveyors, Inc. estimates project completion six (6) weeks after NTP.

NOTE: Weather and access issues may affect timing for actual delivery of scoped items

TASK DESCRIPTION	Project Manager	Survey Technician (Surveyor-In-Training) - SIT	Survey Technician	UAV Aerial Mapper	2 man survey crew, with vehicle and data collection	Survey Field Crew Coordinator	TOTAL LABOR HRS & COSTS
• Surveyor will update the existing design survey and topo for the proposed project limits, from Station 2284+00 to 3304+00 (102,000' X 100'), to locate new walls, fences, drainage features, utilities, signage, driveways, intersections, and any other visible improvements located within the ROW.	2	20	60	1	40	4	$ 21,401.80
							$ -
							$ -
							$ -
							$ -
							$ -
HOURS SUB-TOTALS	2.00	20.00	60.00	1.00	40.00	4.00	127
CONTRACT RATE PER HOUR	$201.50	$115.53	$95.38	$5,000.00	$190.00	$91.35	
TOTAL LABOR COSTS	$403.00	$2,310.60	$5,722.80	$5,000.00	$7,600.00	$365.40	$21,401.80
% DISTRIBUTION OF STAFFING	1.57%	15.75%	47.24%	0.79%	31.50%	3.15%	65.35%
SUBTOTAL:							**$21,401.80**

OTHER DIRECT EXPENSES	UNIT	RATE	QUANTITY	TOTAL
Deed Copies	sheet	$1.00		$0.00
SUBTOTAL OTHER DIRECT EXPENSES				**$0.00**

SUMMARY	
TOTAL LABOR COSTS (DIRECT LABOR)	$21,401.80
(OTHER DIRECT EXPENSES)	$0.00
GRAND TOTAL	**$21,401.80**

Commissioners Court - Regular Session **42.**

Meeting Date: 06/03/2025

LHB West - HDR - SWA#1 to WA#1

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Supplement No. 1 to Work Authorization No. 1 to the Liberty Hill Bypass West (Segment 1) contract executed on March 19, 2024, between Williamson County and HDR Engineering, Inc. relating to the 2023 Road Bond Program. Project: P662 Fund Source: Road Bonds

Background

The HDR Engineering, Inc. Supplemental No. 1 to Work Authorization No. 1 is for traffic volumes and ICE analysis in the amount of $64,001.79. This WA amount stays under the contract cap.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

LHB West - HDR - SWA#1 to WA#1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	05/29/2025 11:36 AM
Form Started By: Marie Walters		Started On: 05/29/2025 08:41 AM
Final Approval Date: 05/29/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO
WORK AUTHORIZATION NO. 1

WILLIAMSON COUNTY ROAD BOND PROJECT:
Liberty Hill Bypass West (Segment 1)

This Supplemental Work Authorization No. 1 to Work Authorization No. 1 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated March 19, 2024 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and HDR Engineering, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 1 dated effective March 22, 2024 (the "Work Authorization");

WHEREAS, pursuant to Article 14 of 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 Services to be Provided by the County that were set out in the original Attachment "A" of the Work Authorization are hereby amended, changed and modified as shown in the attached revised Attachment "A-1" (must be attached).

II. The Services to be Provided by the Engineer that were set out in the original Attachment "B" of the Work Authorization are hereby amended as shown in the Attachment "B-1" (must be attached).

III. The Work Schedule is shown in the Attachment "C-1" (must be attached).

IV. The maximum amount payable for services under the Work Authorization is hereby increased from $4,220,943.50 to $4,284,945.29 as shown in the Attachment "D-1" (must be attached).

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, to be effective as of the date of the last party's execution below.

ENGINEER:	**COUNTY:**
HDR Engineering, Inc.	**Williamson County, Texas**
By: _____ Digitally signed by Word, Justin Date: 2025.05.28 16:58:01-05'00'	By: _____
Signature	Signature
Justin Word	
Printed Name	Printed Name
Senior Vice President	
Title	Title
05/28/2025	
Date	Date

LIST OF ATTACHMENTS

Attachment A-1 – Services to be provided by the County

Attachment B-1 – Services to be provided by the Engineer

Attachment C-1 – Work Schedule

Attachment D-1 – Fee Schedule

APPROVED
By Christen Eschberger at 8:36 am, May 29, 2025

ATTACHMENT A-1
SERVICES TO BE PROVIDED BY THE COUNTY
FOR LIBERTY HILL BYPASS WEST

Supplemental No. 1 to Work Authorization No. 1:
Traffic Volumes and ICE Analysis

In general, Williamson County and its representatives, to their best efforts, will render services as follows:

1. Provide the following information used to perform previous corridor analysis, as documented in December 31, 2024, memorandum from Mike Chaney to Kate Wilder, RE: Pavement Data: Liberty Hill Bypass West, from SH 29 to RM 1869:

    a. CAMPO 2020 Travel Demand Model (Wilco refined version)

    b. Available traffic counts conducted by Wilco

    c. All other previous traffic data and reports from ATG pertaining to this project.

ATTACHMENT B-1
SERVICES TO BE PROVIDED BY THE ENGINEER FOR
LIBERTY HILL BYPASS WEST

Supplemental No. 1 to Work Authorization No. 1:
Traffic Volumes and ICE Analysis

This supplemental is to provide additional engineering services for developing forecasted traffic volumes for signal warrant analysis and performing Intersection Control Evaluation (ICE) analysis for two proposed intersections (Proposed Liberty Hill Bypass West at SH 29 and RM 1869) for the Interim Year 2028 traffic conditions.

TRAFFIC FORECASTS & INTERSECTION CONTROL EVALUATION:

1. Collect 24-hour counts, aggregated at 15-minute intervals, on a single work weekday along SH 29 and along RM 1869 near the vicinity of the proposed Liberty Hill Bypass to obtain traffic distributions.

2. Review, modify and run CAMPO 2020 travel demand model (Wilco refined version) to reflect project interim Year 2028 geometric conditions.

3. Based on existing field counts and CAMPO model outputs, summarize model link results by analysis period for incorporation into signal warrant analysis. Generate intersection turning movement forecasts for interim Year 2028 daily, a.m. peak hour, and p.m. peak hour for incorporation into intersection analysis. Analysis locations are limited to the future intersections of Liberty Hill Bypass (interim configuration) with SH 29 and RM 1869.

4. Conduct intersection control evaluation (ICE), consisting of the following steps:

    a. Using interim Year 2028 daily, a.m. peak hour, and p.m. peak hour forecasts, screen potential alternatives using CAP-X and SPICE spreadsheet tools (ICE Stage 1).

    b. If necessary, code short-listed alternative(s) in *Synchro* (ICE Stage 2) using interim Year 2028 a.m. and p.m. peak hour traffic forecasts. Conduct safety analysis using high-level qualitative methods (e.g., crash modification factors).

    c. Summarize ICE results in a memorandum (draft and final versions).

    d. Present results and coordinate with TxDOT. Four (4) meetings are assumed.

DELIVERABLES

a. 24-hour traffic counts (2025)

b. Year 2028 daily, a.m. peak hour and p.m. peak hour forecasts

c. Draft and Final ICE Analysis Memo

ATTACHMENT C-1 – Work Schedule

Supplemental Work Authorization No. 1
Liberty Hill Bypass West Segment 1
Traffic Volumes and ICE Analysis

TASK	START	END
1. Effective Date WA #1	3/19/2024	
2. 24-hour Traffic Counts	5/8/2025	5/8/2025
3. Traffic Forecasts	6/3/2025	7/1/2025
4. Intersection Control Evaluation Analysis and Memo	7/1/2025	8/5/2025

ATTACHMENT D-1
FEE SCHEDULE
HDR ENGINEERING, INC.

TASK	HDR Engineering, Inc.	GRAM	**TOTALS**
Traffic Forecasts & Intersection Control Evaluation	$63,110.00	$116.79	**$63,226.79**
SUBTOTALS - LABOR	$63,110.00	$116.79	**$63,226.79**
DIRECT EXPENSES	$70.00	$705.00	**$775.00**
TOTALS	**$63,180.00**	**$821.79**	**$64,001.79**

HDR

TASK DESCRIPTION	Principal-In-Charge	Project Manager	Senior QC Reviewer	Senior Traffic Engineer	Traffic Engineer II	Traffic EIT (Senior)	Senior CADD Tech	TOTAL LABOR HOURS & COSTS
Traffic Forecasts & Intersection Control Evaluation								
1. Collect 24-hour counts						4		4
2. Modify CAMPO TDM			2	4	8	16		30
3. Summarize link and turning movement forecasts		1	4	4	8	20	8	45
4. Conduct ICE								
a. Screen alternatives (Stage 1)			4	16	32	50		102
b. Code short-listed alternatives (Stage 2)			4	8	24	32		68
c. Summarize ICE in memo		1	2	8	12	16	16	55
d. Meet with TxDOT		4		4				8
HOURS SUB-TOTALS	0	6	16	44	84	138	24	312
CONTRACT RATE PER HOUR	$398.00	$341.00	$342.00	$295.00	$223.00	$140.00	$190.00	
TOTAL LABOR COSTS	$0.00	$2,046.00	$5,472.00	$12,980.00	$18,732.00	$19,320.00	$4,560.00	$63,110.00
% DISTRIBUTION OF STAFFING	0.0%	1.9%	5.1%	14.1%	26.9%	44.2%	7.7%	
SUBTOTAL (11. Plan Preparation)								**$63,110.00**

Total Labor								**TOTAL HOURS**
Traffic Forecasts & Intersection Control Evaluation	0.00	6.00	16.00	44.00	84.00	138.00	24.00	312.00
HOURS SUB-TOTALS	0.00	6.00	16.00	44.00	84.00	138.00	24.00	312.00
% DISTRIBUTION OF STAFFING	0.0%	1.9%	5.1%	14.1%	26.9%	44.2%	7.7%	100.0%
TOTAL LABOR								**312.00**

Total Labor Expenses								**TOTAL COSTS**
Traffic Forecasts & Intersection Control Evaluation	$0.00	$2,046.00	$5,472.00	$12,980.00	$18,732.00	$19,320.00	$4,560.00	$63,110.00
HOURS SUB-TOTALS	$0.00	$2,046.00	$5,472.00	$12,980.00	$18,732.00	$19,320.00	$4,560.00	$63,110.00
% DISTRIBUTION OF STAFFING	0.0%	3.2%	8.7%	20.6%	29.7%	30.6%	7.2%	100.0%
TOTAL LABOR EXPENSES								**$63,110.00**
DIRECT EXPENSES	**UNIT**	**# OF UNITS**	**COST/UNIT**					
Mileage (per mile)	mile	100	$0.70					$70.00
SUBTOTAL DIRECT EXPENSES								**$70.00**

SUMMARY	
TOTAL COSTS FOR PRIME ONLY	$63,110.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR PRIME ONLY	$70.00
TOTAL COSTS FOR GRAM (DATA COLLECTION)	$821.79
GRAND TOTAL	**$64,001.79**

GRAM

TASK DESCRIPTION	Project Manager	Sr. QC Reviewer	Admin/Clerical	TOTAL LABOR HOURS & COSTS
Traffic Forecasts & Intersection Control Evaluation				
1. Collect 24-hour counts	1			1
HOURS SUB-TOTALS	1	0	0	1
CONTRACT RATE PER HOUR	$116.79	$92.07	$106.56	
TOTAL LABOR COSTS	$116.79	$0.00	$0.00	$116.79
% DISTRIBUTION OF STAFFING	100.0%	0.0%	0.0%	
SUBTOTAL (11. Plan Preparation)				**$116.79**

Total Labor				**TOTAL HOURS**
Traffic Forecasts & Intersection Control Evaluation	1.00	0.00	0.00	1.00
HOURS SUB-TOTALS	1.00	0.00	0.00	1.00
% DISTRIBUTION OF STAFFING	100.0%	0.0%	0.0%	100.0%
TOTAL LABOR				**1.00**

Total Labor Expenses				**TOTAL COSTS**
Traffic Forecasts & Intersection Control Evaluation	$116.79	$0.00	$0.00	$116.79
HOURS SUB-TOTALS	$116.79	$0.00	$0.00	$116.79
% DISTRIBUTION OF STAFFING	100.0%	0.0%	0.0%	100.0%
TOTAL LABOR EXPENSES				**$116.79**
DIRECT EXPENSES	**UNIT**	**# OF UNITS**	**COST/UNIT**	
Mileage (per mile)	mile	150	$0.70	$105.00
24-Hour Volume Counts	lump sum	1	$600.00	$600.00
SUBTOTAL DIRECT EXPENSES				**$705.00**

SUMMARY	
TOTAL COSTS FOR GRAM (DATA COLLECTION)	$821.79
GRAND TOTAL	**$821.79**

Commissioners Court - Regular Session **43.**

Meeting Date: 06/03/2025

North Barker Street - McGray and McGray - WA#4

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on North Barker Street Work Authorization No. 4 to the Road and Bridge On-Call Surveying Services executed on May 9, 2024, between Williamson County and McGray & McGray Land Surveyors, Inc. relating to the 2023 Road Bond Program. Project: P689 Fund Source: Road Bonds

Background

The McGray & McGray Land Surveyors, Inc. Work Authorization No. 4 is for right-of-way surveying services in the amount of $6,360.79 and terminates on 9/30/2025. This WA amount stays under the contract cap.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

North Barker Street - McGray and McGray - WA#4

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	05/29/2025 11:34 AM
Form Started By: Marie Walters		Started On: 05/28/2025 04:22 PM
Final Approval Date: 05/29/2025		

WORK AUTHORIZATION NO. 04

WILLIAMSON COUNTY ROAD BOND PROJECT: NORTH BARKER STREET

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated May 9, 2024 (the "Contract"), and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and McGray & McGray Land Surveyors, Inc. (the "Surveyor").

Part 1. The Surveyor will provide the following Surveying 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 $6,360.79.

Part 3. Payment to the Surveyor 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 **September 30, 2025**. The Surveying 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. Surveyor 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 Surveyor 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 Surveyor.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

Continued next page

EXECUTED this _____.

SURVEYOR:

McGray & McGray Land Surveyors, Inc.

By: _____
Signature

Chris Conrad
Printed Name

Vice President
Title

COUNTY:

Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Surveyor

Attachment C - Work Schedule

Attachment D - Fee Schedule

APPROVED
By Christen Eschberger at 3:55 pm, May 28, 2025

ATTACHMENT A
SERVICES TO BE PROVIDED BY THE COUNTY FOR NORTH BARKER STREET

In general, Williamson County and its representatives to their best efforts will render services as follows:

1. Name, business address, and phone number of County's project manager.

2. Assistance to the Surveyor, as necessary, with obtaining data and information from other local, regional, State and Federal agencies required for this project.

3. Provide available criteria and full information as to the client's requirements for the project. Provide examples of acceptable format for the required deliverables.

4. Provide timely reviews and decisions necessary for the Surveyor to maintain the project work schedule. Review recommendations offered by the Surveyor, progress of work, and final acceptance of all documents.

5. Submittal of documentation and permits to regulatory agencies for review and comment, when specified.

6. Assist with coordination between the Surveyor and the County's other consultants.

7. The horizontal datum for this project will be on the Texas Coordinate System, Central zone (4203), NAD83 (2011) EPOCH 2010.00, with a scale factor of 1.00012, unless otherwise provided by the County.

8. Facilitate resolution of any refusals to grant ROE and/or communication with landowners, who are hostile with respect to completion of the WA.

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE SURVEYOR FOR NORTH BARKER STREET

PROJECT DESCRIPTION

PROJECT LIMITS

From County Road 424 to the East end of North Barker Street (approximately 900 feet in length).

EXISTING FACILITY

North Barker Street is an uncurbed asphalt road that is approximately 18' wide with no shoulders and no pavement markings. There is a large channel, Spring Branch, between North Barker Street and South Barker Street. The existing ROW along North Barker Street is approximately 25'. The existing easement along Spring Branch channel is 10' wide and 925' long.

PROPOSED FACILITY

The proposed improvements include resurfacing North Barker, channel improvements, between North and South Barker Streets, reestablish the channel on Stiles Foundation property, and the development of an emergency vehicle crossover.

1. PROJECT MANAGEMENT

   a. MONTHLY PROGRESS REPORTS, INVOICES, AND BILLINGS (2 months assumed):

      - Submit monthly progress status reports to the GEC.

         1. Progress reports will include: deliverable table, tasks completed, tasks/objectives that are planned for the upcoming periods, lists or descriptions of items or decisions needed from the County and its representatives. Subconsultant progress will be incorporated into the monthly progress report. A copy of the monthly progress report will be uploaded to ProjectWise.

      - Prepare correspondence, invoices, and progress reports, on a monthly basis, in accordance with current County requirements.

2. SURVEYING

a. RIGHT OF ENTRY (ROE):

- Surveyor is to utilize the ROEs previously obtained. If additional ROEs are warranted for this scope, Surveyor is to notify the County and GEC for assistance.

b. FIELD SURVEYING:

- Surveyor will locate existing control and reconcile any discrepancies found.
- Surveyor will establish supplemental survey control as needed to be used during the course of the survey.
- Surveyor will locate boundary monuments sufficient to determine existing ROW and easement lines and parcel boundaries.

c. PARCEL ACQUISITION DOCUMENTS (up to 1 easement parcel document assumed)

- Surveyor shall prepare preliminary parcel description with associated parcel plat for 1 easement acquisition – WCAD R# 373625 (Stiles Farm Foundation). Surveyor will perform sufficient 2-dimensional location of substantial features found within 25 feet of the proposed ROW lines and note any improvements requiring removal/relocation.
- After receipt of title commitments, set appropriate monumentation in accordance with County requirements (if applicable). Prepare signed and sealed documents for the easement acquisition.
- Stake proposed easement on Stiles Farm Property, with suitable markers as requested, for the purposes of fence reconstruction, utility installation, or property owner requests.

d. DELIVERABLES:

- Draft Parcel Acquisition Document (pdf)
- Final Signed and Sealed Parcel Acquisition Document (pdf)
- Survey CADD files
- ASCII point file of all points located/set during the course of the survey

ATTACHMENT C
WORK SCHEDULE
NORTH BARKER STREET

Work shall begin in 1 week after receiving written Notice-to-Proceed. McGray and McGray Land Surveyors, Inc. estimates project completion by July 15, 2025 with the following deliverable schedule:

- Draft Parcel Acquisition Document (pdf), by June 30, 2025
- Final Signed and Sealed Parcel Acquisition Document (pdf), by July 15, 2025
- Survey CADD files, by July 15, 2025
- ASCII point file of all points located/set during the course of the survey, by July 15, 2025

NOTE: Weather and access issues may affect timing for actual delivery of scoped items.

TASK DESCRIPTION	Surveyor (RPLS) Senior	Survey Technician (Surveyor-In-Training) - SIT	Survey Technician	Abstractor	2 man survey crew, with vehicle and data collection	Survey Field Crew Coordinator	TOTAL LABOR HRS & COSTS
Surveyor shall prepare preliminary the parcel description with associated parcel plat for the ROW parcel acquisition. Surveyor will perform sufficient 2-dimensional location of substantial features found within 25 feet of the proposed ROW lines and note any improvements requiring removal/relocation.	2	10	16	2	16	1	$ 6,360.79
							$ -
							$ -
HOURS SUB-TOTALS	2.00	10.00	16.00	2.00	16.00	1.00	47
CONTRACT RATE PER HOUR	$188.06	$115.53	$95.38	$85.97	$190.00	$91.35	
TOTAL LABOR COSTS	$376.12	$1,155.30	$1,526.08	$171.94	$3,040.00	$91.35	$6,360.79
% DISTRIBUTION OF STAFFING	4.26%	21.28%	34.04%	4.26%	34.04%	2.13%	63.83%
SUBTOTAL:							**$6,360.79**

OTHER DIRECT EXPENSES	UNIT	RATE	QUANTITY	TOTAL
Deed Copies	sheet	$1.00		$0.00
SUBTOTAL OTHER DIRECT EXPENSES				**$0.00**

SUMMARY	
TOTAL LABOR COSTS (DIRECT LABOR)	$6,360.79
(OTHER DIRECT EXPENSES)	$0.00
GRAND TOTAL	**$6,360.79**

Commissioners Court - Regular Session **44.**

Meeting Date: 06/03/2025

FM 3349 at US 79 - HDR - SWA#1 to WA#5

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Supplement No. 1 to Work Authorization No. 5 to the FM 3349 at US 79 contract executed on July 23, 2019, between Williamson County and HDR Engineering, Inc. relating to the 2019 Road Bond Program. Project: P332 Fund Source: Road Bonds

Background

The HDR Engineering, Inc. Supplemental No. 1 to Work Authorization No. 5 extends the termination date to 12/31/2026.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FM 3349 at US 79 - HDR - SWA#1 to WA#5

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	05/29/2025 11:32 AM
Form Started By: Marie Walters		Started On: 05/28/2025 04:20 PM
Final Approval Date: 05/29/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO
WORK AUTHORIZATION NO. 5

WILLIAMSON COUNTY ROAD BOND PROJECT:
FM3349 at US 79 Construction Phase Services

This Supplemental Work Authorization No. 1 to Work Authorization No. 5 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated July 23, 2019 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and HDR Engineering, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 5 dated effective October 31, 2022 (the "Work Authorization");

WHEREAS, pursuant to Article 14 of 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 Work Authorization shall terminate on December 31, 2026. The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

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, to be effective as of the date of the last party's execution below.

ENGINEER:	**COUNTY:**
HDR Engineering, Inc.	**Williamson County, Texas**
By: Digitally signed by Word, Justin Date: 2025.05.27 09:55:04-05'00'	By:
Signature	Signature
Justin Word	
Printed Name	Printed Name
Senior Vice President	
Title	Title
05/27/2025	
Date	Date

LIST OF ATTACHMENTS

Attachment C - Work Schedule

APPROVED
By Christen Eschberger at 3:53 pm, May 28, 2025

ATTACHMENT C – Work Schedule

Supplemental Work Authorization No. 1
FM3349-US 79 WA #5
Construction Phase Services

TASK	START	END
1. Effective Date WA #5	10/31/2022	
2. Project Management, Meetings, and Coordination	10/31/2022	12/31/2026
3. WA #5 Kick-off Meeting	11/10/2022	11/11/2022
4. Prepare WA #5 Quality Management Plan, Submit, Approval	10/31/2022	11/23/2022
5. WA #5 Termination		12/31/2026
1. Construction Phase Services	10/31/2022	12/31/2026

Commissioners Court - Regular Session **45.**

Meeting Date: 06/03/2025

25IFB6 Bagdad ROW Clearing (Loop 332 to CR 281) - Name Correction

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action to set forth the correct spelling of the vendor's name under Item #55 of the November 26, 2024, Williamson County Commissioners Court Session to Rotten Apple Services, LLC. The same vendor's name correction shall apply to the attachments on Item #47 of the April 1, 2025, and Item #50 of the May 20, 2025, Williamson County Commissioners Court Session.

Background

It has been determined that the vendor's name was not spelled correctly. This item will correct the spelling and prevent future issues in relation to query searches of the Commissioners Court's minutes.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

25IFB6-BagdadROW-CO#1-Item#47-20250401

25IFB6-BagdadROW-CO#2-Item#50-20250520

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	05/29/2025 10:58 AM
Form Started By: Julissa Vasquez		Started On: 05/27/2025 03:09 PM
Final Approval Date: 05/29/2025		

Docusign Envelope ID: FFC67BA7-6FCE-44E1-BDBA-29EF1D6A24A5

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

Contract Award Date:	**11/26/2024**
Project Number:	**25IFB6**
Funding Source:	**P343**
Roadway:	**Bagdad Road**
CSJ Number:	**N/A**

Contractor: **Rotten Apple Services, LLC** **NTP Required:** ☐ Yes ☑ No

Project Name: **Bagdad ROW Clearing**

Change Order Work Limits: Sta. **261+00** to Sta. **262+00**

Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)

Reasons: **4D** (3 Max. - In order of importance - Primary first)

Describe the work being revised:

4D. Third Party Accommodation. Other.: This Change Order compensates the Contractor for constructing water gaps on Parcels 21-A and 21-B. The water gaps were included in the ROW acquisition and part of the Real Estate Agreement, but did not make it into the construction plans.

Work to be performed in accordance with Items: **See attached**

New or revised plan sheet(s) are attached and numbered: **None**

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 3/25/2025

DocuSigned by:
By Peter McMahon
3BD5C3BBE9E4446...

Typed/Printed Name: Peter McMahon

Typed/Printed Title: Project Manager

The following information must be provided

Time Ext. #: **N/A** Days added on this CO: **0**

Amount added by this change order: **$8,547.00**

Original Contract Amount: **$1,253,832.00**

Total Change Orders To-Date: **$8,547.00**

Percent Change in Original Contract: **0.68%**

RECOMMENDED FOR EXECUTION:

Senior Construction Engineer — 3/25/2025 Date

Program Manager — 3/25/2025 Date

3rd Party Signature: N/A — Date

RECOMMENDED FOR EXECUTION:

Department of Infrastructure, Williamson County — 3/25/2025 Date

APPROVED:

Presiding Officer of the Williamson County Commissioners Court — Apr 1, 2025 Date

Docusign Envelope ID: FFC67BA7-6FCE-44E1-BDBA-29EF1D6A24A5

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1 ***Project # 25IFB6***

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

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
999-WC02	WATER GAP	EA	$4,273.50	0.00	$0.00	2.00	2.00	$8,547.00	$8,547.00
	TOTALS				$0.00			$8,547.00	$8,547.00

Docusign Envelope ID: FFC67BA7-6FCE-44E1-BDBA-29EF1D6A24A5

Williamson County Road Bond Program

Bagdad ROW Clearing
Williamson County Project No. 25IFB6

Change Order No. 1

Reason for Change

This Change Order compensates the Contractor for constructing water gaps on Parcels 21-A and 21-B. The water gaps were included in the ROW acquisition and part of the Real Estate Agreement, but did not make it into the construction plans.

Following is a summary of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
999-WC2	WATER GAPS	2	EA

This Change Order results in a net increase of $8,547.00 to the Contract amount, for an adjusted Contract total of $1,262,379.00. The original Contract amount was $1,253,832.00. As a result of this and all Change Orders to-date, $8,547.00 has been added to the Contract, resulting in an 0.68% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

Docusign Envelope ID: FFC67BA7-6FCE-44E1-BDBA-29EF1D6A24A5

Change Order Worksheet

Contract Name	Bagdad ROW Clearing	Solicitation #	25IFB6	
Date awarded	11/26/2024			
Awarded Contract Amount		$1,253,832.00		
			Percentage Change	
	Change Order #1	$8,547.00	0.68%	
	Total changes to date	$8,547.00	0.68%	(Running totals here)
	Adjusted contract amount	$1,262,379.00		

Docusign Envelope ID: FFC67BA7-6FCE-44E1-BDBA-29EF1D6A24A5

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

Docusign Envelope ID: FFC67BA7-6FCE-44E1-BDBA-29EF1D6A24A5

FOR:

HNTB CORPORATION | INFRASTRUCTURE SOLUTIONS

101 E. Old Settlers Blvd., Suite 225 | Round Rock, Texas 78664

QUOTATION FROM:

Rotten Apple LLC

210-862-6969
Luis Apolinar
rottenappletx.com
luisapple@att.net
7485 Smith rd somerset Texas 78069

Description	Quantity	Unit price	TAX	Amount
H BRACES MATERIAL INCLUDING AN EXTRA BURIED PIPE AND A DEAD MEN FOR IT TO BE MORE SOLID	2	$750.00	0.0 %	$1,500.00
WATER GAP METAL PIPE AND PANELS ALL MATERIAL FOR FRONT WATER GAP INCLUDED	1	$2,750.00	0.0 %	$2,750.00
BACK ADDITIONAL WATER GAP PIPE METAL ACROSS TOP AND PANELS ALONG OTHER MATERIAL NEEDED	1	$1,397.00	0.0 %	$1,397.00
LABOR Labor includes, torch, welder, welding rods, transportation of all material, skid loader to lift panels and pipes already welder etc	1	$2,900.00	0.0 %	$2,900.00

SUBTOTAL:	$8,547.00
TAX:	$0.00
TOTAL:	$8,547.00
PAID:	$0.00
BALANCE DUE	**$8,547.00**

4/1 Commissioners Court - Item 47 Discuss, consider, and take appropriate action regarding Change Order No. 1 in the amount of $8,547.00 for Project 25IFB6 Bagdad ROW Clearing (Loop 332 to CR 281) (Rotten Apple Services) P: 343 Funding Source: Road Bond.

Final Audit Report 2025-04-01

Created:	2025-04-01
By:	Julissa Vasquez (juvasquez@hntb.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAABZc5KBqYqgNghcgD8ZxO2bahoQXhCVXd

"4/1 Commissioners Court - Item 47 Discuss, consider, and take appropriate action regarding Change Order No. 1 in the amount of $8,547.00 for Project 25IFB6 Bagdad ROW Clearing (Loop 33 2 to CR 281) (Rotten Apple Services) P: 343 Funding Source: R oad Bond." History

Document created by Julissa Vasquez (juvasquez@hntb.com)
2025-04-01 - 4:38:32 PM GMT- IP address: 199.188.252.70

Document emailed to Delia Colon (delia.colon@wilco.org) for delegation
2025-04-01 - 4:39:00 PM GMT

Email viewed by Delia Colon (delia.colon@wilco.org)
2025-04-01 - 7:30:46 PM GMT- IP address: 66.76.4.65

Document signing delegated to Valerie Covey (vcovey@wilco.org) by Delia Colon (delia.colon@wilco.org)
2025-04-01 - 7:31:36 PM GMT- IP address: 66.76.4.65

Document emailed to Valerie Covey (vcovey@wilco.org) for signature
2025-04-01 - 7:31:37 PM GMT

Adobe Acrobat Sign

Email viewed by Valerie Covey (vcovey@wilco.org)

2025-04-01 - 9:55:11 PM GMT- IP address: 104.47.64.254

Document e-signed by Valerie Covey (vcovey@wilco.org)

Signature Date: 2025-04-01 - 9:57:57 PM GMT - Time Source: server- IP address: 173.219.39.210

Agreement completed.

2025-04-01 - 9:57:57 PM GMT

Adobe Acrobat Sign

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 2

Contract Award Date:	11/26/2024
Project Number:	25IFB6
Funding Source:	P343
Roadway:	Bagdad Road
CSJ Number:	N/A

Contractor: **Rotten Apple Services, LLC** NTP Required: ☐ Yes ☑ No

Project Name: **Bagdad ROW Clearing**

Change Order Work Limits: Sta. **196+00** to Sta. **307+67.50**

Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)

Reasons: **2J** (3 Max. - In order of importance - Primary first)

Describe the work being revised:

2. Differing Site Conditions 2J. Other: This Change Order adds an item for Vegetative Watering to help establish vegetation throughout the project now that it has been cleared.

Work to be performed in accordance with Items: **See attached**

New or revised plan sheet(s) are attached and numbered: **None**

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 5/7/25

By *Peter McMahon*

Typed/Printed Name Peter McMahon

Typed/Printed Title Project Manager

The following information must be provided

Time Ext. #: **N/A** Days added on this CO: **0**

Amount added by this change order: **$35,000.00**

Original Contract Amount: **$1,253,832.00**

Total Change Orders To-Date: **$43,547.00**

Percent Change in Original Contract: **3.47%**

RECOMMENDED FOR EXECUTION:

5/9/2025
Senior Construction Engineer Date

5/12/2025
Program Manager Date

N/A
3rd Party Signature Date

RECOMMENDED FOR EXECUTION:

5/13/2025
Department of Infrastructure Date
Williamson County

APPROVED:

Steven Snell
Steven Snell (May 23, 2025 15:16 CDT)
Presiding Officer of the Date
Williamson County Commissioners Court

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 2 ***Project # 25IFB6***

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

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
168-WC01	VEGETATIVE WATERING	MG	$35.00	0.00	$0.00	1,000.00	1,000.00	$35,000.00	$35,000.00
	TOTALS				$0.00			$35,000.00	$35,000.00

Williamson County Road Bond Program

Bagdad ROW Clearing
Williamson County Project No. 25IFB6

Change Order No. 2

Reason for Change

This Change Order is adding an item for Vegetative Watering to help establish vegetation throughout the project. After the trees were cleared it was determined that we should add watering to the Contract to help establish vegetation.

Following is a summary of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
168-WC01	VEGETATIVE WATERING	1000	MG

This Change Order results in a net increase of $35,000.00 to the Contract amount, for an adjusted Contract total of $1,297,379.00. The original Contract amount was $1,253,832.00. As a result of this and all Change Orders to-date, $43,547.00 has been added to the Contract, resulting in an 3.47% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

Change Order Worksheet

Contract Name	Bagdad ROW Clearing	Solicitation #	25IFB6	
Date awarded	11/26/2024			
Awarded Contract Amount		$1,253,832.00		
			Percentage Change	
	Change Order #1	$8,547.00	0.68%	
	Change Order #2	$35,000.00	2.79%	
	Total changes to date	$43,547.00	3.47%	(Running totals here)
	Adjusted contract amount	$1,297,379.00		

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

From: Steven Shull
To: Peter McMahon; Luis Apolinar
Cc: Bruce Thurin; Oscar Salazar-Bueno; Julissa Vasquez; 70391_BagdadRoad-CR279(Loop332toCR281); Garett Sartin
Subject: Re: 24IFB6 Bagdad Rd Clearing (Vegetative Watering)
Date: Tuesday, April 15, 2025 8:22:46 AM

Peter,
We are good with the proposed price of $35 per MG. We'll get the CO going. We also want to meet on-site prior to you starting the watering.
Luis, let me know when you can meet up here.

Thanks,
Steven

Get Outlook for iOS

From: Peter McMahon <peter@rottenappletx.com>
Sent: Friday, April 11, 2025 11:53:53 AM
To: Steven Shull <sshull@HNTB.com>; Luis Apolinar <luis@rottenappletx.com>
Cc: Bruce Thurin <bthurin@HNTB.com>; Oscar Salazar-Bueno <osalazarbueno@HNTB.com>; Julissa Vasquez <juvasquez@HNTB.com>; 70391_BagdadRoad-CR279(Loop332toCR281) <BagdadRoad-Loop332toCR281_P343@hntb.mail.onmicrosoft.com>
Subject: Re: 24IFB6 Bagdad Rd Clearing (Vegetative Watering)

External Email: Use caution when clicking on links, replying, or opening attachments.

Yes sir that is what I calculated to cover our costs, since our operator will be coming from out of town to water. If the pricing works with you I will send over the official estimate.

Thanks,

Peter

Get Outlook for iOS

From: Steven Shull <sshull@HNTB.com>
Sent: Friday, April 11, 2025 11:26 AM
To: Luis Apolinar <luis@rottenappletx.com>; Peter McMahon <peter@rottenappletx.com>
Cc: Bruce Thurin <bthurin@HNTB.com>; Oscar Salazar-Bueno <osalazarbueno@HNTB.com>; Julissa Vasquez <juvasquez@HNTB.com>; 70391_BagdadRoad-CR279(Loop332toCR281) <BagdadRoad-Loop332toCR281_P343@hntb.mail.onmicrosoft.com>
Subject: RE: 24IFB6 Bagdad Rd Clearing (Vegetative Watering)

Luis,
I need a price per Mega Gallon. (1MG =1000Gallons) I have looked at our current projects and the price ranges from $15.00 to $30.00 per MG. I believe you stated on the phone $35,000.00 which would be $35 per MG, Is that correct?

Thanks,

Steven Shull
Construction Manager
Cell (512) 450-2791 **Email** sshull@hntb.com

HNTB CORPORATION | INFRASTRUCTURE SOLUTIONS

From: Luis Apolinar <luis@rottenappletx.com>
Sent: Friday, April 11, 2025 9:54 AM
To: Steven Shull <sshull@HNTB.com>; Peter McMahon <peter@rottenappletx.com>
Cc: Bruce Thurin <bthurin@HNTB.com>; Oscar Salazar-Bueno <osalazarbueno@HNTB.com>; Julissa Vasquez <juvasquez@HNTB.com>; 70391_BagdadRoad-CR279(Loop332toCR281) <BagdadRoad-Loop332toCR281_P343@hntb.mail.onmicrosoft.com>
Subject: Re: 24IFB6 Bagdad Rd Clearing (Vegetative Watering)

External Email: Use caution when clicking on links, replying, or opening attachments.

Steven,

Just want to confirm. Are you wanting pricing for 1,000 Mega gallons (1,000,000,000 gallons)? Or 1,000,000 gallons? Or 1,000 gallons?

Thanks,

Luis

Get Outlook for iOS

From: Steven Shull <sshull@HNTB.com>
Sent: Friday, April 11, 2025 7:45:01 AM
To: Luis Apolinar <luis@rottenappletx.com>; Peter McMahon <peter@rottenappletx.com>
Cc: Bruce Thurin <bthurin@HNTB.com>; Oscar Salazar-Bueno <osalazarbueno@HNTB.com>; Julissa Vasquez <juvasquez@HNTB.com>; 70391_BagdadRoad-CR279(Loop332toCR281) <BagdadRoad-Loop332toCR281_P343@hntb.mail.onmicrosoft.com>
Subject: 24IFB6 Bagdad Rd Clearing (Vegetative Watering)

Luis,

As discussed last Friday, please provide me with a price proposal for Item 168: Vegetative Watering by the Mega Gallon the quantity will be 1,000 MG. Let me know if you have any questions.

Thanks,

Steven Shull
Construction Manager
Cell (512) 450-2791 **Email** sshull@hntb.com

HNTB CORPORATION | INFRASTRUCTURE SOLUTIONS
101 E. Old Settlers Blvd., Suite 225 | Round Rock, Texas 78664 | hntb.com

LinkedIn | X | Facebook | Instagram | YouTube

This e-mail and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to whom they are addressed. If you are NOT the intended recipient and receive this communication, please delete this message and any attachments. Thank you.
This e-mail and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to whom they are addressed. If you are NOT the intended recipient and receive this communication, please delete this message and any attachments. Thank you.

25IFB6-Bagdad Clearing_CO#02-VegetativeWatering

Final Audit Report 2025-05-23

Created:	2025-05-23
By:	Julissa Vasquez (juvasquez@hntb.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAOBuTB3rBih92f7v1xsXTB9UuKPxMw5bR

"25IFB6-Bagdad Clearing_CO#02-VegetativeWatering" History

Document created by Julissa Vasquez (juvasquez@hntb.com)
2025-05-23 - 4:14:16 PM GMT- IP address: 172.85.172.250

Document emailed to delia.colon@wilco.org for delegation
2025-05-23 - 4:14:53 PM GMT

Email viewed by delia.colon@wilco.org
2025-05-23 - 5:00:11 PM GMT- IP address: 66.76.4.65

Document signing delegated to steve.snell@wilco.org by delia.colon@wilco.org
2025-05-23 - 5:00:50 PM GMT- IP address: 66.76.4.65

Document emailed to steve.snell@wilco.org for signature
2025-05-23 - 5:00:50 PM GMT

Email viewed by steve.snell@wilco.org
2025-05-23 - 8:15:16 PM GMT- IP address: 166.205.54.20

Signer steve.snell@wilco.org entered name at signing as Steven Snell
2025-05-23 - 8:16:07 PM GMT- IP address: 166.205.54.20

Document e-signed by Steven Snell (steve.snell@wilco.org)
Signature Date: 2025-05-23 - 8:16:10 PM GMT - Time Source: server- IP address: 166.205.54.20

Agreement completed.
2025-05-23 - 8:16:10 PM GMT

Commissioners Court - Regular Session **46.**

Meeting Date: 06/03/2025

Indigent/Abandoned Burial

Submitted For: Steven Snell **Submitted By:** Andrea Schiele, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take any necessary action to approve an Order for Interment by cremation of deceased (Kerry Carter) who passed away in Williamson County, Texas, where the County has discretion to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Beck Funeral Home to move forward with interment.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Order for Interment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Andrea Schiele	05/29/2025 08:52 PM
Form Started By: Andrea Schiele		Started On: 05/29/2025 09:23 AM
Final Approval Date: 05/29/2025		

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

ORDER OF COMMISSIONERS COURT
OF WILLIAMSON COUNTY, TEXAS
AUTHORIZING INTERMENT
OF DECEDENT'S REMAINS
(Kerry Carter)

Pursuant to the Laws and Rules of the State of Texas, the Texas Health & Safety Code, Chapter 711, Section 711.002(e), and the common law granting the County authority to regulate the public health and safety, the Commissioners Court of Williamson County finds that:

Kerry Carter (SSN xxx-xx-7760) born May 14, 1965, passed away on February 27, 2025, in Williamson County, Texas.

The Court also finds that there has been an investigation to obtain information regarding next of kin and the ability to pay for interment expense. However, all attempts to contact any known next of kin of the deceased's family have failed to identify any responsible or known next of kin with the ability to pay for necessary expenses. In the facts presented in this case, the deceased's body has either become abandoned or those with the ability to pay are unable to do so.

The Court finds that this case involves either an abandoned body or is qualified for indigent burial; therefore, the duty to cover the costs of interment falls to Williamson County.

IT IS THEREFORE ORDERED THAT the deceased body shall be interred (*i.e.,* permanent disposition of remains by entombment, burial, or placement in a niche).

IT IS FURTHER ORDERED THAT costs of cremation of the deceased be paid by Williamson County, Texas in accordance with its policies and regulations and that Beck Funeral Home is granted authority to cremate the deceased.

Signed and entered this 3rd day of June 2025.

_____
Hon. Steven Snell
Williamson County Judge

Commissioners Court - Regular Session **47.**

Meeting Date: 06/03/2025

Williamson Central Appraisal District Presentation

Submitted By: Ashlie Holladay, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Hear a presentation from Alvin Lankford, Chief Appraiser, Williamson Central Appraisal District.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	05/28/2025 02:32 PM
Form Started By: Ashlie Holladay		Started On: 05/19/2025 03:23 PM
Final Approval Date: 05/28/2025		

Commissioners Court - Regular Session **48.**

Meeting Date: 06/03/2025

Legislative Session Update

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

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and hear updates on the 89th Texas Legislative Session.

Background

This item is to discuss legislation that could have a potential impact on the County. Pre-filing of bills began on November 12, 2024. There were a total of 5,584 House Bills (HB) filed, 3,023 Senate Bills (SB) for a total of 8,607 legislative bills filed. 823 of these bills were filed on the filing deadline.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	05/29/2025 11:10 AM
Form Started By: Kathy Pierce		Started On: 05/29/2025 10:51 AM
Final Approval Date: 05/29/2025		

Commissioners Court - Regular Session **49.**

Meeting Date: 06/03/2025

Public Hearing CA

Submitted For: Rebecca Clemons **Submitted By:** Becky Pruitt, County Judge

Department: Commissioners Court

Agenda Category: Regular Agenda Items

Information

Agenda Item

9:30 am Conduct a public hearing relating to a request from the County Attorney's office to identify funding for a new position from either Non-Departmental, or to utilize unspent salary dollars, to the County Attorney's Budget for the position of Lead Attorney and discuss (1) the reason for the funding transfer, including the public purpose that will be served by transferring the funding; and (2) the exact amount of the funding transfer, the sources of the payment, and the terms for distribution of the payment that effect and maintain the public purpose to be served if any excess is needed.

Background

The Annual Salary for the position is $91,647.57 ($123,088.04 with fringe). For a start date of 6/6/25, will need coverage for 8.3 pay periods, which is the $39,430.57 requested.

The reason for the funding transfer, if required, is to set up the position within the County Attorney's budget and fund at the minimum of the grade (B.36) within current policy. The public will be well served by the role this position will play regarding compliance and reporting.

The funding to be transferred, if required, is $39,430.57, which will be paid through the normal bi-weekly payroll. The amount requested will be effective June 6th and will fund the portion needed through FY25.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Delia Colon	05/29/2025 09:42 AM
Form Started By: Becky Pruitt		Started On: 05/29/2025 08:14 AM
Final Approval Date: 05/29/2025		

Commissioners Court - Regular Session **50.**

Meeting Date: 06/03/2025

New position CA

Submitted For: Rebecca Clemons **Submitted By:** Becky Pruitt, County Judge

Department: Commissioners Court

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the creation of a new position and identify funding for a Lead Attorney for the County Attorney's office.

Background

This new position request is to enable the County Attorney's office to work towards compliance with the recent directives by the Office of the Attorney General. The items requested involve reporting, case file review, statistical analysis and legal review. Funding can be to utilize unspent salary dollars or a transfer from 409. If a transfer is preferred, we will place one on the agenda for next week. The total amount needed is $39,430.57 to finish FY25.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Delia Colon	05/29/2025 09:50 AM
Form Started By: Becky Pruitt		Started On: 05/29/2025 08:16 AM
Final Approval Date: 05/29/2025		

Commissioners Court - Regular Session **51.**

Meeting Date: 06/03/2025

Salary Grievance Committee Selection

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

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the selection of a salary grievance committee, including alternates.

Background

Per Local Government Code 152.014, a grievance committee must be selected each year in the event a salary grievance is filed by an elected official. In the past, the Commissioners Court has followed subsection (b), which requires the random drawing (out of a hat) of 9 names to serve on the grievance committee and twenty names to serve as alternates. Recently, an alternative to the above process has been added as subsection (b-1). This authorizes the commissioners court to adopt the randomized list (as attached) and enter the list into the minutes of the meeting. Generated by our Clerk's Office, this list is composed of the names of all persons who served on a grand jury in the county during the preceding calendar year. The list was populated in Excel and the RAND function was used to randomly select the names.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Committee List

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	05/29/2025 09:46 AM
Form Started By: Saira Hernandez		Started On: 05/29/2025 09:03 AM
Final Approval Date: 05/29/2025		

Salary Grievance Committee Selection
Commissioner's Court - June 3, 2025

1	Caroline Bolton	**1-9 Public Members**
2	Emily Price	
3	Christopher Karschnik	
4	Christi Gutierrez	
5	James Fischetti	
6	Madeleine Price	
7	Lisa Farina	
8	Linda Vaughn	
9	David Huber	
10	Marie Broek	**10-24 Alternates**
11	Marlene Miller	
12	Gene Slevin	
13	Jace Mateucci	
14	Kennith Smith	
15	Dawn Azbill-Smith	
16	Marjorie Chorzempa	
17	Nancy Wright	
18	Byrle Arnold Jr.	
19	Kimberli Vaughn	
20	Gretechen Smith	
21	Aaron Hernandez	
22	Tesse Smitherman	
23	John Aylyng	
24	Christopher Womack	

Commissioners Court - Regular Session **52.**

Meeting Date: 06/03/2025

HUD ESG and HOME Funds

Submitted By: Sally Bardwell, HUD Grants

Department: HUD Grants

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on Emergency Shelter Grant (ESG) funding and HOME Investment Partnerships Program (HOME) funding from the Department of Housing and Urban Development.

Background

This request is to determine if the Commissioners Court will accept or decline ESG and HOME funds from HUD. The county received funding notification on May 14, 2025, and has 30 days to respond. The county is currently developing the CDBG Annual Action Plan. This plan should include information regarding these funds IF the county chooses to accept them. Understanding how the court would like to proceed with ESG and HOME funds will allow for a more efficient process and submission of the Action Plan to HUD by the required deadline.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

HOME and ESG 2025

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	05/29/2025 09:52 AM
Form Started By: Sally Bardwell		Started On: 05/29/2025 09:05 AM
Final Approval Date: 05/29/2025		

Emergency Solutions Grants Program (ESG)
Estimated Amount: $185,910
7.5% max for Administration

Eligible Activities:
Engage homeless individuals and families living on the street;
Improve the number and quality of emergency shelters for homeless individuals and families;
Help operate these shelters;
Provide essential services to shelter residents;
Rapidly re-house homeless individuals and families; and
Prevent families and individuals from becoming homeless.
ESG funds may be used for five program components: street outreach, emergency shelter, homelessness prevention, rapid re-housing assistance, and HMIS; as well as administrative activities (up to 7.5% of a recipient's allocation can be used for administrative activities).

Matching Fund Requirement:
Metropolitan city and urban county recipients must match grant funds with an equal amount of contributions, which may include cash, donated buildings or materials, and volunteer services. Match requirement can be fulfilled by subrecipient.

HOME Investment Partnerships Program (HOME)
Estimated Amount: $660,165.31
10% max for Administration

To get started:
If the jurisdiction receives a final HOME allocation of $500,000 or more, but less than $750,000, it may qualify as a HOME participating jurisdiction only if the State in which the jurisdiction is located authorizes HUD to transfer to the jurisdiction a portion of the State's HOME allocation or the State, the jurisdiction, or both, make available their own resources to make up the difference between jurisdiction's formula allocation and $750,000 (24 CFR § 92.102(b)). This participation threshold is a one-time requirement. Estimated amount needed from State and/or County is $89,834.69.

Eligible Activities:
Participating jurisdictions may choose among a broad range of eligible activities, using HOME funds to provide home purchase or rehabilitation financing assistance to eligible homeowners and new homebuyers; build or rehabilitate housing for rent or ownership; or for "other reasonable and necessary expenses related to the development of non-luxury housing," including site acquisition or improvement, demolition of dilapidated housing to make way for HOME-assisted development, and payment of relocation expenses. PJs may use HOME funds to provide tenant-based rental assistance contracts of up to 2 years if such activity is consistent with their Consolidated Plan and justified under local market conditions. This assistance may be renewed. Up to 10 percent of the PJ's annual allocation may be used for program planning and administration.

HOME-assisted rental housing must comply with certain rent limitations. HOME rent limits are published each year by HUD. The program also establishes **maximum per unit subsidy limits** and **homeownership value limits**.

Matching Funds Requirement:
All Participating Jurisdictions (PJs) must contribute or match no less than 25 cents for each dollar of HOME funds spent on affordable housing. As PJs draw funds from HOME Investment Trust Funds, they incur a *match liability*, which must be satisfied by the end of each federal fiscal year. The matching contribution adds to the resources available for HOME-assisted or HOME-eligible projects, and must come in the form of a permanent contribution to affordable housing. Generally, investments from state or local governments or the private sector qualify as matching contributions, whereas federal funds (such as CDBG) do not qualify. Eligible sources of a match for HOME funds include: cash; donated construction materials or volunteer labor; value of donated land or real property; value of foregone interest, taxes, fees, or charges levied by public or private entities; investments in on-or offsite improvements; proceeds from bond financing; the cost of supportive services provided to families living in HOME units; and the cost of homebuyer counseling to families purchasing HOME-assisted units.

Commissioners Court - Regular Session **53.**

Meeting Date: 06/03/2025

CDBG Georgetown Housing Authority FY24 Substantial Amendment

Submitted By: Sally Bardwell, HUD Grants

Department: HUD Grants

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on the proposed amendment to the FY24 Community Development Block Grant (CDBG) Action Plan project allocation for the Georgetown Housing Authority.

Background

Georgetown Housing Authority has requested a reallocation of FY24 funding in the amount of $440,158. The funds would be reallocated to the urgent need of repairs to the exterior of the affordable housing. Original and updated project descriptions are included in the attachment. Funding amount and beneficiaries would remain the same. The project description would change.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Substantial Amendment GHA FY24

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	05/29/2025 11:07 AM
Form Started By: Sally Bardwell		Started On: 05/29/2025 09:59 AM
Final Approval Date: 05/29/2025		

Georgetown Housing Authority FY24 Action Plan Substantial Amendment

Funding Amount would remain the same: $440,158

Proposed changes are outlined below:

Original Allocation and Project Description FY2024:

Electrical Upgrades are needed to bring Stonehaven, public housing electrical to code (52 Units).

Provide and install new meter bases, new meters, and new main disconnect switches at the service entry to each dwelling unit. Provide and install new copper ground wire and rod at each service to comply with current code. Upgrade any existing ungrounded circuits to three-wire grounded circuits. Extend larger service wiring from new meter base to the existing location of the load center (breaker panel) inside the unit. Provide and install a new 100-amp (or larger) load center in units where there is presently a 70-amp load center, complete with all new circuit breakers for existing circuits. Install GFCI's. Replace riser pipes to meter cans.

Replacement of Exterior pad-mounted fused distribution panels.

The City of Georgetown owns the transformers, The Georgetown Housing Authority is responsible for the following:

The exterior pad-mounted fused distribution panels adjacent to pad-mounted transformers are extremely weather worn with signs of interior and exterior cabinet rust and rusted bottoms. In addition, some of the conduits entering the panels on pad-mounted transformers and into metering enclosures were observed to be corroded and exposes conductors to unauthorized personnel.

The external metal service entrance conduits need to be grounded at the panels and conduit needs to be re-worked.

Updated Allocation and Project Description:

Exterior Upgrade – 158 Dwelling Units at Stonehaven Public Housing

Project to include but not limited to demolition, replacing and painting of rotten rough cedar privacy entries, removing all deteriorated wood on fascia boards, trim, soffits, wood siding and wood fencing.

Commissioners Court - Regular Session **54.**

Meeting Date: 06/03/2025

Constable 3 Policy exception request for movement of money between PCN's not at time of hire or promotion

Submitted For: Kevin Wilkie **Submitted By:** Byron Totty, Constable Pct. #3

Department: Constable Pct. #3

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a policy exception to allow the movement of money between PCN's not at the time of hire or promotion to advance a current deputy (PCN 0298) from L1-4 to L1-6 LE pay step using a portion of salary from a vacant PCN (0299) and hiring into the vacant PCN at L1-5 instead of L1-8.

Background

Deputy Bill Pascoe (PCN 0299) has over 40 years of experience in law enforcement and has proven to be an asset to Pct. 3 Constable’s Office. Advancing Deputy Pascoe to the L1-6 pay step allows him to be paid comparatively to his peers and experience. That advancement would be taken from PCN 0299, which is vacant and listed as an L1-8 pay step. This would allow the office to compensate Deputy Pascoe appropriately for his experience and value to the Pct. 3 Constable Office and still be able to hire competitively at a L1-5 pay step to fulfill the vacant PCN while not requiring any additional money to be added to the budget for salaries.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Constable 3 policy exception

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	05/28/2025 02:40 PM
Form Started By: Byron Totty		Started On: 05/28/2025 12:37 PM
Final Approval Date: 05/28/2025		

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
Constables 3 0553	0298	Vacant	N/A	N/A	$84,924.15	$80,245.70	$4,678.45	N/A	**Policy exception.** Reallocation of position budget to facilitate increase for current employee to step L1.6. No increase to overall department salary budget. Surplus salary from PCN 00298 to PCN 0299	6/6/2025
Constables 3 0553	0299	16267	$76,948.00	$81,626.45	$76,948.00	$81,626.45	N/A	$4,678.45	**Policy exception.** Reallocation of position budget to facilitate increase for current employee to step L1.6. No increase to overall department salary budget. Surplus salary from PCN 00298 to PCN 0299	6/6/2025

Commissioners Court - Regular Session **55.**

Meeting Date: 06/03/2025

Reimbursement Resolution #12

Submitted By: Karen Knightstep, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action to approve a resolution authorizing the County Judge to execute certificates expressing official intent to reimburse costs of Pedernales Electric Cooperative for P559 Berry Springs Parks Improvements from 2023 Park Bond proceeds.

Background

A reimbursement resolution will be made on two expenditures for Pedernales Electric Cooperative regarding P559 Berry Springs Parks Improvements for the 2023 Park Bond program until the bond issuance and receipt of funds in May or June 2025. Once the bonds are issued and the funds received, the expenditures that were incurred and paid out of the general funds will be reimbursed.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2023 Park Bonds Reimbursement Resolution #12

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	05/28/2025 08:58 AM
Form Started By: Karen Knightstep		Started On: 05/22/2025 08:36 AM
Final Approval Date: 05/28/2025		

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS '
'
COUNTY OF WILLIAMSON '

We, the undersigned officials of Williamson County, Texas (the "County"), hereby certify as follows:

1. The Commissioners Court of the County convened in REGULAR MEETING ON THE _____ DAY OF _____, 2025, at the designated meeting place (the "Meeting"), and the roll was called of the duly constituted officers and members of the governing body, to wit:

Steven Snell, County Judge
Terry Cook, Commissioner, Precinct 1
Cynthia Long, Commissioner, Precinct 2
Valerie Covey, Commissioner, Precinct 3
Russ Boles, Commissioner, Precinct 4

and all of said persons were present, except the following absentees: _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at the Meeting: a written

RESOLUTION EXPRESSING OFFICIAL INTENT TO REIMBURSE FOR CERTAIN COSTS RELATED TO PARK PROJECTS FROM NOVEMBER 7, 2023 BOND ELECTION

was duly introduced for the consideration of the Commissioners Court. It was then duly moved and seconded that the Resolution be passed; and, after due discussion, said motion carrying with it the passage of the Resolution, prevailed and carried by the following vote:

AYES: _____

NOES: _____

2. A true, full and correct copy of the Resolution passed at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that the Resolution has been duly recorded in the Commissioners Court's minutes of the Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the Commissioner Court's minutes of the Meeting pertaining to the passage of the Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting county officials as indicated therein; that each of the elected officials and members of the Commissioners Court was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the Meeting, and that the Resolution would be introduced and considered for passage at the Meeting, and each of the elected officials and members consented, in advance, to the holding of the Meeting for such purpose, and that the Meeting was open to the public and public notice of the

time, place and purpose of the meeting was given, all as required by Chapter 551, Government Code, as amended.

3. The County Judge of the County has approved and hereby approves the Resolution; that the County Judge and the County Clerk of the County have duly signed the Resolution; and that the County Judge and the County Clerk of the County hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of the Resolution for all purposes.

SIGNED AND SEALED the _____ day of _____, 2025.

_____ _____

County Clerk County Judge

[COUNTY SEAL]

RESOLUTION NO. 12

RESOLUTION EXPRESSING OFFICIAL INTENT TO REIMBURSE FOR CERTAIN COSTS RELATED TO PARK PROJECTS FROM NOVEMBER 7, 2023 BOND ELECTION

WHEREAS, the Commissioners Court of Williamson County, Texas (the "County") expects to pay expenditures in connection with the project described on Exhibit A attached hereto (collectively, the "Project"); and

WHEREAS, the County finds, considers and declares that the reimbursement of the County for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the County and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project.

THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS:

Section 1. The County reasonably expects to incur debt, as one or more separate series of various types of obligations, with an approximate aggregate principal amount not to exceed $59,000,000 for the purpose of paying the costs of the Project.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the County in furtherance of this Resolution after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 3. The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Resolution more than three years after the date any expenditure which is to be reimbursed is paid.

EXHIBIT A

Two construction underground utility charges related to the 2023 Park Bond Program for the Berry Springs Park Improvements, Park Bonds B, as follows:

Pedernales Electric Cooperative, invoice # 90051558, WO # 172242, electric improvements to include meter and transformer totaling $6,421.08

Pedernales Electric Cooperative, invoice # 90051559, WO # 176266, electric improvements to include meter and transformer totaling $10,274.35

Commissioners Court - Regular Session **56.**

Meeting Date: 06/03/2025

Reimbursement Resolution #13

Submitted By: Karen Knightstep, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action to approve a resolution authorizing the County Judge to execute certificates expressing official intent to reimburse costs of Williamson County Sun for P654 YMCA ILAs from 2023 Park Bond proceeds.

Background

A reimbursement resolution will be made on an expenditure for the Williamson County Sun regarding P654 YMCA ILAs for the 2023 Park Bond program until the bond issuance and receipt of funds in May or June 2025. Once the bonds are issued and funds received, the expenditure that was incurred and paid out of the general funds will be reimbursed.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2023 Park Bonds Reimbursement Resolution #13

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	05/28/2025 09:01 AM
Form Started By: Karen Knightstep		Started On: 05/22/2025 08:58 AM
Final Approval Date: 05/28/2025		

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS '
'
COUNTY OF WILLIAMSON '

We, the undersigned officials of Williamson County, Texas (the "County"), hereby certify as follows:

1. The Commissioners Court of the County convened in REGULAR MEETING ON THE _____ DAY OF _____, 2025, at the designated meeting place (the "Meeting"), and the roll was called of the duly constituted officers and members of the governing body, to wit:

Steven Snell, County Judge
Terry Cook, Commissioner, Precinct 1
Cynthia Long, Commissioner, Precinct 2
Valerie Covey, Commissioner, Precinct 3
Russ Boles, Commissioner, Precinct 4

and all of said persons were present, except the following absentees: _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at the Meeting: a written

RESOLUTION EXPRESSING OFFICIAL INTENT TO REIMBURSE FOR CERTAIN COSTS RELATED TO PARK PROJECTS FROM NOVEMBER 7, 2023 BOND ELECTION

was duly introduced for the consideration of the Commissioners Court. It was then duly moved and seconded that the Resolution be passed; and, after due discussion, said motion carrying with it the passage of the Resolution, prevailed and carried by the following vote:

AYES: _____

NOES: _____

2. A true, full and correct copy of the Resolution passed at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that the Resolution has been duly recorded in the Commissioners Court's minutes of the Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the Commissioner Court's minutes of the Meeting pertaining to the passage of the Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting county officials as indicated therein; that each of the elected officials and members of the Commissioners Court was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the Meeting, and that the Resolution would be introduced and considered for passage at the Meeting, and each of the elected officials and members consented, in advance, to the holding of the Meeting for such purpose, and that the Meeting was open to the public and public notice of the

time, place and purpose of the meeting was given, all as required by Chapter 551, Government Code, as amended.

3. The County Judge of the County has approved and hereby approves the Resolution; that the County Judge and the County Clerk of the County have duly signed the Resolution; and that the County Judge and the County Clerk of the County hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of the Resolution for all purposes.

SIGNED AND SEALED the _____ day of _____, 2025.

_____ _____

County Clerk County Judge

[COUNTY SEAL]

RESOLUTION NO. 13

RESOLUTION EXPRESSING OFFICIAL INTENT TO REIMBURSE FOR CERTAIN COSTS RELATED TO PARK PROJECTS FROM NOVEMBER 7, 2023 BOND ELECTION

WHEREAS, the Commissioners Court of Williamson County, Texas (the "County") expects to pay expenditures in connection with the project described on Exhibit A attached hereto (collectively, the "Project"); and

WHEREAS, the County finds, considers and declares that the reimbursement of the County for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the County and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project.

THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS:

Section 1. The County reasonably expects to incur debt, as one or more separate series of various types of obligations, with an approximate aggregate principal amount not to exceed $59,000,000 for the purpose of paying the costs of the Project.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the County in furtherance of this Resolution after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 3. The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Resolution more than three years after the date any expenditure which is to be reimbursed is paid.

EXHIBIT A

Williamson County Sun invoice # 64525 in the amount of $214.94 for notice of solicitation 25RFSQ10/Twin Lakes Park Parking Lot Project related to the 2023 Park Bond Program (Authorization to advertise was approved in Commissioner's Court on 11/19/24 item # 29).

Commissioners Court - Regular Session **57.**

Meeting Date: 06/03/2025

Reimbursement Resolution #14

Submitted By: Karen Knightstep, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action to approve a resolution authorizing the County Judge to execute certificates expressing official intent to reimburse costs of the Office of the Attorney General from 2023 Park Bond proceeds.

Background

A reimbursement resolution will be made on an expenditure for the Office of Attorney General for the 2023 Park Bond program until the bond issuance and receipt of funds in May or June 2025. Once the bonds are issued and funds received, the expenditure that was incurred and paid out of the general funds will be reimbursed.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2023 Park Bonds Reimbursement Resolution #14

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	05/28/2025 09:05 AM
Form Started By: Karen Knightstep		Started On: 05/22/2025 09:14 AM
Final Approval Date: 05/28/2025		

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS '
'
COUNTY OF WILLIAMSON '

We, the undersigned officials of Williamson County, Texas (the "County"), hereby certify as follows:

1. The Commissioners Court of the County convened in REGULAR MEETING ON THE _____ DAY OF _____, 2025, at the designated meeting place (the "Meeting"), and the roll was called of the duly constituted officers and members of the governing body, to wit:

Steven Snell, County Judge
Terry Cook, Commissioner, Precinct 1
Cynthia Long, Commissioner, Precinct 2
Valerie Covey, Commissioner, Precinct 3
Russ Boles, Commissioner, Precinct 4

and all of said persons were present, except the following absentees: _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at the Meeting: a written

RESOLUTION EXPRESSING OFFICIAL INTENT TO REIMBURSE FOR CERTAIN COSTS RELATED TO PARK PROJECTS FROM NOVEMBER 7, 2023 BOND ELECTION

was duly introduced for the consideration of the Commissioners Court. It was then duly moved and seconded that the Resolution be passed; and, after due discussion, said motion carrying with it the passage of the Resolution, prevailed and carried by the following vote:

AYES: _____

NOES: _____

2. A true, full and correct copy of the Resolution passed at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that the Resolution has been duly recorded in the Commissioners Court's minutes of the Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the Commissioner Court's minutes of the Meeting pertaining to the passage of the Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting county officials as indicated therein; that each of the elected officials and members of the Commissioners Court was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the Meeting, and that the Resolution would be introduced and considered for passage at the Meeting, and each of the elected officials and members consented, in advance, to the holding of the Meeting for such purpose, and that the Meeting was open to the public and public notice of the

time, place and purpose of the meeting was given, all as required by Chapter 551, Government Code, as amended.

3. The County Judge of the County has approved and hereby approves the Resolution; that the County Judge and the County Clerk of the County have duly signed the Resolution; and that the County Judge and the County Clerk of the County hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of the Resolution for all purposes.

SIGNED AND SEALED the _____ day of _____, 2025.

_____ _____

County Clerk County Judge

[COUNTY SEAL]

RESOLUTION NO. 14

RESOLUTION EXPRESSING OFFICIAL INTENT TO REIMBURSE FOR CERTAIN COSTS RELATED TO PARK PROJECTS FROM NOVEMBER 7, 2023 BOND ELECTION

WHEREAS, the Commissioners Court of Williamson County, Texas (the "County") expects to pay expenditures in connection with the project described on Exhibit A attached hereto (collectively, the "Project"); and

WHEREAS, the County finds, considers and declares that the reimbursement of the County for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the County and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project.

THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS:

Section 1. The County reasonably expects to incur debt, as one or more separate series of various types of obligations, with an approximate aggregate principal amount not to exceed $59,000,000 for the purpose of paying the costs of the Project.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the County in furtherance of this Resolution after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 3. The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Resolution more than three years after the date any expenditure which is to be reimbursed is paid.

EXHIBIT A

McCall Parkhurst & Horton invoice dated May 16, 2025, for the Office of the Attorney General Filing Fees in amount of $4,750.00, which is the portion of the bill related to the 2023 Park Bond Program. The total amount of the invoice is $28,500.00.

Commissioners Court - Regular Session **58.**

Meeting Date: 06/03/2025

Reimbursement Resolution #15

Submitted By: Karen Knightstep, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action to approve a resolution authorizing the County Judge to execute certificates expressing official intent to reimburse costs of Parkhill, Smith, & Cooper, Inc. for P635 Williamson County Exposition Center-West Arena New and West Arena Expo Fans from 2023 Park Bond proceeds.

Background

A reimbursement resolution will be made on all expenditures for Parkhill, Smith, & Cooper, Inc. regarding P635 Williamson County Exposition Center - West Arena New and West Arena Expo Fans for the 2023 Park Bond program until the bond issuance in May or June 2025. Once the bonds are issued, the expenditures that were incurred and paid out of the general funds will be reimbursed. These are additions to the expenses in 2023 Park Bonds Reimbursement Resolution #9, approved in Commissioner's Court on 4/29/25, item #76.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2023 Park Bonds Reimbursement Resolution #15

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	05/28/2025 09:15 AM
Form Started By: Karen Knightstep		Started On: 05/22/2025 09:20 AM
Final Approval Date: 05/28/2025		

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS '
'
COUNTY OF WILLIAMSON '

We, the undersigned officials of Williamson County, Texas (the "County"), hereby certify as follows:

1. The Commissioners Court of the County convened in REGULAR MEETING ON THE _____ DAY OF _____, 2025, at the designated meeting place (the "Meeting"), and the roll was called of the duly constituted officers and members of the governing body, to wit:

Steven Snell, County Judge
Terry Cook, Commissioner, Precinct 1
Cynthia Long, Commissioner, Precinct 2
Valerie Covey, Commissioner, Precinct 3
Russ Boles, Commissioner, Precinct 4

and all of said persons were present, except the following absentees: _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at the Meeting: a written

RESOLUTION EXPRESSING OFFICIAL INTENT TO REIMBURSE FOR CERTAIN COSTS RELATED TO PARK PROJECTS FROM NOVEMBER 7, 2023 BOND ELECTION

was duly introduced for the consideration of the Commissioners Court. It was then duly moved and seconded that the Resolution be passed; and, after due discussion, said motion carrying with it the passage of the Resolution, prevailed and carried by the following vote:

AYES: _____

NOES: _____

2. A true, full and correct copy of the Resolution passed at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that the Resolution has been duly recorded in the Commissioners Court's minutes of the Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the Commissioner Court's minutes of the Meeting pertaining to the passage of the Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting county officials as indicated therein; that each of the elected officials and members of the Commissioners Court was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the Meeting, and that the Resolution would be introduced and considered for passage at the Meeting, and each of the elected officials and members consented, in advance, to the holding of the Meeting for such purpose, and that the Meeting was open to the public and public notice of the

time, place and purpose of the meeting was given, all as required by Chapter 551, Government Code, as amended.

3. The County Judge of the County has approved and hereby approves the Resolution; that the County Judge and the County Clerk of the County have duly signed the Resolution; and that the County Judge and the County Clerk of the County hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of the Resolution for all purposes.

SIGNED AND SEALED the _____ day of _____, 2025.

_____ _____

County Clerk County Judge

[COUNTY SEAL]

RESOLUTION NO. 15

RESOLUTION EXPRESSING OFFICIAL INTENT TO REIMBURSE FOR CERTAIN COSTS RELATED TO PARK PROJECTS FROM NOVEMBER 7, 2023 BOND ELECTION

WHEREAS, the Commissioners Court of Williamson County, Texas (the "County") expects to pay expenditures in connection with the project described on Exhibit A attached hereto (collectively, the "Project"); and

WHEREAS, the County finds, considers and declares that the reimbursement of the County for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the County and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project.

THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS:

Section 1. The County reasonably expects to incur debt, as one or more separate series of various types of obligations, with an approximate aggregate principal amount not to exceed $59,000,000 for the purpose of paying the costs of the Project.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the County in furtherance of this Resolution after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 3. The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Resolution more than three years after the date any expenditure which is to be reimbursed is paid.

EXHIBIT A

Any expenditures incurred by the County from Parkhill, Smith, & Cooper, Inc. for planning, design and engineering services related to the Williamson County Exposition Center – West Arena New associated with Amendment No. 2 to Agreement for Planning, Design & Engineering Services (Approved in Commissioner's Court on 5/13/25 item # 55).

Any expenditures incurred by the County from Parkhill, Smith, & Cooper, Inc. for design and engineering services related to the West Arena Expo Fans (Agreement approved in Commissioner's Court on 5/6/25 item # 21).

These are additions to the expenses in 2023 Park Bonds Reimbursement Resolution #9 (Approved in Commissioner's Court on 4/29/25 item # 76).

Commissioners Court - Regular Session **59.**

Meeting Date: 06/03/2025

Addition of Bartlett Volunteer Fire Department to the Emergency Services Organizations Agreement

Submitted By: Damaris Morales, Emergency Services Dept.

Department: Emergency Services Dept.

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action adding Bartlett Volunteer Fire Department to the Emergency Services Organizations Agreement.

Background

The amended agreement has been signed by the Barlett Volunteer Fire Department, allowing them to join the ESO agreement. The amendment to the agreement allows them to be a part of the ESO with modifications using their primary Emergency Medical Service, instead of using Williamson County EMS.Wilco EMS will assist in a mutual aid capacity. This is for the portion of Bartlett that falls in Williamson County, as the other portion is handled by Bell County.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ESO Agreement Adding Bartlett VFD

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	05/19/2025 04:49 PM
Form Started By: Damaris Morales		Started On: 05/19/2025 08:23 AM
Final Approval Date: 05/19/2025		

AGREEMENT BETWEEN WILLIAMSON COUNTY, TEXAS AND BARTLETT VOLUNTEER FIRE DEPARTMENT

This Agreement Between Williamson County and Bartlett Volunteer Fire Department ("Agreement") is executed by Bartlett Volunteer Fire Department ("BVFD"); and Williamson County, Texas ("County"), being collectively referred to as the "Parties", for purposes of the BVFD becoming a party to the First Amended and Restated Emergency Services Organizations Agreement and eligible for funding from Williamson County. Accordingly, the Parties set forth their intent and understandings as follows:

RECITALS

WHEREAS, County and the following named Williamson County Emergency Service Organizations, acting through their governing bodies: Williamson County Emergency Services Districts Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10, each being a separate emergency service district created and described under Chapter 775 of the Texas Health and Safety Code; the City of Cedar Park, Texas; the City of Georgetown, Texas; the City of Leander, Texas; the City of Round Rock, Texas; the City of Taylor, Texas; the Florence Volunteer Fire Department; the Jarrell Volunteer Fire Department; the Jollyville Volunteer Fire Department; the Sam Bass Volunteer Fire Department; the Thrall Volunteer Fire Department; And the Weir Volunteer Fire Department executed an Agreement Between Williamson County, Texas and Williamson County Emergency Service Organizations, which was executed to be effective as of October 1, 2010 ("Original ESO Agreement");

WHEREAS, Williamson County and Williamson County Emergency Services Districts Nos. 11 and 12, each being separate emergency service district created and described under Chapter 775 of the Texas Health and Safety Code; thereafter executed an Agreement Between Williamson County, Texas and Williamson County Emergency Service Districts Nos. 11 and 12, which was executed in 2013, in order for said Emergency Service Districts to become a party to the Original ESO Agreement;

WHEREAS, Williamson County Emergency Services Districts Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 And 12, the City of Cedar Park, Texas; the City of Georgetown, Texas; the City of Leander, Texas; the City of Round Rock, Texas; the City of Taylor, Texas; the Florence Volunteer Fire Department; the Jarrell Volunteer Fire Department; the Jollyville Volunteer Fire Department; the Sam Bass Volunteer Fire Department; the Thrall Volunteer Fire Department; And the Weir Volunteer Fire Department became collectively referred to as "Emergency Service Organizations" or individually referred to as an "ESO" pursuant to the Original ESO Agreement;

WHEREAS, Williamson County and the following named Williamson County Emergency Service Organizations, acting through their governing bodies: Williamson County Emergency Services Districts Nos. 1, 2, 3, 4, 5, 6, 7, 9, 10, 11 & 12 (each being a separate emergency service district created and described under Chapter 775 of the Texas Health and Safety Code); the City of Cedar Park, Texas; the City of Leander, Texas; the City of Round Rock, Texas; the City of Taylor, Texas; the Granger Volunteer Fire Department; And the Avery

Pickett Fire Department (formerly known as the Taylor Volunteer Fire Department and now disbanded) executed a First Amended and Restated Emergency Service Organizations Agreement, being dated effective January 31, 2023 ("First Amended Agreement"), wherein said parties agreed to amend and restate the Original ESO Agreement;

WHEREAS, according to the terms, conditions and covenants set forth in the First Amended Agreement, Williamson County and the Emergency Service Organizations established minimum services that must be provided by each ESO and standards that must be met and maintained by each ESO in order to receive funding from Williamson County;

WHEREAS, both County and BVFD are authorized pursuant to TEX. GOV'T CODE ANN., Chapter 791, to enter into an Interlocal Cooperation Agreement for the purpose described in this Agreement;

WHEREAS, the BVFD has requested to become an Emergency Service Organization, as that term is defined in the First Amended Agreement, and has agreed to bound, as an Emergency Service Organization, by the terms and conditions set out in the First Amended Agreement;

NOW, THEREFORE, the Parties agree to the following terms and conditions:

1.0 DEFINITIONS

1.1 Capitalized terms used in this Agreement and not otherwise defined herein shall have the same meanings given to them in the First Amended Agreement.

2.0 TERMS AND CONDITIONS

2.1 The First Amended Agreement, as attached hereto as Exhibit "A" and incorporated herein by reference as though fully set forth herein, and, except as set out herein, the terms, conditions and covenants contained therein shall apply to this Agreement. In the event of any conflict between the provisions of this Agreement and the First Amended Agreement, the provisions of the First Amended Agreement shall prevail.

2.2 BVFD hereby agrees to comply with all terms, conditions, covenants and obligations set forth in the First Amended Agreement and, except as set out herein, all such terms, conditions, covenants and obligations shall accrue and apply with equal effect to BVFD under the First Amended Agreement.

2.3 County and BVFD acknowledge and agree that under Article I, Section C. of the First Amended Agreement, each ESO agreed that (1) Williamson County E.M.S. shall be the 911 Emergency Medical Services provider within each of their jurisdictions; (2) each ESO shall operate a first responder program under the Williamson County Medical Director; (3) each ESO shall participate in jointly developed quality assurance and quality improvement programs, credentialing programs and training programs provided and developed in conjunction with the Williamson County Medical Director, Williamson County EMS and members of the Williamson County Fire Chiefs Association; and (4) emergency medical services supplies shall be exchanged between Williamson County and the Emergency Service Organizations on a one for one basis used on a medical call.

County and BVFD hereby further agree and acknowledge that (1) Williamson County E.M.S. does not serve as the 911 Emergency Medical Services provider within BVFD's jurisdiction; (2) BVFD does not operate a first responder program under the Williamson County Medical Director; and (3) BVFD currently maintains third-party emergency medical services providers and that Williamson County E.M.S. only provides emergency medical services on a mutual aid basis, as authorized by law.

County and BVFD agree and acknowledge that the terms, conditions and covenants set out under Article I, Section C. of the First Amended Agreement of the First Amended Agreement shall not apply to BVFD and that the inclusion of BVFD as an Emergency Service Organization pursuant to the terms of this Agreement shall not require that (1) Williamson County E.M.S. serve as the 911 Emergency Medical Services provider within BVFD's jurisdiction; (2) BVFD operate a first responder program under the Williamson County Medical Director; (3) BVFD participate in jointly developed quality assurance and quality improvement programs, credentialing programs and training programs provided and developed in conjunction with the Williamson County Medical Director, Williamson County EMS and members of the Williamson County Fire Chiefs Association; or (4) that emergency medical services supplies be exchanged between Williamson County and BVFD on a one for one basis used on a medical call.

2.4 Except as otherwise set out herein, BVFD shall be afforded all of the rights and privileges afforded to the Emergency Service Organizations under the First Amended Agreement, including, but not limited to funding provided by County under the First Amended Agreement.

2.5 Except as otherwise set out herein, BVFD shall perform all of the duties, responsibilities and obligations applicable to the Emergency Service Organizations under the First Amended Agreement.

2.6 BVFD acknowledges and agrees that the First Amended Agreement may be amended by Williamson County and the Emergency Service Organizations, from time to time and that the BVFD must also execute any documents necessary to effectuate such amendments.

3.0 TERM

3.1 Contingent Term. This Agreement is contingent upon the continuation of the First Amended Agreement. If the First Amended Agreement is terminated pursuant to its terms, this Agreement shall also terminate on the effective date of any such termination of the First Amended Agreement.

3.2 Initial Term. This Agreement shall commence on October 1, 2025 and shall continue thereafter in full force and run concurrent with the term of the First Amended Agreement.

3.3 Automatic Renewal. In accordance with the terms of the First Amended Agreement, this Agreement shall also automatically renew each year for one (1) year terms unless (i) BVFD provides notification of its intent to not renew to all other parties of the First Amended Agreement at least ninety (90) days prior to the last day of the then current term; and/or (ii) Williamson County exercises its right to not renew the First Amended Agreement by sending notice of its intent not to renew to all Emergency Service Organizations and the BVFD at least

ninety (90) days prior to the last day of the then current term.

4.0 MISCELLANEOUS PROVISIONS

4.1 Funds Owed County. If BVFD becomes obligated to pay or reimburse funds to Williamson County under this Agreement or under any other agreement with Williamson County, the governing body of such party hereby agrees and does assign to Williamson County any property tax payments, which come into the possession of Williamson County and that would otherwise be due such party and/or its governing body, so that all amounts of funding that is owed to Williamson County is paid to Williamson County.

4.2 Breach of Other Agreements. If BVFD and/or its governing body is in breach of any other agreement to which Williamson Count is a party, Williamson County may suspend all funding under the First Amended Agreement to such party until which time that the breach is cured.

4.3 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 obligations of all Parties shall be construed and enforced in accordance therewith. All 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 valid and enforceable.

4.4 Construction. Each party hereto acknowledges that it and its counsel have reviewed this Agreement, and that there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

4.5 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 any party hereto, or their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Each party hereto 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.

4.6 Assignment. The rights and duties of the Parties hereto may not be assigned or delegated without the prior written consent of all Parties. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Parties hereto.

4.7 Compliance with Applicable Laws. All Parties agree to comply with all applicable federal, state and local ordinances, laws, rules, regulations, and lawful orders of any public authority.

4.8 Non-Appropriation and Fiscal Funding. The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of any party for which such party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that Williamson County shall have the right to terminate this Agreement at the end of any Williamson County fiscal year if the governing body of Williamson County does not appropriate sufficient funds as determined by Williamson County's budget for the fiscal year in question. Williamson County may effect such termination by giving written notice of termination at the end of its then-current fiscal year.

4.9 Execution in Multiple Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be considered an original, and all of which shall be considered as one original fully executed as of the date when all Parties have executed an identical counterpart, notwithstanding the fact that all signatures may not appear on the same counterpart.

4.10 Entire Agreement. This Agreement constitutes the entire agreement between the Parties. The Parties understand, agree, and declare that no promise, warranty, statement, or representation of any kind whatsoever which is not expressly stated in this Agreement has been made by any party, or its respective officers, employees, or other agents to induce execution of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the date of the last party's execution hereof.

WILLIAMSON COUNTY, TEXAS

By: _____
As Presiding Officer,
Williamson County
Commissioners Court

Date: _____ ____, 20___

BARTLETT VOLUNTEER FIRE DEPARTMENT

By: _____

Printed Name: Amanda Angelo

Title: President

Date: May 12, 2025 ____, 20___

Exhibit “A”

FIRST AMENDED AND RESTATED EMERGENCY SERVICE ORGANIZATIONS AGREEMENT

THIS FIRST AMENDED AND RESTATED EMERGENCY SERVICE ORGANIZATIONS AGREEMENT ("First Amended Agreement") is made and entered into by and between WILLIAMSON COUNTY, TEXAS ("Williamson County") and the following named Williamson County Emergency Service Organizations, acting through their governing bodies: WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICTS NOS. 1, 2, 3, 4, 5, 6, 7, 9, 10, 11 & 12 (each being a separate Emergency Service District created and described under Chapter 775 of the Texas Health and Safety Code); the CITY OF CEDAR PARK, TEXAS; the CITY OF LEANDER, TEXAS; the CITY OF ROUND ROCK, TEXAS; the CITY OF TAYLOR, TEXAS; the GRANGER VOLUNTEER FIRE DEPARTMENT; and the AVERY PICKETT FIRE DEPARTMENT (formerly known as the Taylor Volunteer Fire Department) (being collectively referred to herein as the "Emergency Service Organization(s)" or "ESO").

I.
Obligations of Emergency Service Organizations

To ensure that all of the parties hereto are treated equally while providing the emergency services that are needed by individuals in the county, Williamson County and the Emergency Service Organizations agree to establish minimum services that must be provided by each agency.

A. Services provided by Emergency Service Organizations

Each of the Emergency Service Organizations shall provide and/or participate in the following:

1. Medical First Response
2. Participation in one or more of the following:
    - Hazardous Material Team
    - Swift Water Team
    - Technical Rescue Team
    - County Resource Coordination
    - Incident Management Team
    - Wildland Firefighting

B. Emergency Service Organizations Performance Standards

To measure the quality of service provided and ensure that those receiving funds are meeting national requirements set for emergency service organizations, the following standards must be met and maintained in order to be eligible for funding from Williamson County.

Each of the Emergency Service Organizations must:

1. Meet National Incident Management System ("NIMS") requirements by having department personnel complete the necessary training courses as established by the

Federal Emergency Management Agency. Annually, each of the Emergency Service Organizations shall provide a letter confirming all organization personnel are current with necessary NIMS requirements. In the event an ESO is unable to provide a letter due to having personnel that is not current with necessary NIMS requirements, such ESO must provide a letter explaining why the personnel is not current and provide a reasonable date in which the personnel will become compliant.

2. Through active participation in the Williamson County Fire Chiefs Association and its committees, assist in developing guidelines for safety procedures that each ESO could apply in order to be able to adhere to National Standards during emergency events.
3. Each ESO must respond or have, in writing, an agreement with other agencies to respond when the primary agency is not available. Each ESO's response shall be made in accordance with the approved dispatch policy, which requires a minimum of 80% call response of the calls for service initiated in the agency's response district.

C. Emergency Medical Service Involvement

Each ESO hereby agrees and acknowledges that Williamson County E.M.S. shall be the 911 Emergency Medical Services provider within each of the Emergency Service Organizations' jurisdictions.

Emergency Service Organizations shall operate a first responder program under the Williamson County Medical Director; participate in jointly developed quality assurance and quality improvement programs, credentialing programs and training programs. These programs will be provided and developed in conjunction with the Williamson County Medical Director, Williamson County EMS and members of the Williamson County Fire Chiefs Association.

As part of this First Amended Agreement, emergency medical services supplies shall be exchanged between Williamson County and the Emergency Service Organizations on a one for one basis used on a medical call.

II.
Prevention and Investigation

Williamson County will support and assist fire departments of the Emergency Service Organizations with establishing a working relationship with the Williamson County Fire Marshal's Office in relation to fire investigations. Any fire in the unincorporated area of the county that meets any condition listed in Williamson County Commissioners Court Order for Fire/Explosion Investigations shall be reported to Williamson County Fire Marshal's Office within 24 hours of the incident. Williamson County Fire Marshal's Office will be the lead investigation agency for any act of arson that occurs within the unincorporated area of the county.

III.
Reimbursement Formula; Consideration and Use of Funding

In consideration of the agreements made herein and the services performed by the Emergency Service Organizations, Wilco agrees to reimburse each ESO an amount of money based on the following reimbursement formula (the "Formula"):

1. Two Hundred Dollars ($200) for each square mile of an ESO district; plus
2. Seventy Cents ($.70) for each person that resides in the district covered by the ESO.

The amount of reimbursement shall be adjusted annually in order to take into account population changes within each ESO's district. The amount of the funding shall be set on or before August 1st of each year prior to the year of disbursement with the amount being divided into two separate installments, with the first installment being paid in the spring (prior to April 1st) and the second installment being paid in the fall (prior to September 30th) of each year during the term of this First Amended Agreement.

The population in an ESO's district shall be determined by using a three (3) people per one (1) living unit ratio; provided, however, in no event shall any ESO's district population exceed the officially adopted total population set forth by the Texas State Data Center.

Each year during the term of this First Amended Agreement, Williamson County shall also provide Twenty Thousand Dollars ($20,000) to the Williamson County Fire Chiefs Association. Such funds shall be solely expended on support training programs and coordination efforts of the Williamson County Fire Chiefs Association in relation to the provision of emergency services in Williamson County, Texas. These funds are payable at the beginning of each fiscal budget year of Williamson County.

The Emergency Service Organizations hereby agree to use and apply funding received hereunder for fire and first responder related services, equipment and personnel that are necessary to provide the minimum services that must be provided by each Emergency Service Organizations under this First Amended Agreement and to comply with the performance standards set out herein.

IV.
Failure to Meet Conditions; Suspension of Funding and Termination

If any of the Emergency Service Organizations commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this First Amended Agreement), Williamson County shall deliver written notice of such breach to the breaching Emergency Service Organization. Such notice must specify the nature of the breach and inform the breaching Emergency Service Organization that unless the breach is cured within thirty (30) days of receipt of the notice, additional steps may be taken to terminate the breaching Emergency Service Organization. If the breaching Emergency Service Organization begins a good faith attempt to cure the breach within thirty (30) days, then and in that instance the thirty (30) day period may be extended by Williamson County, so long as the breaching Emergency Service Organization continues to prosecute a cure

diligently to completion and continues to make a good faith attempt to cure the breach. Williamson County may suspend all funding that may be due to the breaching Emergency Service Organization until which time that the breaching Emergency Service Organization cures the Event of Breach.

If, in the opinion of Williamson County, the breaching Emergency Service Organization does not cure the breach within thirty (30) days or otherwise fails to make any diligent attempt to correct the breach, such Emergency Service Organization shall be deemed to be in breach and Williamson County may deliver written notice to the breaching Emergency Service Organization and Governing Body which specifies the following:

1. Nature and description of the breach;
2. Date on which the original thirty (30) day notice of the breach was tendered to the breaching Emergency Service Organization;
3. Description of the failure of the breaching Emergency Service Organization to cure timely; and
4. The effective date of the termination of the Emergency Service Organization.

Following the effective date of termination of an Emergency Service Organization, such terminated Emergency Service Organization shall no longer receive any funding or any other rights, privileges or benefits under this First Amended Agreement. Furthermore, a terminated Emergency Service Organization shall, within thirty (30) day of the effective date of termination, be obligated to reimburse Williamson County for all amounts of funding that Williamson County provided to the terminated Emergency Service Organization during the fiscal year in which the termination occurs.

In the event that a governing body of any of the Emergency Service Organizations fails to ratify and execute this First Amended Agreement or any subsequent amendments, Williamson County may suspend any funding to such Emergency Service Organizations until such time as approval and/or ratification is obtained.

In the event that an ESO, other than an ESO that is a municipal fire department or emergency service district, is terminated as set forth above, the Williamson County Commissioners Court, upon a review and receipt of an advisory recommendation by the Williamson County Fire Chiefs Association, may request another ESO to cover and respond to all or parts of the response district of the terminated ESO. The agency accepting such terminated ESO's response district or portions thereof would be entitled to an appropriate share of funds from Williamson County based on the reimbursement Formula set forth in this First Amended Agreement. Such share of funds shall start on the next scheduled payment.

V.
Right to Withdraw

Any party to this First Amended Agreement has the right to withdraw from this First Amended Agreement by providing express written notice of its decision to withdraw to Williamson County and to all other Emergency Service Organizations at least ninety (90) days prior to its projected

withdrawal date. Following the effective date of a party's withdrawal, such withdrawing party shall no longer receive any future funding or any other rights, privileges or benefits under this First Amended Agreement. If an ESO should withdraw prior to receipt of an upcoming installment payment, such ESO shall only be allowed to receive a pro rata portion of the next installment payment based on the period of time that such ESO actually provided services.

VI.
Term of First Amended Agreement; And Effective Date

This First Amended Agreement shall commence and be deemed to be effective as of January 31, 2023 and shall continue thereafter until September 30, 2023. Each term of this First Amended Agreement shall be for one (1) year and shall automatically renew each year thereafter for one (1) year terms unless notification of an ESO's intent to not renew is sent to all other parties at least ninety (90) days prior to the last day of the then current term.

Each ESO acknowledges that Williamson County shall also have the right not to renew this First Amended Agreement provided that Williamson County sends notice of its intent not to renew to all Emergency Service Organizations at least ninety (90) days prior to the last day of the then current term.

The parties are subject to the rights of termination and suspension as contained herein.

VII.
Related Agreements

The parties to this First Amended Agreement acknowledge that there may be existing mutual aid agreements and/or other related agreement between the parties relating to the provision of emergency services. The parties to this First Amended Agreement do not intend for the terms or conditions of this First Amended Agreement to supplant, terminate or otherwise affect the terms and conditions of any other agreements between any of the parties hereto.

VIII.
Relationship of the Parties

The parties to this First Amended Agreement shall act in individual capacities 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 any other party for any purposes whatsoever.

The parties to this First Amended Agreement shall act in accordance with the policies, ordinances, and procedures established by the parties' own governing body. All claims for Workers' Compensation benefits arising out of this First Amended Agreement shall be the sole responsibility of the party who is the general employer of the employee or volunteer filing such claim. At no time shall the employees or volunteers of another party be considered to the borrowed servants or on loan to any other party to this First Amended Agreement. Each party hereto shall hold all other parties harmless from all liability for injuries or damages to persons or property that might occur

as a result of the act or omission of an act of the employees or volunteers of such party. Furthermore, any civil liability that results from the acts of a party hereto or from the acts of any of its employees, volunteers, agents, officers or representatives shall remain the sole responsibility of the party that causes such civil liability.

IX.
Miscellaneous Provisions

A. Funds Owed County. If an Emergency Service Organization becomes obligated to pay or reimburse funds to Williamson County under this First Amended Agreement or under any other agreement with Williamson County, the governing body of such Emergency Service Organization hereby agrees and does assign to Williamson County any property tax payments, which come into the possession of Williamson County and that would otherwise be due such Emergency Service Organization and/or its governing body, so that all amounts of funding that is owed to Williamson County is paid to Williamson County.

B. Breach of Other Agreements. If an Emergency Service Organization and/or its governing body is in breach of any other agreement to which Williamson Count is a party, Williamson County may suspend all funding under this First Amended Agreement to such Emergency Service Organization until which time that the breach is cured.

C. Severability. If any provision of this First Amended 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 First Amended Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of all parties shall be construed and enforced in accordance therewith. All parties acknowledge that if any provision of this First Amended 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 First Amended Agreement and be deemed to be valid and enforceable.

D. Construction. Each party hereto acknowledges that it and its counsel have reviewed this First Amended Agreement, and that there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this First Amended Agreement.

E. No Waiver of Immunities. Nothing in this First Amended Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to any party hereto, or their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Each party hereto 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.

F. Assignment. The rights and duties of the party parties hereto may not be assigned or delegated without the prior written consent of all parties. This First Amended Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto.

G. **Compliance with Applicable Laws.** All parties agree to comply with all applicable federal, state and local ordinances, laws, rules, regulations, and lawful orders of any public authority.

H. **Non-Appropriation and Fiscal Funding.** The obligations of the parties under this First Amended Agreement do not constitute a general obligation or indebtedness of any party for which such party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that Williamson County shall have the right to terminate this First Amended Agreement at the end of any Williamson County fiscal year if the governing body of Williamson County does not appropriate sufficient funds as determined by Williamson County's budget for the fiscal year in question. Williamson County may effect such termination by giving written notice of termination at the end of its then-current fiscal year.

I. **Execution in Multiple Counterparts.** This First Amended Agreement may be simultaneously executed in several counterparts, each of which shall be considered an original, and all of which shall be considered as one original fully executed as of the date when all parties have executed an identical counterpart, notwithstanding the fact that all signatures may not appear on the same counterpart.

J. **Williamson County's Right to Audit.** Each ESO agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this First Amended Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of each ESO which are directly pertinent to the use of funding for fire and first responder related services, equipment and personnel that are necessary to provide the minimum services that must be provided by each ESO under this First Amended Agreement and to comply with the performance standards set out herein for the purposes of making audits, examinations, excerpts, and transcriptions. Each ESO further agrees that County shall have access during normal working hours to all necessary facilities of each ESO and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. County shall give each ESO reasonable advance notice of intended audits.

K. **Corporate and Tax Documents.** Each ESO shall provide, within seven (7) calendar days request from County, all corporate or business organization documents for organizations that are not emergency services districts and appropriate tax filings.

L. **Extent And Effect of First Amended Agreement.** As of the Effective Date hereof, this First Amended Agreement shall replace, supplant, and supersede the original Emergency Service Organization Agreement previously executed by the parties hereto.

M. **Entire Agreement.** This First Amended Agreement constitutes the entire agreement between the parties. The parties understand, agree, and declare that no promise, warranty, statement, or representation of any kind whatsoever which is not expressly stated in this First Amended Agreement has been made by any party, or its respective officers, employees, or other agents to induce execution of this First Amended Agreement.

IN WITNESS WHEREOF, the parties execute this First Amended Agreement to be effective as of the 31st day of January, 2023.

EMERGENCY SERVICE ORGANIZATIONS AND WILLIAMSON COUNTY EXECUTION BLOCKS TO FOLLOW:

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1

By: Adam Bryant

Printed Name: Adam Bryant

Representative Capacity: President

Date: March 15, 2023

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 2

By: James Shofner

Printed Name: James Shofner

Representative Capacity: Chief

Date: January 9, 2023

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3

By: _____

Printed Name: SCOTT D. KERWOOD

Representative Capacity: FIRE CHIEF

Date: DECEMBER 28, 2022

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4

By: _____

Printed Name: Anthony Lincoln

Representative Capacity: Fire Chief

Date: January 27, 2023

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 5

By: _____

Printed Name: RON STEWART

Representative Capacity: FIRE CHIEF

Date: 1/18/2023 ____, 20___

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 6

By: Mary Sue Smith Fontenot

Printed Name: MARY Sue Smith Fontenot

Representative Capacity: President Wm. Co. ESD #6

Date: 04/03 , 2023

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 7

By: Keith Couch

Printed Name: Keith Couch

Representative Capacity: President

Date: February 8, 2023

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 9

By: _____

Printed Name: Michael Garcia

Representative Capacity: President

Date: April 28, 2023

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 10

By: ROBERT V. AVANT JR

Printed Name: Robert V Avant

Representative Capacity: PRESIDENT

Date: 01/10, 2025

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 11

By: Jason Willis

Printed Name: JASON WILLIS

Representative Capacity: PRESIDENT

Date: MARCH 21, 2023

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 12

By: Daniel W Martillotti

Printed Name: Daniel W. Martillotti

Representative Capacity: 5

Date: May 09, 2023

CITY OF CEDAR PARK, TEXAS

By: _____

Printed Name: James Mallinger

Representative Capacity: Fire Chief

Date: January 31, 2023

CITY OF LEANDER, TEXAS

By: _____

Printed Name: Richard B. Beverlin, III

Representative Capacity: City Manager

Date: 2/16, 2023

CITY OF ROUND ROCK, TEXAS

By: _____

Printed Name: Craig Morgan

Representative Capacity: Mayor

Date: March 23, 2023

CITY OF TAYLOR, TEXAS

By: _____

Printed Name: Brian LaBorde

Representative Capacity: City Manager

Date: 2/22, 2023

GRANGER VOLUNTEER FIRE DEPARTMENT

By: James T. Courtney

Printed Name: James T. Courtney

Representative Capacity: Fire Chief, City of Granger

Date: 1/23, 2023

AVERY PICKETT FIRE DEPARTMENT

By: _____

Printed Name: John Shelton

Representative Capacity: Secretary

Date: 5/9 ____, 2023

WILLIAMSON COUNTY:

By: Bill Gravell Jr.
Bill Gravell Jr. (May 16, 2023 14:11 CDT)

Printed Name: Bill Gravell, Jr

Representative Capacity: County Judge

Date: May 16, 2023

Commissioners Court - Regular Session **60.**

Meeting Date: 06/03/2025

Award of RFP #25RFP33 Audit and Accounting Services to Weaver and Tidwell, L.L.P. for Williamson County Auditor

Submitted For: Joy Simonton **Submitted By:** Barbi Hageman, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding RFP #25RFP33 Audit and Accounting Services to the highest-scoring respondent, Weaver and Tidwell, L.L.P, for the amount of $152,850.00 for FY 25 and authorizing the award.

Background

The Purchasing Department solicited sealed bids under RFP #25RFP33 Audit and Accounting Services. There were over four hundred fifty (450) invitations sent out, forty-seven (47) document takers and six (6) submissions were received. The evaluation team recommends awarding #25RFP33 to Weaver and Tidwell, L.L.P due to their capabilities and expertise necessary to fulfill the County's audit responsibilities with a high standard of professionalism and integrity. The term of the award is an initial three-year (3) period with two (2) optional one-year (1) renewals. Weaver and Tidwell, L.L.P. to provide an engagement letter to the County Auditor's Office at the beginning of the audit process. The pricing documentation has been marked "confidential" by the respondent and is on file with the Purchasing Department. The funding source is 01.0100.0409.004181 per FY25. Origination# 2182. The department point of contact is Julie Kiley.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Letter of Recommendation

Scoring Summary

Form 1295

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/29/2025 10:15 AM
County Judge Exec Asst.	Delia Colon	05/29/2025 10:21 AM
Form Started By: Barbi Hageman		Started On: 05/23/2025 12:32 PM
Final Approval Date: 05/29/2025		

WILLIAMSON COUNTY
1848

Valerie Covey, CPA
County Commissioner Precinct 3

100 Wilco Way, Suite CO 201
Georgetown, TX 78626

(512) 943-3370 Office
(512) 943-3376 Fax

comm3@wilco.org

May 23, 2025

Subject: Recommendation for Audit and Accounting Services Provider

Dear Commissioners Court,

The Audit Committee convened on May 8, 2025, to review and evaluate proposals submitted in response to the County's Request for Proposals (RFP) for Audit and Accounting Services.

Following a thorough discussion and scoring process, the Committee carefully assessed each respondent's qualifications, experience, and overall ability to meet the County's audit requirements. Based on this evaluation, the Committee unanimously recommends awarding the contract to Weaver and Tidwell, LLC.

The proposed engagement would be for an initial term of three years, with the option to extend the contract for up to two additional one-year terms. If approved, services under this agreement would commence in 2025.

We believe Weaver and Tidwell, LLC demonstrates the capability and expertise necessary to fulfill the County's audit responsibilities with a high standard of professionalism and integrity.

Respectfully submitted,

Valerie Covey

Valerie Covey
Commissioner Pct. 3
Williamson County, TX

Scoring Summary

Active Submissions

	Total	Experience, Qualifications and Professional Activities of the Audit team and the Firm.	Responsiveness of the Proposal	Commitment to Government Accounting and Auditing	Firm's ability to provide accounting research and compliance services
Supplier	**/ 100 pts**	**/ 30 pts**	**/ 30 pts**	**/ 20 pts**	**/ 10 pts**
Weaver and Tidwell, L.L.P.	96.57 pts	29 pts	29.25 pts	20 pts	9.664 pts
CLA (CliftonLarsonAllen LLP)	95.53 pts	28.75 pts	28.75 pts	19.5 pts	9.305 pts
Whitley Penn, LLP	95.02 pts	28.5 pts	28.25 pts	20 pts	9.425 pts

	Total	Experience, Qualifications and Professional Activities of the Audit team and the Firm.	Responsiveness of the Proposal	Commitment to Government Accounting and Auditing	Firm's ability to provide accounting research and compliance services
Supplier	**/ 100 pts**	**/ 30 pts**	**/ 30 pts**	**/ 20 pts**	**/ 10 pts**
Crowe LLP	94.56 pts	28.75 pts	28.5 pts	20 pts	8.936 pts
Pattillo, Brown & Hill, L.L.P.	93.75 pts	27.75 pts	26.5 pts	19.75 pts	9.75 pts
ABIP, PC	90.27 pts	26 pts	26.5 pts	20 pts	8.924 pts

	Pricing	Mandatory Elements	Mandatory Elements	Mandatory Elements	Mandatory Elements
Supplier	**/ 10 pts**	**Pass/Fail**	**Pass/Fail**	**Pass/Fail**	**Pass/Fail**
Weaver and Tidwell, L.L.P.	8.654 pts	Pass	Pass	Pass	Pass

	Pricing	Mandatory Elements	Mandatory Elements	Mandatory Elements	Mandatory Elements
Supplier	**/ 10 pts**	**Pass/Fail**	**Pass/Fail**	**Pass/Fail**	**Pass/Fail**
CLA (CliftonLarsonAllen LLP)	9.221 pts	Pass	Pass	Pass	Pass
Whitley Penn, LLP	8.848 pts	Pass	Pass	Pass	Pass
Crowe LLP	8.372 pts	Pass	Pass	Pass	Pass
Pattillo, Brown & Hill, L.L.P.	10 pts	Pass	Pass	Pass	Pass
ABIP, PC	8.847 pts	Pass	Pass	Pass	Pass

	Mandatory Elements
Supplier	**Pass/Fail**
Weaver and Tidwell, L.L.P.	Pass

	Mandatory Elements
Supplier	**Pass/Fail**
CLA (CliftonLarsonAllen LLP)	Pass
Whitley Penn, LLP	Pass
Crowe LLP	Pass
Pattillo, Brown & Hill, L.L.P.	Pass
ABIP, PC	Pass

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:
2025-1315518

Date Filed:
05/27/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Weaver and Tidwell, L.L.P.
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.
2025244
25RFP33 Audit and Accounting Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Mackel, John	Houston, TX United States	X	
Rook, David	Houston, TX United States	X	
Darling, Rebecca	Austin, 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] ___, _[redacted] _____, [redacted] ___, [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 TX, on the 27 day of May, 2025.
(month) (year)

Rebecca Darling
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:
2025-1315518

Date Filed:
05/27/2025

Date Acknowledged:
05/27/2025

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Weaver and Tidwell, L.L.P.
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.

2025244
25RFP33 Audit and Accounting Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Mackel, John	Houston, TX United States	X	
Rook, David	Houston, TX United States	X	
Darling, Rebecca	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 **61.**

Meeting Date: 06/03/2025

Approval of Service and Goods Contract for Camera Systems for Towers from GTS Technology Solutions, Inc. for Williamson County Radio Communication Systems

Submitted For: Joy Simonton **Submitted By:** Barbi Hageman, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving Service and Goods Contract #2025241 between Williamson County and GTS Technology Solutions Inc. for camera systems for towers, in the total amount of $112,287.34, pursuant to DIR contract #DIR-CPO-5057 and authorizing the execution of the agreement.

Background

The approval of this contract will benefit Williamson County by providing camera systems to prevent theft and vandalism. The project should be completed by August 1st, 2025. Funding source is 01.0507.0507.005000 as per the FY25 budget. Origination #2763. The department point of contact is Thomas Piche.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract

Form 1295

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/27/2025 04:48 PM
County Judge Exec Asst.	Delia Colon	05/28/2025 09:18 AM
Form Started By: Barbi Hageman		Started On: 05/22/2025 11:47 AM
Final Approval Date: 05/28/2025		

WILLIAMSON COUNTY
SERVICE AND GOODS CONTRACT

GTS Technology Solutions, Inc.
Quote No. Q-09625

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 GOODS 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 **GTS Technology Solutions, 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 services include camera systems for all tower sites throughout Williamson County as described in the attached **Quote No. Q-09625** 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.

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 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 parties acknowledge and agree that the Project Completion Date is initially set to be on or before August 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.

IV.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in **Exhibit "A"** and in accordance with COOP contract number DIR-CPO-5057. The not-to-exceed amount under this Agreement is **One Hundred Twelve Thousand Two Hundred Eighty-Seven Dollars and Thirty-Four Cents ($112,287.34)** for the life of this Contract.

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.

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.

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.

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 Quote No. Q-09625, marked **Exhibit "A"**;
B. The cooperative purchasing contract (DIR-CPO-5057) incorporated by reference; 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.

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.

Williamson County:	GTS Technology Solutions, Inc.:
_____	Eilene Melvin
Authorized Signature	Authorized Signature
_____	Eilene Melvin
Printed Name	Printed Name
Date: _____, 20____	Date: 5/15, 20 25

Approved as to Legal Form
HAL HAWES
General Counsel, Commissioners Court
Date: May 20 2025 Time: 6:03 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: May 20 2025 Time: 12:12 pm

Exhibit "A"
Quote No. Q-09625

GTS TECHNOLOGY SOLUTIONS

GTS Technology Solutions, Inc.
9211 Waterford Centre Blvd Suite 275
Austin, Texas 78758
Phone: 512.452.0651

QUOTE

Quote Number: **Q-09625**
Quoted Date: 05/13/2025
Expiration Date: 05/20/2025
Account Exec: Ashley Ambroso
Inside Sales Rep: Austin Whitlow
austin.whitlow@gts-ts.com
(512) 681-6214
Terms: NET 30

QUOTE FOR:

Williamson County

Equipment

LINE	ITEM	DESCRIPTION	SPECIFICATIONS	CONTRACT	QTY	PRICE	EXTENDED PRICE
1	CF83-512E-HW	CF83-E Outdoor Fisheye Camera, 512GB, 30 Days Max	MSRP: 1799	DIR-CPO-5057	11	$ 1,259.28	$ 13,852.08
2	CB62-512E-HW	Verkada Cb62-E Outdoor Bullet Camera, 512Gb, 30 Days Max	MSRP: 1799	DIR-CPO-5057	11	$ 1,259.28	$ 13,852.08
3	CP63-1TBE-HW	CP63 Outdoor PTZ Camera, 4K, 1TB of Storage, Maximum	MSRP: 4699	DIR-CPO-5057	11	$ 3,289.24	$ 36,181.64
4	LIC-CAM-5Y	5-Year Camera License	MSRP: 899	DIR-CPO-5057	33	$ 629.29	$ 20,766.57
5	BZ11-HW	Verkada Bz11 Horn Speaker	MSRP: 799	DIR-CPO-5057	11	$ 559.29	$ 6,152.19
6	SV21-HW	SV21 Environmental Sensor	MSRP: 699	DIR-CPO-5057	11	$ 489.29	$ 5,382.19
7	LIC-SV-5Y	Verkada 5 Year Sensor License	MSRP: 999	DIR-CPO-5057	11	$ 699.29	$ 7,692.19

GTS
TECHNOLOGY SOLUTIONS

QUOTE

Quote Number: **Q-09625**

8	ACC-MNT-CORNER-1	Verkada Corner Mount	MSRP: 199	DIR-CPO-5057	22	$ 139.30	$ 3,064.60
9	ACC-MNT-ARM-1	Verkada Arm Mount	MSRP: 99	DIR-CPO-5057	11	$ 69.30	$ 762.30
10	ACC-MNT-XLARM-1	Large Arm Mount (PTZ)	MSRP: 159	DIR-CPO-5057	11	$ 111.30	$ 1,224.30
11	ACC-MNT-UPEND-1	VERKADA : Umbrella Pendant Cap Mount	MSRP: 79	DIR-CPO-5057	11	$ 55.30	$ 608.30
12	ACC-MNT-SJBOX-1	Verkada Square Junction Box Mount	MSRP: 89	DIR-CPO-5057	22	$ 62.30	$ 1,370.60
13	ACC-POE-60WHS-NA	Verkada : PoE++ (802.3bt-2018) Injector, GigE, High Surge Protect, NA	MSRP: 179	DIR-CPO-5057	11	$ 125.30	$ 1,378.30
14	FREIGHT CHARGE	Freight Charge	MSRP: 3000	NO CONTRACT	1	$ 0.00	$ 0.00

Prices do NOT include taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. If a customer requests expedited or special delivery, causes carrier delays or requests redelivery, customer will be responsible for any additional charges for these services directly billed by the carrier. All prices are subject to change without notice. Supply subject to availability. Dell maintains a strict zero-return policy. Therefore, purchases of incorrect quantity, specifications, items, or configurations are non-refundable and non-returnable. Please ensure that you have reviewed your quote thoroughly.
This quote does not include the applicable sales tax for our commercial customers

Sales Total:	**$ 112,287.34**
Freight & Misc:	**$ 0.00**
Tax Total:	**$ 0.00**
Total (USD):	**$ 112,287.34**

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:
2025-1310182

Date Filed:
05/15/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

GTS Technology Solutions
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 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.

2025241
Tower Site Camera System

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] (street), [redacted] (city), [redacted] (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 15th day of May (month), 2025 (year).

Eilene Melvin

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:
2025-1310182

Date Filed:
05/15/2025

Date Acknowledged:
05/22/2025

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

GTS Technology Solutions
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 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.

2025241
Tower Site Camera System

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 **62.**

Meeting Date: 06/03/2025

Approval of Addendum #1 to Agreement for Towing and Impound Services between CFKAA Holdings, LLC (Autura) and Williamson County for the Sheriff's Office

Submitted For: Joy Simonton **Submitted By:** Cheryl Johnson, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action to approve a First Addendum to that certain Agreement for Towing and Impound Service (RFP#22RFP80), which was originally executed effective on June 2, 2022, between CFKAA Holdings, LLC (Autura) and Williamson County, Texas and ratify the County Judge's execution of said Addendum #1.

Background

The county will not pay any fees with this contract as services will be paid directly to CFKAA (Autural) by the tow providers. Tow providers will retain $3.50 of the dispatch administration fee. Tow providers dispatched by Autura to complete a tow on behalf of Williamson County shall charge the customer an Administration Fee in the amount of Twenty-Eight and 50/100 Dollars ($28.50), in addition to Contractor's additional towing fee.

This First Addendum will extend the Agreement for Towing and Impound Service for one year beginning on June 1, 2025. Following this extension, the parties have the option to extend for a final one-year extension term. Funding Source: not applicable. Department Contact: Starla Hall.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Addendum

Previously Consent to Contract Assignment

Previously Consent to Contract Assignment.2

Form 1295

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/28/2025 04:35 PM
County Judge Exec Asst.	Delia Colon	05/29/2025 08:57 AM
Form Started By: Cheryl Johnson		Started On: 05/23/2025 08:01 AM
Final Approval Date: 05/29/2025		

Docusign Envelope ID: E000A04F-8B61-4616-B856-051EED459FBE

FIRST ADDENDUM TO
AGREEMENT FOR TOWING AND IMPOUND SERVICES
22RFP80

UNLESS STATED ELSEWHERE, THIS ADDENDUM TO THIS AGREEMENT is entered into as of the date of the last signature below ("Effective Date") by and between CFKAA Holdings, LLC ("Autura" or "Contractor") and Williamson County, Texas ("Licensee");

WHERAS, Licensee and AutoReturn US, LLC are parties to an Agreement for Towing and Impound Services, effective June 2, 2022, related to Request for Proposal 22RFP80 (the "Agreement"); and

WHEREAS, AutoReturn US, LLC filed to change its name to CFKAA Holdings, LLC ("Autura" or "Contractor") with the Secretary of State for the State of Delaware, effective October 2, 2023; and

WHEREAS, Licensee and Contractor are desirous of extending the Agreement under the original terms; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, Licensee and Contractor agree as follows:

1. Licensee, by this First Addendum to the Agreement (the "Addendum"), has elected to exercise its right to renew the Agreement for the first of two additional one-year terms. The first additional one-term will begin on June 1, 2025.

2. In accordance with the terms outlined in Section 5.01 of the Agreement, Licensee acknowledges that Contractor's pricing will increase in the renewal period. Tow providers dispatched by Contractor to complete a tow on behalf of Licensee shall charge the customer (i.e., the registered owner of the towed vehicle) an Administration Fee in the amount of Twenty-Eight and 50/100 Dollars ($28.50), in addition to Contractor's additional towing charges.

3. Of the Administration Fee discussed above, twenty-Five and No/100 Dollars ($25.00) of the Administration Fees shall be paid to Contractor directly by the tow providers on a monthly basis. Tow providers will retain three and 50/100 Dollars of the Administration Fee.

4. As agreed upon by the parties, Contractor will not require Licensee to adopt subscription-based pricing model during this current period or the subsequent renewal periods.

5. The parties expressly intend and agree that this Addendum is hereby incorporated into the Agreement and the terms herein shall modify and control the terms in the Agreement. Any inconsistency between the terms of this Addendum and the terms of the Agreement shall be resolved in favor of the terms contained in this Addendum.

6. All other terms of the Agreement will remain in full force and effect.

7. The Contractor certifies that this Addendum has been duly authorized and approved by all required organizational action of the Contractor.

Docusign Envelope ID: E000A04F-8B61-4616-B856-051EED459FBE

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to be effective as of the date of the last signature below.

Contractor: CFKAA Holdings, LLC

DocuSigned by:
Bryan Day
8134518B187C4C9...

By:_____
Name: Bryan Day
Title: CFO
Date: 5/21/2025

Licensee: Williamson County, Texas

By:_____
Name:_____
Title:_____
Date:_____

Approved as to Legal Form
HAL HAWES
General Counsel, Commissioners Court
Date: May 22 2025 Time: 10:09 am

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: May 27 2025 Time: 6:48 am

Commissioners Court - Regular Session

Meeting Date: 01/09/2024

Consent to Contract Assignment name change for AutoReturn US LLC for County Sheriff

Submitted For: Mike Gleason **Submitted By:** Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Consent to Contract Assignment between Williamson County, AutoReturn US LLC (the Assignor), and CFKAA Holdings, LLC, a Delaware Limited Liability Company dba Autura (the Assignee) in relation to Williamson County, Texas Agreement for Towing Management and Logistic Services with AutoReturn US LLC, awarded on June 2, 2022.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

AutoReturn US LLC

Form Review

Inbox	Reviewed By	Date
	Starla Hall	12/20/2023 09:00 AM

Form Started By: Starla Hall Started On: 12/20/2023 09:00 AM

DocuSign Envelope ID: 4B296B92-9FE0-44B3-99D4-E1E7EC4B8ECB

CONSENT TO CONTRACT ASSIGNMENT

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by the parties hereto, **AutoReturn US. LLC** (hereinafter "Assignor") hereby request consent from **Williamson County, Texas** (hereinafter "County") of the assignment and transfers of all of Assignor's interest, rights and obligations to **CFKAA Holdings, LLC, a Delaware Limited Liability Company dba Autura** (hereinafter "Assignee") in the contract(s) described as follows:

> **WILLIAMSON COUNTY, TEXAS AGREEMENT FOR TOWING MANAGEMENT AND LOGISTIC SERVICES WITH AUTORETURN US. LLC,** which is incorporated herein by reference for all purposes (hereinafter "Contract").

In consideration of the mutual promises and covenants contained herein, County, Assignor and Assignee hereby agree as follows:

1. Assignor agrees that all rights and obligations of Assignor arising under the Contract or otherwise by law or by the existence of conditions precedent, which may or may not have occurred as of the date of this Consent to Contract Assignment, are hereby included in the Assignment of the Contract to Assignee and Assignee hereby agrees to accept same as if Assignee was an original party to the aforesaid Contract.

2. Following the execution of this Consent to Contract Assignment, Assignee shall fully perform all services and/or provide all goods in accordance with terms and conditions of the Contract as if Assignee was an original party to the Contract.

3. Assignor and Assignee have agreed the assignment of the Contract shall be binding upon and inure to the benefit of Assignor and Assignee and their respective affiliates, successors, assigns, heir and devisees and legal representatives.

4. UPON EXECUTION OF THIS CONSENT TO CONTRACT ASSIGNMENT AND IN CONSIDERATION OF COUNTY'S CONSENT TO THE ASSIGNMENT SUBJECT HEREOF, ASSIGNEE HEREBY AGREES THAT ASSIGNEE SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF COUNTY'S GROSS NEGLIGENCE) AND INDEMNIFY COUNTY FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF ASSIGNOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS ASSIGNOR MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED IN CONNECTION WITH ASSIGNOR'S PERFORMANCE OF SERVICES UNDER THE CONTRACT PRIOR TO EXECUTION OF THIS CONSENT TO CONTRACT ASSIGNMENT; AND FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM ASSIGNOR'S PERFORMANCE OF THE CONTRACT OR THE SERVICES PROVIDED UNDER THE CONTRACT PRIOR TO THE EXECUTION OF THIS CONSENT TO CONTRACT ASSIGNMENT, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF ASSIGNOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY ASSIGNOR OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE.

DocuSign Envelope ID: 4B296B92-9FE0-44B3-99D4-E1E7EC4B8ECB

5. In consideration of the terms, conditions, agreements and covenants set forth herein, County agrees and does hereby consent to Assignor's assignment of the Contract to Assignee.

6. It is the intention of the parties hereto that in the event a court of competent jurisdiction finds that any provision or portion of this Consent to Contract Assignment is unenforceable for any reason, the balance and remainder of this Consent to Contract Assignment shall remain effective and enforceable to the extent possible under the circumstances then existing.

7. Each party to this Consent to Contract Assignment acknowledges that it and its counsel have reviewed this Consent to Contract Assignment 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 Consent to Contract Assignment.

8. Each party to this Consent to Contract Assignment hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Consent to Contract Assignment shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Consent to Contract Assignment is governed by the laws of the United States, this Consent to Contract Assignment shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

9. This Consent to Contract Assignment represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written relating to the subject matter hereof. This Consent to Contract Assignment may be amended only by written instrument signed by each party.

AGREED, signed and made effective as of the date of the last party's execution below.

COUNTY:

Williamson County, Texas

By: Valerie Covey

Printed Name: Valerie Covey

Capacity: As Presiding Officer of the
Williamson County Commissioners Court

Date: Jan 9, 2024 _____, 20___

DocuSign Envelope ID: 4B296B92-9FE0-44B3-99D4-E1E7EC4B8ECB

ASSIGNOR:

AutoReturn US. LLC

8134518B187C4C9
Ray Krouse
DocuSigned By: Ray Krouse

By: _____

Printed Name: Ray Krouse

Title: Chief Financial Officer

Date: 12/19/2023 _____, 20___

ASSIGNEE:

CFKAA Holdings, LLC

8134518B187C4C9
Ray Krouse
DocuSigned By: Ray Krouse

By: _____

Printed Name: Ray Krouse

Title: Chief Financial Officer

Date: 12/19/2023 _____, 20___

Item #54 Consent to Contract Assignment with AutoReturn

Final Audit Report 2024-01-09

Created:	2024-01-09
By:	Starla Hall (starlahall@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAARkxId7sRtuxWvmNQasN0x64RrqqY18XN

"Item #54 Consent to Contract Assignment with AutoReturn" History

Document digitally presigned by DocuSign\, Inc. (enterprisesupport@docusign.com)
2023-12-19 - 5:59:15 PM GMT

Document created by Starla Hall (starlahall@wilco.org)
2024-01-09 - 10:43:07 PM GMT

Document emailed to Rebecca Pruitt (becky.pruitt@wilco.org) for signature
2024-01-09 - 10:44:49 PM GMT

Email viewed by Rebecca Pruitt (becky.pruitt@wilco.org)
2024-01-09 - 10:45:06 PM GMT

Document signing delegated to Valerie Covey (vcovey@wilco.org) by Rebecca Pruitt (becky.pruitt@wilco.org)
2024-01-09 - 10:45:49 PM GMT

Document emailed to Valerie Covey (vcovey@wilco.org) for signature
2024-01-09 - 10:45:49 PM GMT

Email viewed by Valerie Covey (vcovey@wilco.org)
2024-01-09 - 11:15:25 PM GMT

Document e-signed by Valerie Covey (vcovey@wilco.org)
Signature Date: 2024-01-09 - 11:15:32 PM GMT - Time Source: server

Agreement completed.
2024-01-09 - 11:15:32 PM GMT

Powered by
Adobe
Acrobat Sign

DocuSign Envelope ID: 4B296B92-9FE0-44B3-99D4-E1E7EC4B8ECB

CONSENT TO CONTRACT ASSIGNMENT

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by the parties hereto, **AutoReturn US. LLC** (hereinafter "Assignor") hereby request consent from **Williamson County, Texas** (hereinafter "County") of the assignment and transfers of all of Assignor's interest, rights and obligations to **CFKAA Holdings, LLC, a Delaware Limited Liability Company dba Autura** (hereinafter "Assignee") in the contract(s) described as follows:

> **WILLIAMSON COUNTY, TEXAS AGREEMENT FOR TOWING MANAGEMENT AND LOGISTIC SERVICES WITH AUTORETURN US. LLC**, which is incorporated herein by reference for all purposes (hereinafter "Contract").

In consideration of the mutual promises and covenants contained herein, County, Assignor and Assignee hereby agree as follows:

1. Assignor agrees that all rights and obligations of Assignor arising under the Contract or otherwise by law or by the existence of conditions precedent, which may or may not have occurred as of the date of this Consent to Contract Assignment, are hereby included in the Assignment of the Contract to Assignee and Assignee hereby agrees to accept same as if Assignee was an original party to the aforesaid Contract.

2. Following the execution of this Consent to Contract Assignment, Assignee shall fully perform all services and/or provide all goods in accordance with terms and conditions of the Contract as if Assignee was an original party to the Contract.

3. Assignor and Assignee have agreed the assignment of the Contract shall be binding upon and inure to the benefit of Assignor and Assignee and their respective affiliates, successors, assigns, heir and devisees and legal representatives.

4. UPON EXECUTION OF THIS CONSENT TO CONTRACT ASSIGNMENT AND IN CONSIDERATION OF COUNTY'S CONSENT TO THE ASSIGNMENT SUBJECT HEREOF, ASSIGNEE HEREBY AGREES THAT ASSIGNEE SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF COUNTY'S GROSS NEGLIGENCE) AND INDEMNIFY COUNTY FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF ASSIGNOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS ASSIGNOR MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED IN CONNECTION WITH ASSIGNOR'S PERFORMANCE OF SERVICES UNDER THE CONTRACT PRIOR TO EXECUTION OF THIS CONSENT TO CONTRACT ASSIGNMENT; AND FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM ASSIGNOR'S PERFORMANCE OF THE CONTRACT OR THE SERVICES PROVIDED UNDER THE CONTRACT PRIOR TO THE EXECUTION OF THIS CONSENT TO CONTRACT ASSIGNMENT, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF ASSIGNOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY ASSIGNOR OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE.

DocuSign Envelope ID: 4B296B92-9FE0-44B3-99D4-E1E7EC4B8ECB

5. In consideration of the terms, conditions, agreements and covenants set forth herein, County agrees and does hereby consent to Assignor's assignment of the Contract to Assignee.

6. It is the intention of the parties hereto that in the event a court of competent jurisdiction finds that any provision or portion of this Consent to Contract Assignment is unenforceable for any reason, the balance and remainder of this Consent to Contract Assignment shall remain effective and enforceable to the extent possible under the circumstances then existing.

7. Each party to this Consent to Contract Assignment acknowledges that it and its counsel have reviewed this Consent to Contract Assignment 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 Consent to Contract Assignment.

8. Each party to this Consent to Contract Assignment hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Consent to Contract Assignment shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Consent to Contract Assignment is governed by the laws of the United States, this Consent to Contract Assignment shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

9. This Consent to Contract Assignment represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written relating to the subject matter hereof. This Consent to Contract Assignment may be amended only by written instrument signed by each party.

AGREED, signed and made effective as of the date of the last party's execution below.

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Capacity: As Presiding Officer of the
Williamson County Commissioners Court

Date: _____ _____, 20___

DocuSign Envelope ID: 4B296B92-9FE0-44B3-99D4-E1E7EC4B8ECB

ASSIGNOR:

AutoReturn US. LLC

8134518B187C4C9
Ray Krouse
DocuSigned By: Ray Krouse

By: _____

Printed Name: Ray Krouse

Title: Chief Financial Officer

Date: 12/19/2023 _____, 20___

ASSIGNEE:

CFKAA Holdings, LLC

8134518B187C4C9
Ray Krouse
DocuSigned By: Ray Krouse

By: _____

Printed Name: Ray Krouse

Title: Chief Financial Officer

Date: 12/19/2023 _____, 20___

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:
2025-1293580

Date Filed:
04/09/2025

Date Acknowledged:
04/09/2025

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

CFKAA Holdings, LLC
Covina, CA 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, TX

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.

22RFP80
CFKAA Holdings, LLC ("Autura") is a software provider to municipalities to manage towing logistics and impound operations.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Besprozvany, Vladimir	San Francisco, CA United States	X	
Maloney, Joey	San Francisco, CA United States	X	
Burgess, Traci	Palm Beach Garden, FL United	X	
Bettman, Jordan	New York City, NY United States	X	
Oberg, Soren	Boston, MA United States	X	
Catalfano, Tony	Atlanta, GA United States	X	
Winton, Michael	Boston, MA United States	X	
Day, Bryan	Montgomery, TX United States	X	
Malo, Ryan	Washington, DC 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:
2025-1293580

Date Filed:
04/09/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
CFKAA Holdings, LLC
Covina, CA 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, TX

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.
22RFP80
CFKAA Holdings, LLC ("Autura") is a software provider to municipalities to manage towing logistics and impound operations.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Besprozvany, Vladimir	San Francisco, CA United States	X	
Maloney, Joey	San Francisco, CA United States	X	
Burgess, Traci	Palm Beach Garden, FL United	X	
Bettman, Jordan	New York City, NY United States	X	
Oberg, Soren	Boston, MA United States	X	
Catalfano, Tony	Atlanta, GA United States	X	
Winton, Michael	Boston, MA United States	X	
Day, Bryan	Montgomery, TX United States	X	
Malo, Ryan	Washington, DC United States	X	

[redacted] ☐

6 [redacted]

[redacted] _____, _____, _____.
[redacted] (city) [redacted])

[redacted]

[redacted] State of District of Columbia, on the 9 day of April, 2025.
(month) (year)

Ryan Malo
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **63.**

Meeting Date: 06/03/2025

Williamson County Animal Shelter

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 Supplemental Agreement No. 1 for Design and Engineering Services between Williamson County and Ramirez-Simon Engineering, LLC. Relating to the Williamson County Animal Shelter HVAC fixes.

Background

Supplemental Agreement No. 1 for Design and Engineering Services between Williamson County and Ramirez-Simon Engineering, LLC. is made to compensate the firm for additional services to reassess existing HVAC conditions and to extend the time to July 21st, 2025.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

WCRAS_HVAC Fixes_RS_SA1

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	05/16/2025 02:30 PM
County Judge Exec Asst.	Delia Colon	05/19/2025 09:12 AM
Form Started By: Christy Matoska		Started On: 05/16/2025 01:02 PM
Final Approval Date: 05/19/2025		

SUPPLEMENTAL AGREEMENT NO. 1
TO
AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: **Williamson County Regional Animal Shelter HVAC Fixes** ("Project")

ARCHITECT / ENGINEER: **Ramirez-Simon Engineering, LLC** ("A/E")
Steven Simon, PE, Principal
1 Chisolm Trail, Suite 450
Round Rock, TX 78681

COUNTY'S DESIGNATED REPRESENTATIVE: **Williamson County Facilities Department**
Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

THIS SUPPLEMENTAL AGREEMENT NO. #1 to **Agreement for Design and Engineering Services**, effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), is made pursuant to the terms and conditions of said Agreement 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, County and A/E previously executed **Agreement for Design and Engineering Services** being dated effective **June 11th, 2024** ("Agreement");

WHEREAS, pursuant to **Article 20** of the Agreement, the terms of the Agreement may be modified by a fully executed, written modification;

WHEREAS, County now wishes to **reassess existing HVAC conditions at the Williamson County Regional Animal Shelter**; all of which would constitute Additional Services due to being outside the original scope of Basic Services; and,

WHEREAS, in accordance with **Article 7** of the Agreement, this Supplemental Agreement provides a description of the scope, compensation for, and schedule of Additional Services;

WHEREAS, it has become necessary to supplement, modify and amend the Agreement in accordance with the provisions thereof.

SUPPLEMENTAL AGREEMENT

NOW, THEREFORE, premises considered, County and A/E agree that the Agreement is modified and amended as follows:

ARTICLE 1
SCOPE OF ADDITIONAL SERVICES

A/E hereby agrees to provide the Additional Services: detailed in **Attachment A – Scope of Additional Services** (referred to herein as "Additional Services").

ARTICLE 2
COMPENSATION FOR ADDITIONAL SERVICES

In accordance with the terms and conditions of the Agreement, County hereby agrees to pay A/E **Eight Thousand Nine Hundred Fifty Dollars ($8,950.)** for the Additional Services, as detailed in **Attachment B – Fee Schedule**.

ARTICLE 3
TIME FOR PERFORMANCE OF ADDITIONAL SERVICES

A/E hereby agrees to provide the Additional Services as detailed in **Attachment C – Production Schedule**.

ARTICLE 4
TERMS OF AGREEMENT & EXTENT OF SUPPLEMENTAL AGREEMENT

All Additional Services described herein will be performed in accordance with the terms and conditions of the Agreement. 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, County has caused this Supplemental 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:
Ramirez-Simon Engineering, LLC

By: _____
Signature

Steven Simon, PE
Printed Name

Principal
Title

Date Signed: 05-16-2025

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

ATTACHMENT A

SCOPE OF ADDITIONAL SERVICES

THE FOLLOWING SCOPE OF ADDITIONAL SERVICES IS INTENDED TO BE CONSISTENT WITH THE AGREEMENT. TO THE EXTENT THIS SCOPE OF ADDITIONAL SERVICES IS INCONSISTENT WITH THE AGREEMENT, THE AGREEMENT WILL SUPERSEDE THE SCOPE OF ADDITIONAL SERVICES AND WILL BE CONTROLLING.

In consideration of the compensation for the Additional Services provided in the Supplemental Agreement, A/E shall perform the following Additional 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 **Attachment C – Production Schedule of**

the Supplemental Agreement No. 1. 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 Regional Animal Shelter
1855 SE Inner Loop
Georgetown, TX 78626
1092.4100

Phase 1 has been previously accomplished by A/E as part of the Basic Services under the Agreement and the same type of services shall be repeated due to expanded scope of Additional Services hereunder.

A review of the rooftop and grade mounted HVAC equipment will be completed on site with an AAON technician. Prior to the visit, RSE will analyze logged temperature and humidity data from each building. County will place hobo temperature and humidity sensors in areas of concern and will provide trended data for evaluation. Additional data will be collected and evaluated following the site visit to determine the effectiveness of the reimplemented modifications. A/E will present findings, discuss the status of prior recommendations, and review operational changes made to the HVAC equipment.

Design services shall be conducted in phases as outlined herein. Phases may be combined to expedite design process when defined in **Attachment C – Production Schedule of Supplemental Agreement No. 1**. 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.

ATTACHMENT B

FEE SCHEDULE

This schedule indicates fees by Phase of the Compensation for the Additional Services:	**$**	**8,950**	100%
0% **Ramirez-Simon Engineering, LLC**			
Phase I - SCHEMATIC DESIGN	**$**	**8,950**	100%
Ramirez-Simon Engineering, LLC	$	8,950	

ATTACHMENT C

PRODUCTION SCHEDULE

A/E agrees to complete the additional services called for in **Attachment A** of this Agreement within **Sixty-Two (62) calendar days** from the date of the Supplemental Agreemen

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.

Supplemental Agreement Execution Date	**05/20/25**

Phase I - SCHEMATIC DESIGN

All services shall be complete on, or before:	**07/21/25**

Commissioners Court - Regular Session **64.**

Meeting Date: 06/03/2025

Justice Center North MAU Replacement

Submitted For: Dale Butler **Submitted By:** Christy Matoska, Facilities Managemen

Department: Facilities Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive and acknowledge approval of Change Order No.1 from Automated Logic Contracting Services, Inc. for the Justice Center MAU Replacement for a deduction in the amount of $3,000., which was approved by Williamson County 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

The Change Order No. 1 is made to deduct the amount of $3,000 for the control valves from the original contract with Automated Logic Contracting Service, Inc. This Change Order results in a net decrease of $3,000. The original Contract amount was $41,600. As a result of this Change Order, the new contract sum is $38,650.00. Williamson County Facilities Project Manager, Daryl Mutz was delegated change order approval authority for this project on January 23, 2024, by the Commissioners Court pursuant to Loc. Gov't Code Sec. 262.031. This item is to acknowledge such approval and record same into the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CJC N MAU Replacement_ALC_CO1

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	05/19/2025 01:34 PM
County Judge Exec Asst.	Delia Colon	05/20/2025 08:52 AM
Form Started By: Christy Matoska		Started On: 05/19/2025 01:16 PM
Final Approval Date: 05/20/2025		

CHANGE ORDER
CJC N MAU Replacement

CHANGE ORDER NO: **01** NTP Date: 10/08/2024
DATE OF ISSUANCE: 05/16/2025
Contractor: Automated Logic Contracting Services, Inc.
Architect/ Engineer: N/A

EXPLANATION:
1. Credit for four (4) valves

CONTRACT CHANGE:
1. Credit by Contractor for four (4) valves which were provided by another contractor

A.	Original Contract Amount	$41,650.00
B.	Adjusted Contract Sum by previous Change Orders	$ 0.00
C.	Contract Sum decreased by this Change Order in the amount of	$ 3,000.00
D.	New Contract Sum including this Change Order will be	$38,650.00

Percentage Increase of Total Change Orders over Original Contract Amount $\left(\frac{D-A}{A} * 100\right)$
(Not to Exceed 25% per state law) 0.00 %

The Contract Time will be changed by 0 days
The date of Substantial Completion as of the date of this Change Order 3/31/2025

RECOMMENDED BY:

Automated Logic Contracting Services, Inc.	Daniel C. Seland (May 19, 2025 11:20 EDT)	05/19/2025
Contractor	Signature	Date

REVIEWED BY:

N/A	N/A	N/A
Architect/ Engineer	Signature	Date

ACCEPTED BY:

Daryl Mutz, Project Manager	Daryl Mutz	05/19/2025
County's Representative	Signature	Date

Commissioners Court - Regular Session **65.**

Meeting Date: 06/03/2025

Old Game Warden Building - Processing Room Ventilation

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 Supplemental Agreement No. 1 to the Agreement for Design and Engineering Services between Williamson County and WSP USA Buildings, Inc., dated March 25th, 2025, related to Processing Room Ventilation.

Background

This Supplemental Agreement for Design and Engineering Services between Williamson County and WSP USA Buildings, Inc. is made to add additional scope and time to compensate the firm for the additional services to provide design drawings developed through the design development and construction document phases, implementing recommendations from the Schematic Design phase and providing Opinion of Construction Costs (OPCC) based on updated design drawings.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Processing Room Ventilation_WSP USA_SA1

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	05/21/2025 11:55 AM
County Judge Exec Asst.	Delia Colon	05/21/2025 02:02 PM
Form Started By: Christy Matoska		Started On: 05/19/2025 01:34 PM
Final Approval Date: 05/21/2025		

SUPPLEMENTAL AGREEMENT NO. #1
TO
AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: **Processing Room Ventilation** ("Project")

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 SUPPLEMENTAL AGREEMENT NO. #1 to **Agreement for Design and Engineering Services**, effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), is made pursuant to the terms and conditions of said Agreement 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, County and A/E previously executed **Agreement for Design and Engineering Services** being dated effective **March 26th, 2025** ("Agreement");

WHEREAS, pursuant to **Article 20** of the Agreement, the terms of the Agreement may be modified by a fully executed, written modification;

WHEREAS, County now wishes to **add scope to Processing Room Ventilation design**; all of which would constitute Additional Services due to being outside the original scope of Basic Services; and,

WHEREAS, in accordance with **Article 7** of the Agreement, this Supplemental Agreement provides a description of the scope, compensation for, and schedule of Additional Services;

WHEREAS, it has become necessary to supplement, modify and amend the Agreement in accordance with the provisions thereof.

SUPPLEMENTAL AGREEMENT

NOW, THEREFORE, premises considered, County and A/E agree that the Agreement is modified and amended as follows:

ARTICLE 1
SCOPE OF ADDITIONAL SERVICES

A/E hereby agrees to provide the following Additional Services, as more fully detailed in **Attachment A – Scope of Additional Services** (referred to herein as "Additional Services").

- Provide design drawings developed through the design development and construction document phases implementing recommendations from Schematic Design (SD) phase.
- Provide Opinion of Construction Costs (OPCC) based on updated design drawings.

ARTICLE 2
COMPENSATION FOR ADDITIONAL SERVICES

In accordance with the terms and conditions of the Agreement, County hereby agrees to pay A/E **Twenty Thousand Six Hundred Dollars ($20,600)** for the Additional Services, as detailed in **Attachment B – Fee Schedule**.

ARTICLE 3
TIME FOR PERFORMANCE OF ADDITIONAL SERVICES

A/E hereby agrees to provide the Additional Services as detailed in **Attachment C – Production Schedule**.

ARTICLE 4
TERMS OF AGREEMENT & EXTENT OF SUPPLEMENTAL AGREEMENT

All Additional Services described herein will be performed in accordance with the terms and conditions of the Agreement. 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, County has caused this Supplemental 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: 5/19/2025

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:

Old Game Warden Building – Processing Room Ventilation
517 Pine Street
Georgetown, TX 78626

Phase 1 has been previously accomplished by A/E as part of the Basic Services under the Agreement and the same type of services shall be repeated due to expanded scope of Additional Services hereunder.

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 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,

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

Phase 1 has been previously accomplished by A/E as part of the Basic Services under the Agreement and the same type of services shall be repeated due to expanded scope of Additional Services hereunder.

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 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 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 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.

G. Reject work performed by Contractor which does not meet the requirements of the Construction Documents; and, order removal and replacement of such work.

H. Review progress estimates of work performed and invoiced by Contractor. Within **three (3) business days** of receipt, submit written reviews to County.

I. 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.

J. Provide deliverables in accordance with County's Design Submittal Guidelines.

ATTACHMENT B

FEE SCHEDULE

Schedule indicates new fees by Phase of the Additional Services Fee:		**$**	**20,600**	100%
100%	**WSP USA Buildings, Inc.**	**$**	**20,600**	
0%	**N/A**	**$**	**-**	
Phase II - DESIGN DEVELOPMENT		**$**	**8,641**	42%
	WSP USA Buildings, Inc.	$	8,641	
	N/A	$	-	
Phase III - CONSTRUCTION DOCUMENTS		**$**	**11,959**	58%
	WSP USA Buildings, Inc.	$	11,959	
	N/A	$	-	
Phase VI - CONSTRUCTION ADMINISTRATION		**$**	**-**	0%
	WSP USA Buildings, Inc.	$	-	
	N/A	$	-	

ATTACHMENT C

PRODUCTION SCHEDULE

A/E agrees to complete the Additional Services described in **Attachment A** of Supplemental Agreement No. 1 within **sixty-three (63) calendar days** from the Effective Date of said Supplemental Agreement No. 1.

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.

Supplemental Agreement Execution Date	**05/13/25**
Phase 1 previously accomplished during the following dates:	**3/4/25-5/3/25**
Phase II - DESIGN DEVELOPMENT	
60% Plans, Specifications and Estimate deliverables	06/03/25
County written authorization to proceed to next phase	06/10/25
Phase III - CONSTRUCTION DOCUMENTS & CONSTRUCTION ADMINISTRATION	
Site Development Plans application submittal to City	06/20/25
Complete Plans, Specifications and Estimate deliverables	06/27/25
All services shall be complete on, or before:	**07/15/25**

Commissioners Court - Regular Session **66.**

Meeting Date: 06/03/2025

Jail North Boiler_NV5_Supplemental Agreement 1

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 Supplemental Agreement No. 1 to the Agreement for Design and Engineering Services between Williamson County and NV5 Consultants, Inc. being dated March 11th, 2025, relating to the commissioning services for the Jail North Boiler.

Background

Supplemental Agreement No. 1 to the Agreement for Design and Engineering Services between Williamson County and NV5 Consultants, Inc. is made to amend the language relating to Article 3 - "Time for Performance of Additional Services." Time increased to July 30th, 2025, with no increase to price.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Jail N Boiler_NV5_A1

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	05/21/2025 11:55 AM
County Judge Exec Asst.	Delia Colon	05/21/2025 02:13 PM
Form Started By: Christy Matoska		Started On: 05/21/2025 10:20 AM
Final Approval Date: 05/21/2025		

SUPPLEMENTAL AGREEMENT NO. 1
TO
AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: **Williamson County Jail North Boiler** ("Project")

ARCHITECT / ENGINEER: **NV5 Consultants, Inc.** ("A/E")
Roger Monroe, CxA, Texas Operations Manager
5316 Highway 290 West, Suite 150
Austin, TX 78735

COUNTY'S DESIGNATED REPRESENTATIVE: **Williamson County Facilities Department**
Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

THIS SUPPLEMENTAL AGREEMENT NO. #1 to **Agreement for Design and Engineering Services**, effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), is made pursuant to the terms and conditions of said Agreement by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and A/E.

RECITALS

WHEREAS, County and A/E previously executed **Agreement for Design and Engineering Services** being dated effective **March 11th, 2025** ("Agreement");

WHEREAS, pursuant to **Article 20** of the Agreement, the terms of the Agreement may be modified by a fully executed, written modification;

WHEREAS, County now wishes to **provide review, assessment and corrective action process for the Jail North Boiler at the Williamson County Jail**; all of which would constitute Additional Services due to being outside the original scope of Basic Services; and,

WHEREAS, in accordance with **Article 7** of the Agreement, this Supplemental Agreement provides a description of the scope, compensation for, and schedule of Additional Services;

WHEREAS, it has become necessary to supplement, modify and amend the Agreement in accordance with the provisions thereof.

SUPPLEMENTAL AGREEMENT

NOW, THEREFORE, premises considered, County and A/E agree that the Agreement is modified and amended as follows:

ARTICLE 1
SCOPE OF ADDITIONAL SERVICES

A/E hereby agrees to provide the Additional Services detailed in **Attachment A – Scope of Additional Services** (referred to herein as "Additional Services").

ARTICLE 2
COMPENSATION FOR ADDITIONAL SERVICES

In accordance with the terms and conditions of the Agreement, County hereby agrees to pay A/E **Nineteen Thousand Eight Hundred Eighty-Four Dollars ($19,884.)** as detailed in **Attachment B – Fee Schedule**.

ARTICLE 3
TIME FOR PERFORMANCE OF ADDITIONAL SERVICES

A/E hereby agrees to provide the Additional Services detailed in **Attachment C – Production Schedule**.

ARTICLE 4
TERMS OF AGREEMENT & EXTENT OF SUPPLEMENTAL AGREEMENT

All Additional Services described herein will be performed in accordance with the terms and conditions of the Agreement. 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, County has caused this Supplemental 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:
NV5 Consultants, Inc.

By: _____
Signature

Roger D. Monroe
Printed Name

Operations Manager
Title

Date Signed: 5/21/25

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

ATTACHMENT A

SCOPE OF ADDITIONAL 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 compensation for the Additional Services provided in the Supplemental Agreement, A/E shall perform the following Additional 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 **Attachment 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 Jail North Boiler
304 W 4th Street
Georgetown, TX 78626
ARPA.1008

Phase I previously accomplished and shall be repeated due to issues located during the initial review process of the Jail S. Boiler.

Planning Phase (BASE SCOPE)

An initial review process of the Issued for Construction documents, pertinent submittals and manuals, and As-Built documents to understand the design intent as well as the "as constructed" state of the overall system. A system Functional Performance testing script will be created for documentation during the investigation phase.

Investigation Phase (BASE SCOPE)

An initial discovery process by NV5 onsite for the incoming domestic water distribution through backflow prevention, filters, softeners, Domestic Hot Water Boiler and distribution system at the county jail for the north system. This will include a thorough onsite review process, including functional performance testing of the system with equipment manipulations being assisted by facilities staff. An Investigation Phase report will be developed.

Implementation Phase (ADD SCOPE)

Once the discovery process is concluded, a corrective action process with assignments to responsible parties will be initiated. This step in the process will utilize our reports from the Investigation Phase to develop the corrective action plans. These plans will be categorized as either deficiency or recommendations and then placed in order of ease of implementation.

Final Verification Phase (ADD SCOPE)

After corrective actions occur, a final verification testing process will be initiated by putting the systems through a Final Functional performance test and providing a final commissioning report with an executive summary.

Design services shall be conducted in phases as outlined herein. Phases may be combined to expedite design process when defined in **Attachment 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 applicable codes and ordinances.

C. Advise County of any changes, additions, or corrections to the preliminary program, plans, and specifications.

D. Provide the following deliverables:

   a. Opinion of probable cost to validate or modify configuration of systems.

   b. Detailed design narrative to validate or modify configuration of systems.

   c. Initial design corrections delivery schedule (if applicable).

ATTACHMENT B

FEE SCHEDULE

Phase 1 previously accomplished and billed for:	**$ 15,315**	
This schedule indicates new fees by Phase of the Compensation for Additional Services:	**$ 19,884**	100%
100% **NV5 Consultants, Inc.**	**$ 19,884**	
0% **N/A**	**$ -**	
Phase I - SCHEMATIC DESIGN	**$ 19,884**	100%
NV5 Consultants, Inc.	$ 19,884	
N/A	$ -	

ATTACHMENT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Attachment A** of this Supplemental Agreement within **seventy-five (75) calendar days** from the date of this Supplemental 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.

Supplemental Agreement Execution Date	**06/04/25**
Phase 1 previously accomplished during the following dates:	**3/2025-5/2025**

Phase I - SCHEMATIC DESIGN

Preliminary Scope and Budget analysis deliverables	07/04/25
30% Plans, Specifications and Estimate deliverables	08/01/25
County written authorization to proceed to next phase	08/22/25
All services shall be complete on, or before:	**08/18/25**

Commissioners Court - Regular Session **67.**

Meeting Date: 06/03/2025

Berry Springs Park Improvements (P559) - PSA-Amendment No. 1_SA2

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 Amendment No. 1 to Supplemental Agreement No. 2 to the First Amended and Restated Agreement for Planning, Design & Engineering Services between Williamson County and Halff Associates, Inc. dated February 27th, 2025, relating to Berry Springs Park Improvements.

Background

Amendment No. 1 to Supplemental Agreement No. 2 to the First Amended and Restated Agreement for Planning, Design & Engineering Services between Williamson County and Halff Associates, Inc. is made to amend the language relating to "Exhibit C - Production Schedule." Time increased to July 31st, 2025, with no increase in price.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Berry Springs Park Improvements (P559)_A1

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	05/22/2025 10:13 AM
County Judge Exec Asst.	Delia Colon	05/22/2025 11:54 AM
Form Started By: Christy Matoska		Started On: 05/22/2025 09:18 AM
Final Approval Date: 05/22/2025		

AMENDMENT NO. 1
TO SUPPLEMENTAL AGREEMENT NO. 2
TO THE
FIRST AMENDED AND RESTATED
AGREEMENT FOR PLANNING, DESIGN & ENGINEERING SERVICES

PROJECT: **Berry Springs Park Improvements** ("Project")

PLANNER/ LANDSCAPE ARCHITECT/ ARCHITECT / ENGINEER: **Halff Associates, Inc.** ("A/E")
James Hemenes, PLA, ASLA, CPRE, Director of Landscape
13620 Briarwick Drive, Suite 100
Austin, TX 78729

COUNTY'S DESIGNATED REPRESENTATIVE: **Williamson County Parks Department**
Director of Parks
219 Perry Mayfield
Leander, Texas 78641

This Amendment No. 1 to Supplemental Agreement No. 2 to the First Amended and Restated Agreement For Planning, Design & Engineering Services ("Amendment No. 1") is 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, County and A/E previously executed that certain **Agreement for Planning, Design and Engineering Services** ("Agreement") being dated effective **August 5th, 2020**, wherein A/E agreed to perform certain professional planning, design and engineering services in connection with the Project;

WHEREAS, County and A/E thereafter executed that certain **First Amended and Restated Agreement for Planning, Design and Engineering Services** being dated effective December 8, 2021;

WHEREAS, County and A/E thereafter executed that certain Supplemental Agreement No. 2 to the First Amended and Restated Agreement for Planning, Design & Engineering Services, being dated effective February 27, 2025 in order to add additional services, fees, and time for completion of such additional services ("Supplemental Agreement No. 2");

WHEREAS, the parties wish to amend the language relating to the **Production Schedule** under **Exhibit C** of Supplemental Agreement No. 2**;** and,

WHEREAS, it has become necessary to supplement, modify and amend Supplemental Agreement No. 2 in accordance with the provisions thereof.

NOW, THEREFORE, premises considered, County and A/E agree that Supplemental Agreement No. 2 is supplemented, modified and amended as follows:

I. **Amendment to Exhibit C – Production Schedule**

Exhibit C – Production Schedule of Supplemental No. 2 shall be amended as follows:

Phase VII - Project Close-Out Record Documents Deliverables shall be completed on or before 07/03/25

All services shall be completed on, or before 07/31/25.

II. **Terms of Agreement Control and Extent of Amendment No. #1**

All other terms of the Agreement, Supplemental Agreement No. 2, any prior Supplemental Agreements, and amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

III. IN WITNESS WHEREOF, County and A/E have executed this Amendment No. #1, in duplicate, to be effective as of the date of the last party's execution below.

A/E:
Halff Associates, Inc.

By: _____
Signature

M. James Hemenes
Printed Name

V.P. - Director of Landscape Architecture
Title

Date Signed: 05/22/2025

COUNTY:
Williamson County, Texas

By: _____

_____
Printed Name

_____
Title

Date Signed: _____

EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Amended Agreement within **fifty-eight (58) calendar days** from the date of this Amended 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.

Amended Agreement Execution Date	**06/03/25**
Phases I-VI previously accomplished during the following dates:	**5/5/20-6/2/25**

Phase VII - PROJECT CLOSE-OUT

Record Documents deliverables	07/03/25
All services shall be complete on, or before:	**07/31/25**

Commissioners Court - Regular Session **68.**

Meeting Date: 06/03/2025

Emergency Service Operations Center (ESOC) CRAC Unit (P609) - Ramirez-Simon Engineering Supplemental Agreement #2

Submitted For: Dale Butler **Submitted By:** Gretchen Glenn, Facilities Managemen

Department: Facilities Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on Supplemental Agreement #2 for Design and Engineering Services between Williamson County and Ramirez-Simon Engineering, LLC relating to the ESOC Data Center CRAC Unit (P609).

Background

This Supplemental Agreement #2 for Design and Engineering Services between Williamson County and Ramirez-Simon Engineering, LLC is for revising Construction Documents (CD) for additional compensation for requested services relating to the ESOC Data Center CRAC Unit project. The agreement is to increase the total sum by $14,340.00. Funding Source P609.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ESOC CRAC Unit PSA-1-SA2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	05/22/2025 09:14 AM
Form Started By: Gretchen Glenn		Started On: 05/21/2025 01:28 PM
Final Approval Date: 05/22/2025		

SUPPLEMENTAL AGREEMENT NO. 2
TO
AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: **ESOC Data Center Cooling Upgrades** ("Project")

ARCHITECT / ENGINEER: **Ramirez-Simon Engineering, LLC** ("A/E")
Steven Simon, P.E., Principal
1 Chisolm Trail, Suite 450
Round Rock, Texas 78681

COUNTY'S DESIGNATED REPRESENTATIVE: **Williamson County Facilities Department**
Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

THIS SUPPLEMENTAL AGREEMENT NO. 2 to **Agreement for Design and Engineering Services**, effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), is made pursuant to the terms and conditions of said Agreement 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, County and A/E previously executed **Agreement for Design and Engineering Services** being dated effective **March 22, 2023** ("Agreement");

WHEREAS, pursuant to **Article 20** of the Agreement, the terms of the Agreement may be modified by a fully executed, written modification;

WHEREAS, County now wishes to **relocate Computer Room Air Conditioning (CRAC) unit #4 and replace two (2) UPS units.**; all of which would constitute Additional Services due to being outside the original scope of Basic Services; and,

WHEREAS, in accordance with **Article 7** of the Agreement, this Supplemental Agreement provides a description of the scope, compensation for, and schedule of Additional Services;

WHEREAS, it has become necessary to supplement, modify and amend the Agreement in accordance with the provisions thereof.

SUPPLEMENTAL AGREEMENT

NOW, THEREFORE, premises considered, County and A/E agree that the Agreement is modified and amended as follows:

ARTICLE 1
SCOPE OF ADDITIONAL SERVICES

A/E hereby agrees to provide the following Additional Services:

Conduct site visit to evaluate existing conditions to replace two (2) UPS Systems which will provide space for CRAC unit #4's new location with electrical panel feeding associated with existing panels.

A/E shall provide amended construction documents and will issue amended documents prior to receipt of bids for construction.

ARTICLE 2
COMPENSATION FOR ADDITIONAL SERVICES

In accordance with the terms and conditions of the Agreement, County hereby agrees to pay A/E **Fourteen Thousand Three Hundred Forty and N0/100 Dollars ($ 14,340.00)**

ARTICLE 3
TIME FOR PERFORMANCE OF ADDITIONAL SERVICES

A/E hereby agrees to provide the Additional Services by or before December 30, 2026.

ARTICLE 4
TERMS OF AGREEMENT & EXTENT OF SUPPLEMENTAL AGREEMENT

All Additional Services described herein will be performed in accordance with the terms and conditions of the Agreement. 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, County has caused this Supplemental 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:
Ramirez-Simon Engineering, LLC

By: _____
Signature

Steven Simon, PE
Printed Name

Principal
Title

Date Signed: 5/20/25

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

Commissioners Court - Regular Session **69.**

Meeting Date: 06/03/2025

ESOC Generator Docking Station - Ramirez Simon Engineering Supplemental Agreement

Submitted For: Dale Butler **Submitted By:** Gretchen Glenn, Facilities Managemen

Department: Facilities Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the Supplemental Agreement for Design and Engineering Services between Williamson County and Ramirez-Simon Engineering, LLC relating to the ESOC Generator Docking Station.

Background

This Supplemental Agreement for Design and Engineering Services between Williamson County and Ramirez-Simon Engineering, LLC is for additional compensation for requested services outside the original scope of work relating to the ESOC Generator Docking Station project. The agreement is to increase the total sum by $6,000.00. Funding Source 01.0100.1071.004100.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ESOC Generator Docking Station PSA1-SA1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	05/22/2025 09:40 AM
Form Started By: Gretchen Glenn		Started On: 05/22/2025 08:57 AM
Final Approval Date: 05/22/2025		

SUPPLEMENTAL AGREEMENT NO. 1
TO
AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: **ESOC Generator Docking Station** ("Project")

ARCHITECT / ENGINEER: **Ramirez-Simon Engineering, LLC** ("A/E")
Steven Simon, P.E., Principal
1 Chisolm Trail, Suite 450
Round Rock, Texas 78681

COUNTY'S DESIGNATED REPRESENTATIVE: **Williamson County Facilities Department**
Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

THIS SUPPLEMENTAL AGREEMENT NO. 1 to **Agreement for Design and Engineering Services**, effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), is made pursuant to the terms and conditions of said Agreement 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, County and A/E previously executed **Agreement for Design and Engineering Services** being dated effective **February 25, 2025** ("Agreement");

WHEREAS, pursuant to **Article 20** of the Agreement, the terms of the Agreement may be modified by a fully executed, written modification;

WHEREAS, County now wishes to **replace existing stair access to the generator enclosure and evaluate existing generator's electrical capacity**; all of which would constitute Additional Services due to being outside the original scope of Basic Services; and,

WHEREAS, in accordance with **Article 7** of the Agreement, this Supplemental Agreement provides a description of the scope, compensation for, and schedule of Additional Services;

WHEREAS, it has become necessary to supplement, modify and amend the Agreement in accordance with the provisions thereof.

SUPPLEMENTAL AGREEMENT

NOW, THEREFORE, premises considered, County and A/E agree that the Agreement is modified and amended as follows:

ARTICLE 1
SCOPE OF ADDITIONAL SERVICES

A/E hereby agrees to provide the Additional Services:

- Design of a new access steel-framed platform/stair support on pit wall and pit adjacent to generator enclosure.
- Evaluate existing generator enclosure structure to determine the proper method for supporting new electrical conduit loads inside the enclosure.
- Perform one site observation to conduct field to verify for new platform dimensions and existing construction of generator enclosure.
- Scope shall be concluded in Construction Documents (CD) phase.

ARTICLE 2
COMPENSATION FOR ADDITIONAL SERVICES

In accordance with the terms and conditions of the Agreement, County hereby agrees to pay A/E **Six Thousand and No/100 Dollars ($ 6,000.00)**

ARTICLE 3
TIME FOR PERFORMANCE OF ADDITIONAL SERVICES

A/E hereby agrees to provide the Additional Services by or before April 13, 2026.

ARTICLE 4
TERMS OF AGREEMENT & EXTENT OF SUPPLEMENTAL AGREEMENT

All Additional Services described herein will be performed in accordance with the terms and conditions of the Agreement. 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, County has caused this Supplemental 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:
Ramirez-Simon Engineering, LLC

By: _____
Signature

Steven Simon, PE
Printed Name

Principal
Title

Date Signed: 5/21/25

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

Commissioners Court - Regular Session **70.**

Meeting Date: 06/03/2025

Wilco HQ (P577) - Marmon Mok, LP - Supplemental Agreement No 2

Submitted For: Dale Butler **Submitted By:** Gretchen Glenn, Facilities Managemen

Department: Facilities Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the Supplemental Agreement No. 2 for Design and Engineering Services between Williamson County and Marmon Mok, LP relating to the Williamson County Headquarters (P577).

Background

This Supplemental Agreement No. 2 for Design and Engineering Services between Williamson County and Marmon Mok, LP is for additional compensation for owner-requested services outside the original scope of work relating to the Williamson County Headquarters project. The agreement is to increase the total sum by $17,160.00. Funding Source (P577).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Wilco HQ Marmon Mok-PSA1-A1-SA2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	05/22/2025 03:29 PM
Form Started By: Gretchen Glenn		Started On: 05/22/2025 02:50 PM
Final Approval Date: 05/22/2025		

SUPPLEMENTAL AGREEMENT NO. 2
TO
AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: **New Williamson County Headquarters Facility** ("Project")

ARCHITECT / ENGINEER: **Marmon Mok, LP acting by and through its general partner Marmon Mok Management Group, LLC** ("A/E")
Briant A. Harkiewicz, AIA, LEED AP, Partner
1020 NE Loop 410, Suite 201
San Antonio, Texas 78209

COUNTY'S DESIGNATED REPRESENTATIVE: **Williamson County Facilities Department**
Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

THIS SUPPLEMENTAL AGREEMENT NO. 2 to **Agreement for Design and Engineering Services**, effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), is made pursuant to the terms and conditions of said Agreement by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and A/E.

RECITALS

WHEREAS, County and A/E previously executed **Agreement for Design and Engineering Services** being dated effective **June 28, 2022** ("Agreement").

WHEREAS, pursuant to **Article 20** of the Agreement, the terms of the Agreement may be modified by a fully executed, written modification;

WHEREAS, County now wishes to **finish out third floor shell areas**; all of which would constitute Additional Services due to being outside the original scope of Basic Services; and,

WHEREAS, in accordance with **Article 7** of the Agreement, this Supplemental Agreement provides a description of the scope, compensation for, and schedule of Additional Services;

WHEREAS, it has become necessary to supplement, modify and amend the Agreement in accordance with the provisions thereof.

SUPPLEMENTAL AGREEMENT

NOW, THEREFORE, premises considered, County and A/E agree that the Agreement is modified and amended as follows:

ARTICLE 1
SCOPE OF ADDITIONAL SERVICES

A/E hereby agrees to provide the following Additional Services

Third floor interior finish out of shell areas (W3800) and (E3300)

ARTICLE 2
COMPENSATION FOR ADDITIONAL SERVICES

In accordance with the terms and conditions of the Agreement, County hereby agrees to pay A/E **Seventeen Thousand One Hundred Sixty and No/100 Dollars ($ 17,160.00)**

ARTICLE 3
TIME FOR PERFORMANCE OF ADDITIONAL SERVICES

A/E hereby agrees to provide the Additional Services by or before November 2, 2026

ARTICLE 4
TERMS OF AGREEMENT & EXTENT OF SUPPLEMENTAL AGREEMENT

All Additional Services described herein will be performed in accordance with the terms and conditions of the Agreement. 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, County has caused this Supplemental 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.

5/14/2025
New Wilco HQ

A/E:
Marmon Mok, LP
Acting by and through its general partner
Marmon Mok Management Group, LLC

By: _____
Signature

BRIANT A. HARKIEWICZ
Printed Name

ARCHITECT, PARTNER
Title

Date Signed: 20 MAY 2025

COUNTY:

Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

Meeting Date: 06/03/2025

Approval of Master Service Agreement #2025232 with Securitas Technology Corporation f/k/a Stanley Convergent Security Solutions, Inc. for all Facility Security 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 #2025232, between Williamson County and Securitas Technology Corporation f/k/a Stanley Convergent Security Solutions, Inc., in the not-to-exceed amount of $500,000.00, pursuant to Sourcewell Cooperative Contract #121024-SCS, and authorize execution of the agreement.

Background

We currently have an MSA with Securitas Technology Corporation for Sourcewell Contract 030421-SCS as contract #202390 MSA expiring 4/22/26. However, Facilities Management was notified by Sourcewell that they did not offer the fifth-year renewal extension since Sourcewell re-solicited the category. Our MSA was written for the 5th year. Securitas did respond to the new solicitation and were once again awarded a contract. The new contract number with Sourcewell is #121024-SCS. The request is to draft a new MSA utilizing the new Sourcewell contract number with a four-year term with a possible one-year extension. No pricing sheet for this MSA. Scope of Work (SOW) with quoted amount to be verified with COOP vendor which will be supplied by PO request. This MSA will be valid as of the date of execution through February 18, 2029. The funding source is 01.0100.0509.004510, Origination #2711 and the point of contact is Christi Stromberg.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Amended Master Service Agreement

Form 1295- Securitas Technology Corporation Complete

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	05/27/2025 04:12 PM
Purchasing (Originator)	Joy Simonton	05/29/2025 09:51 AM
County Judge Exec Asst.	Delia Colon	05/29/2025 10:00 AM
Form Started By: Michelle McKinney		Started On: 05/27/2025 09:13 AM
Final Approval Date: 05/29/2025		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

AMENDED MASTER SERVICES AGREEMENT WITH SECURITAS TECHNOLOGY CORPORATION (f/k/a STANLEY CONVERGENT SECURITY SOLUTIONS, INC.)

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 AMENDED MASTER SERVICES AGREEMENT ("AMSA") 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 **Securitas Technology Corporation f/k/a Stanley Convergent Security Solutions, 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 to be provided include Facility security systems, equipment, software and related services throughout Williamson County Facilities. 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 AMSA shall be in full force and effect from the date of the last party's execution below and shall continue through February 18, 2029. Unless terminated sooner pursuant to paragraph XXI below, if applicable, at the end of the AMSA term, Williamson County Commissioners Court reserves the right to renew the AMSA for and additional one (1) year extension, 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 AMSA 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 AMSA. 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 AMSA, 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.

VIII.

Cleaning Up: Service Provider shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under this AMSA. 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 AMSA and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this AMSA. 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 AMSA 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 and in accordance with Sourcewell Contract #121024-SCS, incorporated by reference. The not-to-exceed amount under this AMSA is **Five Hundred Thousand Dollars ($500,000.00)** per fiscal year. For purposes of this Agreement, the County's fiscal year shall be October 1st to September 30th.

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 AMSA; (2) the date the performance of the service under the AMSA 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 AMSA
d) Quantity or quantities, applicable unit prices, total prices and total amounts
e) Any additional payment information which may be called for by the AMSA

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 AMSA documents or that the quality of work is not in accordance with the AMSA 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 AMSA 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 AMSA documents.

XIII.

Insurance: Service Provider shall provide and maintain, until the services covered in this MSA 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 MSA, Service Provider shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this MSA.

XIV.

No Waiver of Immunities. Nothing in this AMSA 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.

XV.

Warranty: Service Provider warrants to The County that materials, workmanship and equipment furnished under this AMSA 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 AMSA documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

XVI.

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 AMSA, whether or not yet effective or merely scheduled to go into effect.

XVII.

Venue and Applicable Law: Venue of this AMSA shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XVIII.

No Assignment: Service Provider may not assign this AMSA.

IXX.

Severability: In case any one or more of the provisions contained in this AMSA 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 AMSA and this AMSA shall be construed as if such invalid, illegal or unenforceable provision had never been contained in it.

XX.

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.

XXI.

Termination: This AMSA 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.

XXII.

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 AMSA is terminated for any reason; or (c) Service Provider fails in any other respect under this AMSA.

XXIII.

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 AMSA, 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 AMSA 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.

XXIV.

Notice: Any notice required to be given under the terms of this AMSA 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
710 Main Street, Suite 101
Georgetown, TX 78626

Securitas Technology Corporation
3800 Tabs Drive
Uniontown, OH 44685-1692

XXV.

Mediation: The parties agree to use non-binding mediation for dispute resolution prior to and formal legal action being taken on this AMSA.

XXVI.

Non-Appropriation and Fiscal Funding: The obligations of the Parties under this AMSA 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 AMSA 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.

XXVII.

Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this AMSA, 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 AMSA 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.

XXVIII.

Effect of Amendment: The parties entered into a Master Services Agreement for Facility Security Services effective February 8, 2023 ("MSA"). The parties hereby agree that, effective upon the last party's execution of this AMSA, the terms and provisions of the MSA shall be and hereby are amended, restated and superseded in their entirety by the terms and provisions of this AMSA. Nothing herein contained shall be construed as a substitution or waiver of the obligations of either party outstanding under the MSA, which obligations shall remain in full force and effect, except to the extent that the terms thereof are modified hereby. Nothing expressed or implied in this AMSA shall be construed as a release or other discharge of either party from any of the obligations or any liabilities under the MSA.

XXIX.

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 AMSA include the following:

A. This AMSA, its Exhibits and any amendments agreed to by both parties (if any);
B. Statements of Work issued under this AMSA;
C. Sourcewell Contract No. 121024-SCS, incorporated by reference; and
D. Insurance certificates evidencing coverages required herein above.

In the event a dispute arises between terms and conditions of this (1) AMSA, its exhibits and amendments (if any); (2) a SOW issued under this AMSA; and (3) the cooperative contract set forth above; applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence: (1) terms and conditions of this AMSA, its exhibits and amendments (if any), (2) the SOW issued under this AMSA; and (3) the cooperative contact set forth above.

XXIX.

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 AMSA on behalf of the County.

IN WITNESS WHEREOF, that this AMSA shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
County Judge/Presiding Officer

Dated: _____ _____, 20___

Securitas Technology Corporation:

Sasha West
Authorized Signature

Sasha West
Printed Name

Dated: May 19, 2025

Approved as to Legal Form
HAL HAWES
General Counsel, Commissioners Court
Date: May 22 2025 Time: 2:57 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: May 20 2025 Time: 9:05 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:
2025-1312166

Date Filed:
05/20/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Securitas Technology Corporation
Uniontown, OH 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, Georgetown, TX - Wilco Purchasing

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.

2025232
Facilities Security System, Equipment, etc.

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 Kaylene Cronje, [redacted].

My address is [redacted]

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 24 day of May (month), 2025 (year).

Kaylene Cronje

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:
2025-1312166

Date Filed:
05/20/2025

Date Acknowledged:
05/27/2025

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Securitas Technology Corporation
Uniontown, OH 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, Georgetown, TX - Wilco Purchasing

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.

2025232
Facilities Security System, Equipment, etc.

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 **72.**

Meeting Date: 06/03/2025

Approval of 2nd and FINAL Renewal for contract #23IFB89 Aggregates for Surface Treatments with Vulcan Materials Construction, LLC for the Road and Bridge Department

Submitted For: Joy Simonton **Submitted By:** Cheryl Johnson, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action to authorize the extension of contract #23IFB89, Aggregates for Surface Treatment, FINAL renewal term #2, for the same terms and conditions as the first renewal with Vulcan Materials Construction LLC, for the 12-month term of 08/29/2025 – 08/28/2026.

Background

This is the second and FINAL renewal of the Aggregates Surface Treatments contract. The first renewal was approved by the Commissioner's Court on 08.06.2024 for the 12-month term of 08/29/2024 – 08/28/2025. The Road and Bridge Department has confirmed that the vendor met all the County requirements in this contract and requests renewal for the term of 08/29/2025 – 08/28/2026. The funding sources are 01.0200.0210.003556 and 01.0200.0210.003597. The department's point of contact is Kelly Murphy. The vendor is publicly traded, so no Form 1295 is required.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Renewal 2

Renewal 1

Original contract

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/27/2025 04:19 PM
County Judge Exec Asst.	Delia Colon	05/27/2025 04:29 PM
Form Started By: Cheryl Johnson		Started On: 05/12/2025 02:47 PM
Final Approval Date: 05/27/2025		

WILCO
PURCHASING

Summary Agreement for Renewal of Williamson County Contract

Contract Number:	231FB89 Aggregate Grade 4	**Department:**	Road and Bridge/County Engineer
Vendor Name:	Vulcan Construction Materials LLC		
Purpose/Intended Use of Product or Service (summary):			
Surface Treatments- **Second and Final Renewal.**			
Type of Contract:	IFB	**Start Date:**	08-29-2025
Purchasing Contact:	Cheryl Johnson	**End Date:**	08-28-2026
Department Contact:	Kelly Murphy		

- **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 2	08-29-2025-- 08/28/2026
Renewal Option Period 1	08/29/2024 - 08/28/2025
Initial Contract Period	08-29-2023 - 08-28-2024

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET FORTH AS STATED ABOVE

Vendor Vulcan Construction Materials, LLC

Name Julia Farrar

Title Analyst

Signature _____

Date 5/19/25

Williamson County, 710 Main St., Georgetown, TX 78626

Williamson County Authorized Signature

Signature _____

Date _____

WILCO PURCHASING

Summary Agreement for Renewal of Williamson County Contract

Contract Number:	23IFB89	**Department:**	Road & Bridge
Vendor Name:	Vulcan Construction Materials LLC		
Purpose/Intended Use of Product or Service (summary):			
Aggregates for Surface Treatment			
Type of Contract:	IFB	**Start Date:**	08/29/2024
Purchasing Contact:	Andy Portillo	**End Date:**	08/28/2025
Department Contact:	Kelly Murphy		

- **Williamson County wishes to extend this bid/proposal with a price increase (as detailed in the attached spreadsheet) and the 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.
- **Extend Contract for the 1st of two one (1) year renewal option periods:**

Renewal Option Period 2	
Renewal Option Period 1	August 29, 2024 – August 28, 2025
Initial Contract Period	August 29, 2023 – August 28, 2024

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET FORTH AS STATED ABOVE

Vendor Vulcan Construction Materials, LLC

Name Julia Farrar

Title Analyst

Signature

Date 7/17/24

Williamson County, 710 Main St., Georgetown, TX 78626

Bill Gravell, Jr

Williamson County Judge

Signature Bill Gravell Jr. Bill Gravell (Aug 9, 2024 17:46 CDT)

Date Aug 9, 2024

WILCO
PURCHASING

Contract #23IFB89 - Aggregates for Surface Treatments

ITEM #	DESCRIPTION	Estimated Quantity	UNIT	UNIT COST FY2024 PICKED UP	UNIT COST FY2024 DELIVERED	UNIT COST FY2025 PICKED UP	UNIT COST FY2025 DELIVERED
1	Aggregate, TxDot Item 302, Type D, Grade 3	3,000	TON	NB	NB	NB	NB
2	Aggregate, TxDot Item 302, Type D, Grade 4	10,000	TON	$ 42.00	$ 89.58	$ 44.00	$ 91.58

Producer Price Index by Commodity: Nonmetallic Mineral Products: Construction Sand, Gravel, and Crushed Stone

(WPU1321)

DOWNLOAD

Observation: Jun 2024 489.769 (+ more)
Updated: Jul 12, 2024 7:50 AM CDT

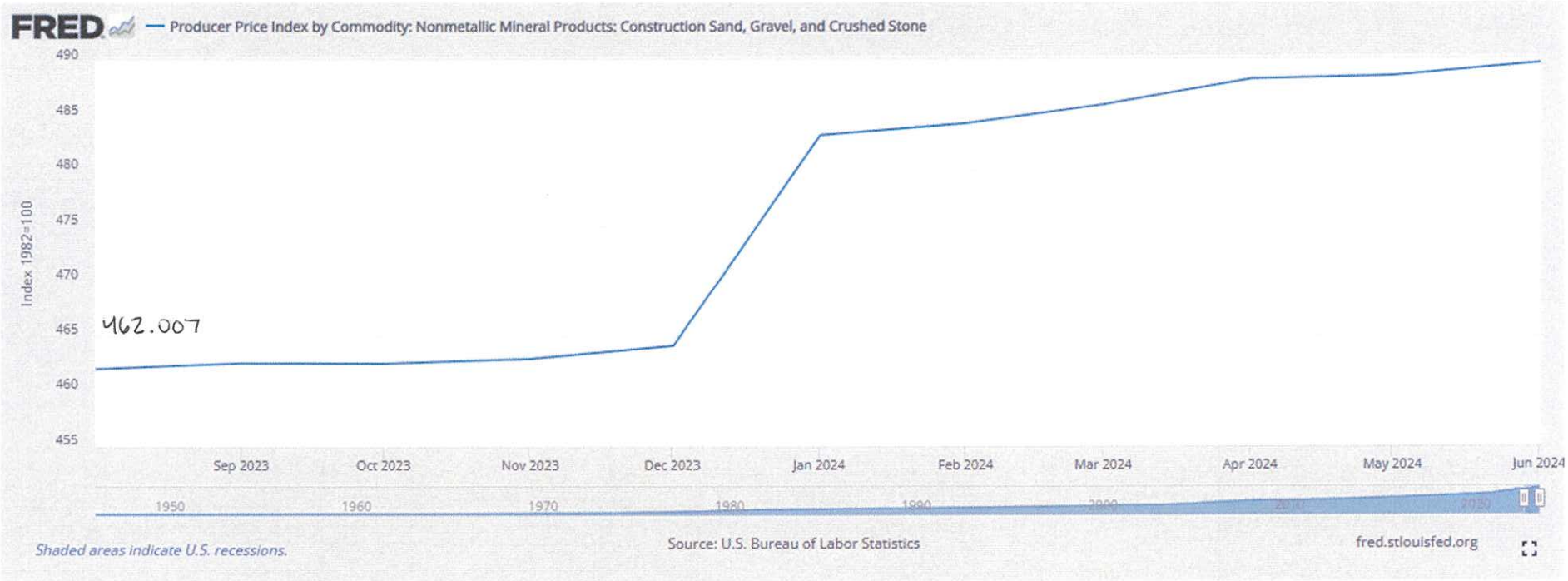
Units: Index 1982=100, Not Seasonally Adjusted

Frequency: Monthly

1Y | 5Y | 10Y | Max

2023-08-01 to 2024-06-01

EDIT GRAPH



Agenda Item #45, CC 08.06.2024 Approval of Renewal #2 23IRFB89 Aggregate for Surface Treatments (Cheryl)

Final Audit Report 2024-08-09

Created:	2024-08-09
By:	Cheryl Johnson (cheryl.johnson@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAANv0XSC0sCnaafQGNGW40-5Wz82lEGjdF

"Agenda Item #45, CC 08.06.2024 Approval of Renewal #2 23IR FB89 Aggregate for Surface Treatments (Cheryl)" History

Document created by Cheryl Johnson (cheryl.johnson@wilco.org)
2024-08-09 - 8:57:07 PM GMT- IP address: 66.76.4.65

Document emailed to Rebecca Pruitt (becky.pruitt@wilco.org) for delegation
2024-08-09 - 8:57:51 PM GMT

Email viewed by Rebecca Pruitt (becky.pruitt@wilco.org)
2024-08-09 - 9:01:39 PM GMT- IP address: 66.76.4.65

Document signing delegated to Bill Gravell (bgravell@wilco.org) by Rebecca Pruitt (becky.pruitt@wilco.org)
2024-08-09 - 9:02:25 PM GMT- IP address: 66.76.4.65

Document emailed to Bill Gravell (bgravell@wilco.org) for signature
2024-08-09 - 9:02:25 PM GMT

Email viewed by Bill Gravell (bgravell@wilco.org)
2024-08-09 - 10:45:50 PM GMT- IP address: 74.192.154.197

Document e-signed by Bill Gravell (bgravell@wilco.org)
Signature Date: 2024-08-09 - 10:46:05 PM GMT - Time Source: server- IP address: 104.28.50.182

Agreement completed.
2024-08-09 - 10:46:05 PM GMT

Powered by Adobe Acrobat Sign

Affidavit of Publisher to Publication of Legal Notice

APPROVED FOR PAYMENT
Authorized Signature
Date 08/02/2023
Budget Line Item 01.0100.0494.00430
Amount $ 158.12

THE STATE OF TEXAS
COUNTY OF WILLIAMSON
IN THE MATTER OF

Williamson County Purchasing Dept.
Notice of Solicitation
IFB 23IFB89 Aggregates for Surface Treatments

The Williamson County Sun/Sunday Sun, newspapers of general circulation, have been continuously and regularly published for a period of not less than one year in the County of WILLIAMSON, Texas, preceding the date of the above-referenced notice. Said notice was published in said paper as follows:

First insertion 2nd day of July, 2023
Second Insertion 9th day of July, 2023
Third insertion ____ day of July, 2023
Fourth insertion ____ day of July, 2023

Newspaper Representative
Subscribed and sworn to before me, this
11th day of July, 2023.

Witness my hand and official seal.

Dawn Steele, Notary Public
My Commission Expires August 26, 2024

DAWN R. STEELE NOTARY PUBLIC STATE OF TEXAS ID 384192-3 08-26-2024

$ 158.12

PUBLIC NOTICE
WILLIAMSON COUNTY
NOTICE OF SOLICITATION

The Williamson County Commissioners' Court invites the submission of sealed responses for:
IFB 23IFB89 Aggregates for Surface Treatments
Sealed responses will be publicly opened and read aloud in the Williamson County Purchasing Office located at 100 Wilco Way, Suite P101, Georgetown, Texas 78626 on July 18, 2023, at 03:00 PM CST. All sealed responses must be received on or before the stated date/ time.
Solicitation documents can be viewed by visiting the Williamson County Bonfire Portal at https://wilco.bonfirehub.com/portal/?tab=openOpportunities or by visiting the Williamson County Purchasing website at https://wilco.bonfirehub.com/portal/?tab=login and selecting vendor registration link. There is no fee to register as a supplier or to participate in the County's solicitation process.
Any bonds that may be required for this solicitation will be specified in the solicitation documents.
The Williamson County Commissioners Court reserves the right to accept the best value response as deemed by the Court, or reject any and/or all responses.
The receipt of electronic responses will be registered in Bonfire. The Time-Date Stamp Clock located at the Williamson County Purchasing Department will serve as the official clock for the purpose of verifying the date and time of receipt of paper responses.
Respondents shall submit pricing as specified in the solicitation documents. Payment will be made by the respondents preferred method as filed with the Williamson County Auditor's Office, provided that respondents preferred method of payment is a form of payment acceptable to Williamson County.
The designated Purchasing Agent for this solicitation is Johnny S. Grimaldo, Purchasing Manager, under the direction of Joy Simonton, Purchasing Agent for Williamson County, 512-943-1555.
Issued by order of the Williamson County Commissioners Court,
Bill Gravell Jr., County Judge.

Invoice

WILLIAMSON COUNTY SUN, INC.
P. O. Box 39
Georgetown, TX 78627-0039

Bill To:
Williamson County Purchasing ***email invoice****** 100 Wilco Way #P-101 Georgetown , TX 78626

Date	Invoice No.	P.O. Number	Terms	Project
07/02/23	60590			

Item	Description	Quantity	Rate	Amount
Public Notice	Public Notice/ IFB 23IFB89/ Aggregates for Surface Treatments		158.12	158.12
			Total	$158.12

Meeting Date: 06/03/2025

Approval of 1st Renewal for contract #24IFB50 General Roadway Cast-In-Place Concrete with RHB Construction, Inc. for Road and Bridge Department

Submitted For: Joy Simonton **Submitted By:** Cheryl Johnson, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action to authorize the extension of contract #24IFB50, General Roadway Cast-In-Place concrete, renewal term #1, with RHB Construction, Inc. for the 12-month term of 07/02/2025 – 07/01/2026.

Background

This is the first renewal of the general roadway cast-in-place concrete contract #24IFB50. The Road and Bridge Department has confirmed that the vendor met all the County requirements in this contract and requests renewal for the term of 07/02/2025 – 07/01/2026. The funding sources are 01.0200.0210.003597 and 01.0200.0210.003599. The point of contact is Kelly Murphy.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Renewal 1

1295 document

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/28/2025 04:28 PM
County Judge Exec Asst.	Delia Colon	05/28/2025 04:35 PM
Form Started By: Cheryl Johnson		Started On: 05/13/2025 09:43 AM
Final Approval Date: 05/28/2025		

Summary Agreement for Renewal of Williamson County Contract

Contract Number: 24IFB50 Renewal 1	**Department:** Road and Bridge/County Engineer
Vendor Name: RHB Construction Inc.	
Purpose/Intended Use of Product or Service	
General Roadway Cast-in-Place Concrete	

Type of Contract:	IFB	**Start Date:**	07-02-2025
Purchasing Contact:	Cheryl Johnson	**End Date:**	07-01-2026
Department Contact:	Kelly Murphy		

- **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 FROM; AND

- RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/ PROPOSAL.

Renewal Option Period 1 07-02-2025 **through** 07-01-2026
Initial Contract Period 07-02-2024 **through** 07-01-2025

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET FORTH AS STATED ABOVE

Vendor RHB Construction

Name Ron Hummel

Title V.P

Signature

Date 05-12-25

Williamson County, 710 Main St., Georgetown, TX 78626

Williamson County Judge

Signature-_____

Date- _____

GENERAL ROADWAY CAST IN PLACE CONCRETE BID TABULATION							
					COMPANY:	**RHB**	
BID ITEM	ITEM	NO.	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	UNIT PRICE (LABOR ONLY)
51	467	6345	SET (TY II)(18 IN)(CMP)(4:1)(C)	2	EA	2000	10
52	467	6377	SET (TY II)(24 IN)(CMP)(4:1)(C)	2	EA	2000	10
53	467	6408	SET (TY II)(30 IN)(CMP)(4:1)(C)	2	EA	2000	10
54	467	6441	SET (TY II)(36 IN)(CMP)(4:1)(C)	2	EA	2000	10
55	467	6457	SET (TY II)(42 IN)(CMP)(4:1)(C)	2	EA	2000	10
56	467	6468	SET (TY II)(48 IN)(CMP)(4:1)(C)	2	EA	500	10
57	467	6482	SET (TY II)(54 IN)(CMP)(4:1)(C)	2	EA	500	10
58	467	6492	SET (TY II)(60 IN)(CMP)(4:1)(C)	2	EA	500	10
59	467	6331	SET (TY II)(15 IN)(CMP)(4:1)(P)	2	EA	3000	10
60	467	6346	SET (TY II)(18 IN)(CMP)(4:1)(P)	2	EA	3400	10
61	467	6378	SET (TY II)(24 IN)(CMP)(4:1)(P)	2	EA	3400	10
62	467	2397	SET (TY II)(30 IN)(CMP)(4:1)(P)	2	EA	3200	10
63	467	6442	SET (TY II)(36 IN)(CMP)(4:1)(P)	2	EA	3400	10
64	467	6458	SET (TY II)(42 IN)(CMP)(4:1)(P)	2	EA	2500	10
65	467	6469	SET (TY II)(48 IN)(CMP)(4:1)(P)	2	EA	2500	10
66	467	6333	SET (TY II)(15 IN)(CMP)(6:1)(P)	2	EA	500	10
67	467	6348	SET (TY II)(18 IN)(CMP)(6:1)(P)	2	EA	1400	10
68	467	6380	SET (TY II)(24 IN)(CMP)(6:1)(P)	2	EA	1400	10
69	467	6410	SET (TY II)(30 IN)(CMP)(6:1)(P)	2	EA	1400	10
70	467	6444	SET (TY II)(36 IN)(CMP)(6:1)(P)	2	EA	800	10
71	467	6460	SET (TY II)(42 IN)(CMP)(6:1)(P)	2	EA	800	10
72	467	6471	SET (TY II)(48 IN)(CMP)(6:1)(P)	2	EA	800	10
73	496	6002	REMOV STR (INLET)	2	EA	200	N/A
74	496	6042	REMOV STR (SMALL)	2	EA	225	N/A
75	496	6041	REMOV STR (LARGE)	1	EA	325	N/A
76	500	6001	MOBILIZATION	1	LS	16000	N/A
77	529	6001	CONC CURB (TY I)	150	LF	16	5
78	529	6002	CONC CURB (TY II)	150	LF	16	5
79	529	6007	CONC CURB & GUTTER (TY I)	100	LF	26	10
80	529	6008	CONC CURB & GUTTER (TY II)	100	LF	32	10
81	531	6002	CONC SIDEWALKS (5")	100	SY	44	25

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:
2025-1307964

Date Filed:
05/12/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

RHB
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.

24IFB50
General Roadway Cast-in-Place Concrete

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]

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Williamson County, State of Texas, on the 12 day of 05 (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:
2025-1307964

Date Filed:
05/12/2025

Date Acknowledged:
05/13/2025

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

RHB
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.

24IFB50
General Roadway Cast-in-Place Concrete

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 **74.**

Meeting Date: 06/03/2025

US Department of Transportation’s Safe Streets and Road for All (SS4A) Implementation Grant

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action to approve a resolution committing to a goal of zero roadway fatalities and authorizing application for the safe streets and roads for all (SS4A) grant. The SS4A grant application is a joint application by Williamson County and Partner Agencies (City of Cedar Park, City of Georgetown, City of Round Rock, and City of Taylor) for potential SS4A Implementation grant funding. The anticipated project cost is approximately $28M, which includes a $20M (80%) request for federal funds and an $8M (20%) local match. Williamson County will be responsible for $1.75M of the local match and the Partner Agencies will be responsible for $6.25M. The source of Williamson County funds will be from the Road and Bridge Division budget.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SS4A Grants Management Request

Wilco SS4A Project Map

WilCo SS4A Projects & Costs

WilCo SS4A Resolution

Form Review

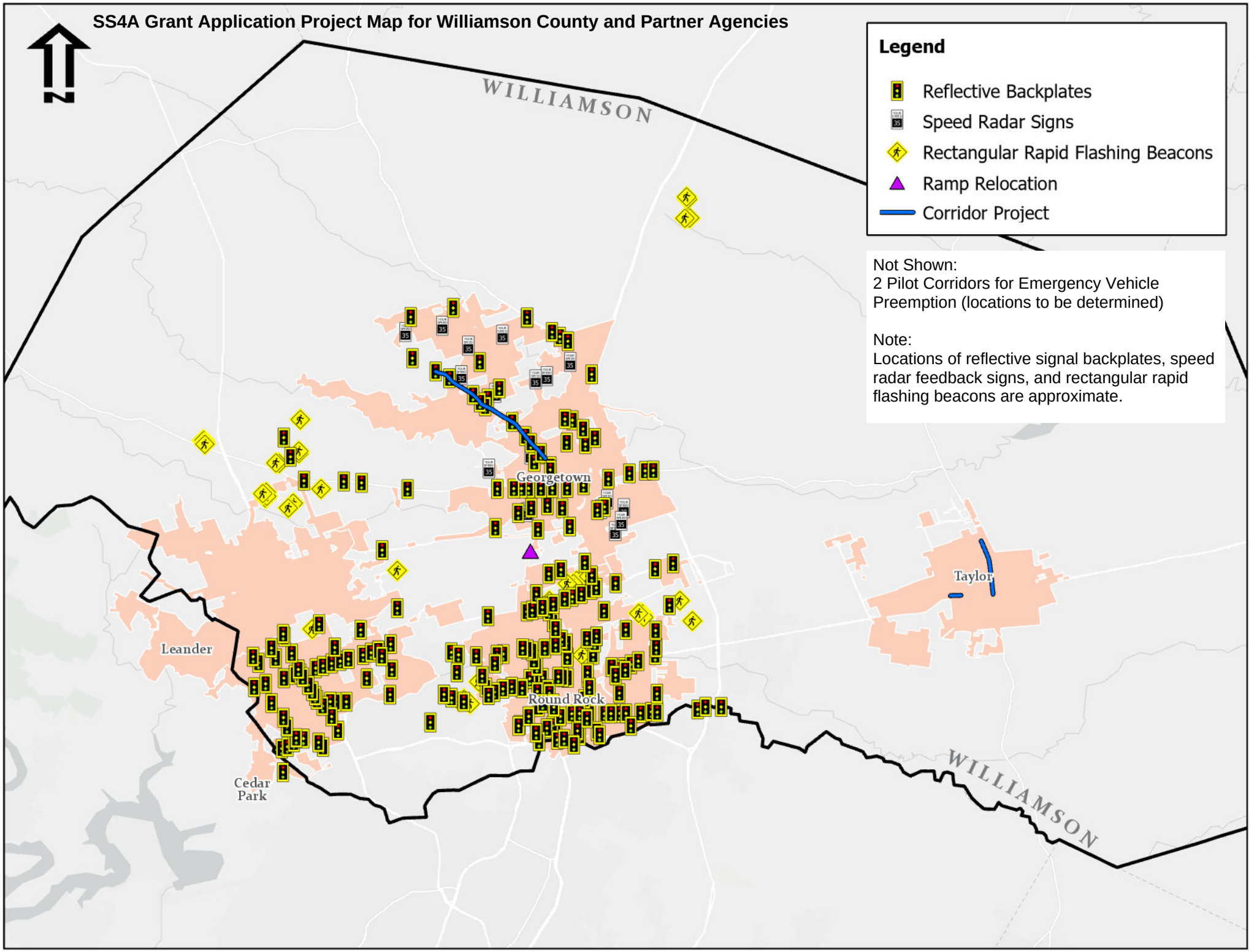
Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	05/28/2025 04:17 PM
Form Started By: Vicky Edwards		Started On: 05/28/2025 03:27 PM
Final Approval Date: 05/28/2025		

Grant Title/Project Name:	U.S. Department of Transportation's Safety Streets and Road for All (SS4A) Implementation Grant
Department:	Road and Bridge
Requestor:	Bob Daigh
Contact Email:	bdaigh@wilco.org
Contact Phone Number:	512-943-3330
Start Date:	N/A
End Date:	N/A
Please select request category:	Transportation
Describe the purpose of the grant in detail to include all requirements.	Joint submittal of safety projects which include signals and emergency preemption
Select the type of grant your department is applying for:	Federal
What is the amount of the grant?	$20,00,000.00
Please provide a breakdown of the total cost above.	Construction - $28,000,000.00
Is there a match requirement?	Yes
What is the source of the match?	Anticipated 20% match to come from Road and Bridge Funds
Does the grant cover the cost of the request 100%?	No
If not, how much is left unpaid?	$8,000,000.00 ($1.75M is Williamson County portion and $6.25M is the Partnering Agencies portion)
What is the plan to obtain grants/funds for the remaining amount?	Anticipated to come from Road and Bridge Funds
List other similar assets in the County and/or region and if they are available for use?	
How is this asset request different from any similar assets currently in the County and/or region?	
What types of events/purpose would this asset be used for that cannot be accomplished with a current County asset?	
How often do these events occur?	
Identify the number of personnel required to operate this asset and/or be available for the function where it is to be used? How much time is required of those personnel? What is the cost of the personnel?	
Where will the asset be stored?	
What is the useful life of the asset?	
Will a replacement be requested from general funds when useful life has been exhausted?	

Will other agencies be billed for the use of this asset (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this asset require insurance coverage?	
If yes, what is the estimate of asset insurance coverage?	
Will this asset require on-going maintenance? Please describe the maintenance required along with an estimate for these costs.	Yes - normal roadway and signal maintenance
How will this asset be funded when the grant ends?	
What is the impact if the grant is not received?	
New Personnel position is:	
Where will this position office?	
Who will this position report to?	
What tasks will this position perform? Include the five primary functions and the percentage of time spent to be spent on each function.	
Will this position take over tasks from current County employee?	
If yes, please explain the impact to current employee.	
How will this position be funded when the grant ends?	
Does this position or a similar position currently exist within the department?	
If “yes” how many of these similar positions exist	
Describe any alternatives considered to achieve desired outcome in lieu of a position (i.e. equipment, software, technology or change in business practice).	
Describe how workload will be accomplished/re-allocated should grant not be approved.	
List other similar items in the County and/or region and if they available for use?	N/A
How is this item request different from any similar assets currently in the County and/or region?	N/A
What types of events/purpose would this item be used for that cannot be accomplished with a current County asset?	N/A
Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?	
Please explain how this item will create the need for more or less personnel (or mark n/a for no change)?	
Where will the item be stored?	N/A

What is the useful life of the item?	N/A
Will other agencies be billed for the use of this item (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this item require insurance coverage?	
Will this item require any form of licensing?	
Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs?	N/A
How will this item be funded when the grant ends?	N/A
What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)	N/A
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?	N/A
What is the impact of this grant application on other internal/county departments?	N/A
If yes, what is the estimate of that license fee?	
If yes, what is the estimate of insurance coverage?	
Will a replacement be requested from general funds when useful life has been exhausted? (OR)	No
If yes, how much is the match amount?	Anticipated 20% match
ID	104
Version	2.0
Attachments	False
Created	
Created By	Vicky Edwards
Modified	
Modified By	

SS4A Grant Application Project Map for Williamson County and Partner Agencies



Legend

- Reflective Backplates
- Speed Radar Signs
- Rectangular Rapid Flashing Beacons
- Ramp Relocation
- Corridor Project

Not Shown:
2 Pilot Corridors for Emergency Vehicle Preemption (locations to be determined)

Note:
Locations of reflective signal backplates, speed radar feedback signs, and rectangular rapid flashing beacons are approximate.

SS4A Grant Application Project Costs for Williamson County and Partner Agencies

05/27/2025

PROJECT	DESCRIPTION	LEAD AGENCY	FEDERAL REQUEST (80%)	LOCAL NON-FEDERAL MATCH (20%)	TOTAL PROJECT COST
WILLIAMSON COUNTY			**$5,280,000**	**$1,746,400**	**$8,732,000**
IH 35 SB @ SW BYPASS	Relocate southbound (SB) entrance ramp approximately 3,000 feet south and install median barrier between IH 35 mainlanes and frontage	Williamson County Infrastructure	$5,280,000	$1,320,000	$6,600,000
SIGNAL BACKPLATES	Install backplates with retroreflective borders on 160 signal heads	Williamson County Infrastructure	$73,600	$18,400	$92,000
RRFBs	Install rectangular rapid flashing beacons (RRFBs) at 40 unsignalized pedestrian crossings	Williamson County Infrastructure	$992,000	$248,000	$1,240,000
EMERGENCY PREEMPTION	Develop Concept of Operations for emergency vehicle preemption and test it on 2 corridors (1 in Georgetown, 1 in Leander); Develop measures of effectiveness, conduct monitoring, and develop an overall countywide implementation strategy	Williamson County Sheriff's Office	$640,000	$160,000	$800,000
CITY OF CEDAR PARK			**$85,080**	**$21,270**	**$106,350**
SIGNAL BACKPLATES	Install backplates with retroreflective borders on 709 signal heads	City of Cedar Park	$85,080	$21,270	$106,350
CITY OF GEORGETOWN			**$12,881,480**	**$3,420,370**	**$16,301,850**
WILLIAMS DRIVE	Add raised median with strategically placed hooded left turns, raised profile lane line markings, raised profile markers, safety treat fixed objects, and roadway lighting from Jim Hogg Road to Austin Avenue	City of Georgetown	$12,400,000	$3,300,000	$15,700,000
SIGNAL BACKPLATES	Install backplates with retroreflective borders on 679 signal heads	City of Georgetown	$81,480	$20,370	$101,850
DYNAMIC SPEED FEEDBACK SIGNS	Install driver speed feedback signs at 32 locations	City of Georgetown	$320,000	$80,000	$400,000
EMERGENCY PREEMPTION	See Williamson County; Pilot test on 1 city corridor	City of Georgetown	$80,000	$20,000	$100,000
CITY OF LEANDER			**$80,000**	**$20,000**	**$100,000**
EMERGENCY PREEMPTION	See Williamson County; Pilot test on 1 city corridor	City of Leander	$80,000	$20,000	$100,000
CITY OF ROUND ROCK			**$812,000**	**$203,000**	**$1,015,000**
SIGNAL BACKPLATES	Install backplates with retroreflective borders on 2,100 signal heads	City of Round Rock	$252,000	$63,000	$315,000
RRFBs	Install RRFBs at 35 unsignalized pedestrian crossings	City of Round Rock	$560,000	$140,000	$700,000
CITY OF TAYLOR			**$844,800**	**$211,200**	**$1,056,000**
2ND STREET	Add raised median with strategically placed hooded left turns on 2nd Street from Carlos G Parker Blvd to Sloan St.	City of Taylor	$396,000	$99,000	$495,000
NORTH MAIN STREET	Fill sidewalk gap on North Main Street from Carlos G Parker Blvd. to approximately 0.1 miles to the south	City of Taylor	$448,800	$112,200	$561,000
TOTAL			**$19,983,360**	**$5,622,240**	**$27,311,200**

All costs are planning level cost estimates in 2025 dollars.

State of Texas
County of Williamson
Know all men by these presents:

That on the 3rd day of June 2025, the Commissioners Court of Williamson County, Texas met in duly called session at the Williamson County Courthouse, 710 Main Street, Georgetown, Texas, with the following members present:

Steven Snell, County Judge
Terry Cook, Commissioner Precinct One
Cynthia Long, Commissioner Precinct Two
Valerie Covey, Commissioner Precinct Three
Russ Boles, Commissioner Precinct Four

And at said meeting, among other business, the Court considered the following:

A RESOLUTION COMMITTING TO A GOAL OF ZERO ROADWAY FATALITIES AND AUTHORIZING APPLICATION FOR THE SAFE STREETS AND ROADS FOR ALL (SS4A) GRANT.

WHEREAS, Williamson County, Texas recognizes that traffic fatalities and serious injuries are preventable, and that loss of life is unacceptable on our roadways; and

WHEREAS, the U.S. Department of Transportation "Safe Streets and Roads for All (SS4A) Program" supports implementation of local initiatives aimed at reducing and eliminating roadway fatalities and serious injuries for all roadway users through strategies identified in a comprehensive action plan using National Roadway Safety Strategy; and

WHEREAS, Williamson County, Texas and regional partners participated in safety planning activities to develop the "Williamson County Safety Action Plan" by identifying high-risk areas, analyzing crash data, engaging stakeholders, and outlining strategies to enhance transportation safety through the Safe System Approach; and

WHEREAS, Williamson County and the Capital Area Metropolitan Planning Organization (CAMPO) have a complex transportation system and traffic crashes remain a primary public safety issue in Williamson County with the Texas Department of Transportation reporting 9,795 vehicle crashes in the county, resulting in 22 fatalities in 2024; and

WHEREAS, the SS4A Implementation Grant provides an opportunity to obtain federal funding to support the design and construction of transportation safety projects to prevent crashes and minimize the harm caused to those involved; and

NOW THEREFORE BE IT RESOLVED that the Williamson County Commissioners Court commits to the vision of zero roadway fatalities and serious injuries by the year 2050, aligning with the objectives of the SS4A program and Texas Road to Zero;

FURTHER RESOLVED, that Williamson County hereby adopts the Williamson County Safety Action Plan, intends to implement projects, strategies, and policies from the plan, and will monitor and periodically report on progress toward the Road to Zero goal.

RESOLVED THIS 3RD DAY OF JUNE 2025.

By: _____
Steven Snell,
Williamson County Judge

Commissioners Court - Regular Session **75.**

Meeting Date: 06/03/2025

Temporary road closure of Saddletree Pass from Kauffman Loop to Braford Pass

Submitted For: Adam Boatright **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding the temporary road closure of Saddletree Pass from Kauffman Loop to Braford Pass starting Tuesday, June 3, 2025, continuing through Thursday, July 31, 2025, and on approval of a temporary diversion plan for traffic during the closure.

Background

This temporary road closure is for the construction of a sanitary sewer line. A temporary diversion plan for traffic is attached.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Saddletree Pass temporary diversion plan

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	05/29/2025 11:54 AM
Form Started By: Adam Boatright		Started On: 05/29/2025 11:44 AM
Final Approval Date: 05/29/2025		


SH 29
Kauffman Lp.
CR 267
Equine Rd.
Kauffman Lp.
Rancho Sienna Elementary
Southbound Lane Closed
Northbound Lane Open
Leander
CR 268
Saddletree Pass
Braford Pass
CR 267
Via de Sienna Blvd.
Georgetown
Bar W Elementary
Stamp Iron Ave.
Bar W Ranch Blvd.
N
Lane closure
Detour route
WILCO
TEXAS

Commissioners Court - Regular Session **76.**

Meeting Date: 06/03/2025

Approval of Georgetown Lake Supplemental Agreement No. 1 to Consent No. DACW63-9-05-0527

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving Supplemental Agreement No. 1 to Consent No. DACW63-9-05-0527 with The Department of the Army and authorize the execution of the agreement. P336

Background

This agreement allows the County to construct, operate and maintain two additional bridges and associated roadway at Lake Georgetown, Texas.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Georgetown Lake Supplemental Agreement No. 1 to Consent No. DACW63-9-05-0527

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	05/29/2025 11:38 AM
Form Started By: Marie Walters		Started On: 05/22/2025 12:14 PM
Final Approval Date: 05/29/2025		

DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, FORT WORTH DISTRICT
P.O. BOX 17300
FORT WORTH, TX 76102-0300

May 2, 2025

Real Estate Division

SUBJECT: Lake Georgetown, Texas; Supplemental Agreement No. 1 to Consent No. DACW63-9-05-0527

Mr. Adam Boatright
Williamson County Engineer
Williamson County
3151 Southeast Inner Loop
Georgetown, Texas 78626

Dear Mr. Boatright:

Enclosed is the subject supplemental agreement granting you permission to construct, operate, and maintain two additional bridges and associated roadway at Lake Georgetown, Texas.

Please sign, date, and return the supplemental agreement to the above address, Attention: CESWF-RE-M (Ms. Lanell Woodard). Once signed, the fully executed supplemental agreement shall be returned to you and shall be officially recorded by you and filed with the county of record.

If you have any questions, please contact Ms. Lanell Woodard, 817-886-1991 or glennis.l.woodard@usace.army.mil.

Sincerely,

James Miller

James B. Miller
Chief, Management and Disposal Branch
Real Estate Division

Enclosure

CONSENT NO. DACW63-9-05-0527

SUPPLEMENTAL AGREEMENT NO. 1

TO

CONSENT NO. DACW63-9-05-0527

GEORGETOWN LAKE, TEXAS

This Supplemental Agreement No. 1 is made and entered into between the Secretary of the Army, party of the first part, hereinafter referred to as the Government, and Williamson County, Texas, 710 Main Street, Suite 201, Georgetown, Texas 78626, party of the second part, hereinafter referred to as the Grantee;

W I T N E S S E T H:

WHEREAS, on March 2, 2005, the Government granted to Williamson County, Texas, the above numbered consent to construct two bridges and a roadway at Georgetown Lake, Texas, as more specifically described in said consent.

WHEREAS, Grantee has requested permission to construct two additional bridges and associated roadway.

NOW THEREFORE, Consent No. DACW63-9-05-0527 is hereby amended in the following respects only:

1. Delete the granting clause of the original consent in its entirety and substitute in lieu thereof:

NOW THEREFORE, the United States hereby gives consent to Williamson County, Texas, 710 Main Street, Georgetown, Texas 78626, to construct, maintain, and repair four (4) bridges and associated roadways at the locations shown on **EXHIBITS A1 to A5 – DESIGN PLAN, B1 – MAP, and C1 – SURVEY,** attached hereto;

2. Add Exhibit B1 – Map

3. Add Exhibit C1 – Survey

4. Add Exhibit D1 – Design Plan

5. Add Exhibit E1 – Cut and Fill Plan

6. Insert the following Conditions:

9. This project estimates cutting approximately 9,980 cubic yards of soil and adding approximately 8,241 cubic yards of fill, resulting in approximately 1,739 cubic yards of net flood storage gain, as shown on **EXHIBIT E1 – CUT AND FILL PLAN**.

10. All work must be performed in accordance with the design plan, attached as **EXHIBIT D1 - DESIGN PLAN**. All changes and/or additions to the design plan must be approved by the Lake Office prior to construction.

11. Grantee shall contact the Lake Office to schedule an inspection of the construction site prior to commencement of work.

12. This project is being reviewed by the U.S. Army Corp of Engineers Regulatory Department under project No. SWF-2022-00490. Grantee shall comply with any terms and conditions of the regulatory review.

13. The Grantee is responsible for ensuring that the fully executed consent is officially recorded and filed in the county of record, and a copy is provided to the undersigned Real Estate Contracting Officer within 30 days of receipt.

EXCEPT for the revision above, the terms and conditions of the consent shall remain unchanged and in full force and effect.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army, this _____ day of_____, 2025.

Lee A. Flannery
Deputy Chief, Real Estate Division
Real Estate Contracting Officer

The above instrument, together with all the conditions thereof, is hereby accepted this _____ day of_____, 2025.

Williamson County, Texas

_____
Signature

_____
Title

ACKNOWLEDGMENT

STATE OF TEXAS §
§ **SS.**
COUNTY OF TARRANT §

On this _____ day of _____, 2025, before me, the undersigned officer, personally appeared within named _____, _____ _____, United States Army Corps of Engineers, Fort Worth District, on behalf of the United States of America, and known to me to be the person whose name is subscribed to the foregoing instrument by virtue of the above-cited authority and acknowledged to me that he executed the same in such capacity for the purposes and consideration therein expressed.

Given under my hand and seal this _____ day of _____, 2025.

_____
Notary Public, State of Texas
My Commission Expires:_____
Printed Name:_____

STATE OF TEXAS §
§ **SS.**
COUNTY OF _____ §

On this _____ day of _____, 2025, before me, the undersigned officer, personally appeared _____, known to me to be the person described in the foregoing instrument, who acknowledged that he executed the same in the capacity therein stated and for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

_____
Notary Public, State of Texas
My Commission Expires:_____
Printed Name:_____

CERTIFICATE OF AUTHORITY

I, _____ (Name), certify that I am the _____ (Title) of **Williamson County, Texas**, named as the Grantee herein; and that _____ (signator of outgrant), who signed the foregoing instrument on behalf of the Grantee, was then _____ (title of signator of outgrant) of **Williamson County, Texas**. I further certify that the said officer was acting within the scope of powers delegated to this governing body of the Grantee in executing said instrument.

Williamson County, Texas

_____
Date

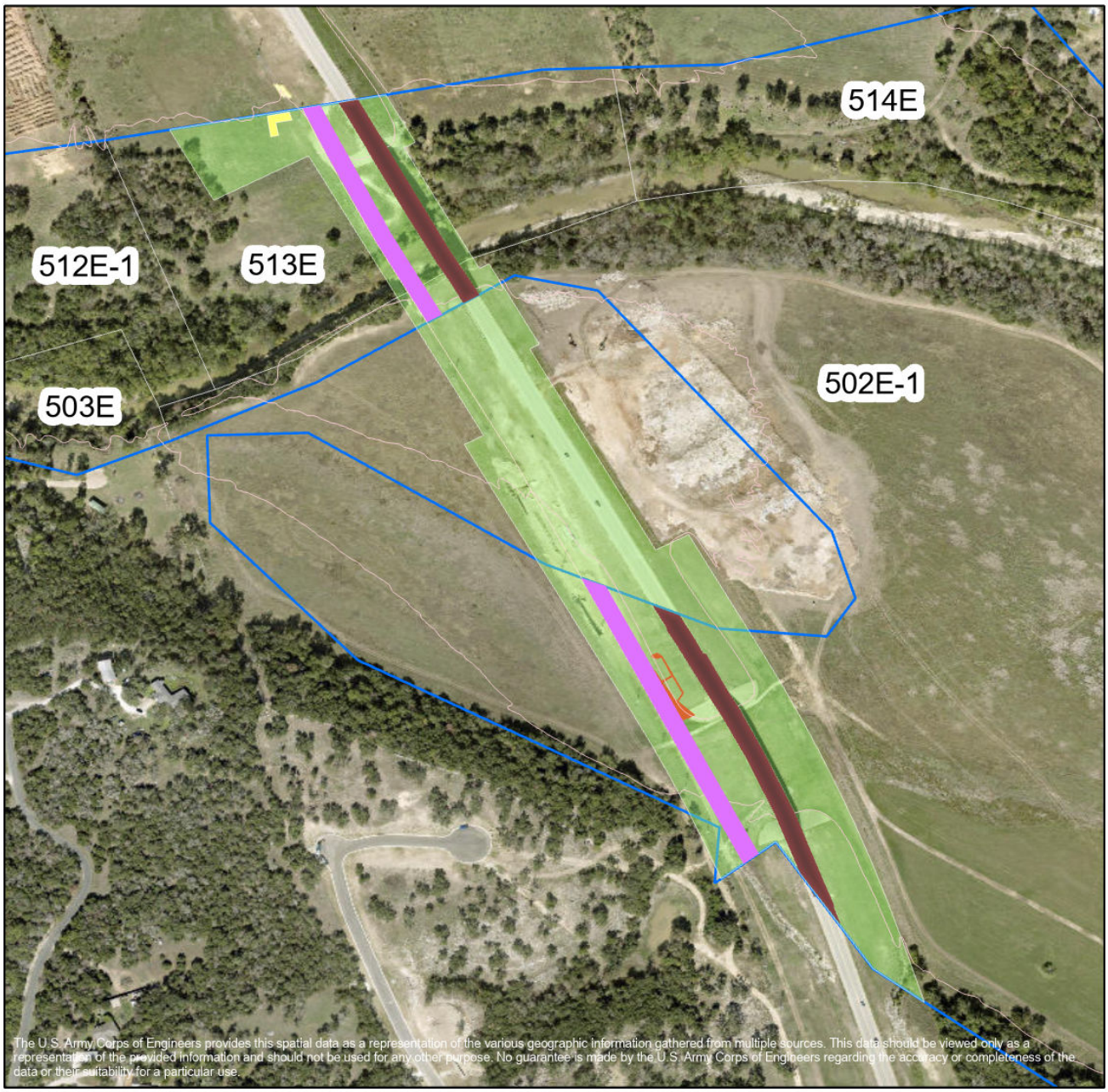
_____
Authorized Representative

_____
Title

AFFIX COMPANY SEAL

NOTE: This form certifies that the person signing the attached instrument has the authority to do so. The signature of the Secretary/Attesting Officer and the individual signing the attached instrument cannot be the same person.

CONSENT
Ronald Reagan Blvd, Liberty Hill, Texas 78642
Bridge Construction Request
Lake Georgetown



US Army Corps of Engineers

Tract(s):
NF - 513E & 502E-1

- EXCAVATION AREA
- EASEMENT
- FLOWAGE EASEMENT
- WATER QUALITY POND
- PROPOSED ROADWAY
- EXISTING ROADWAY

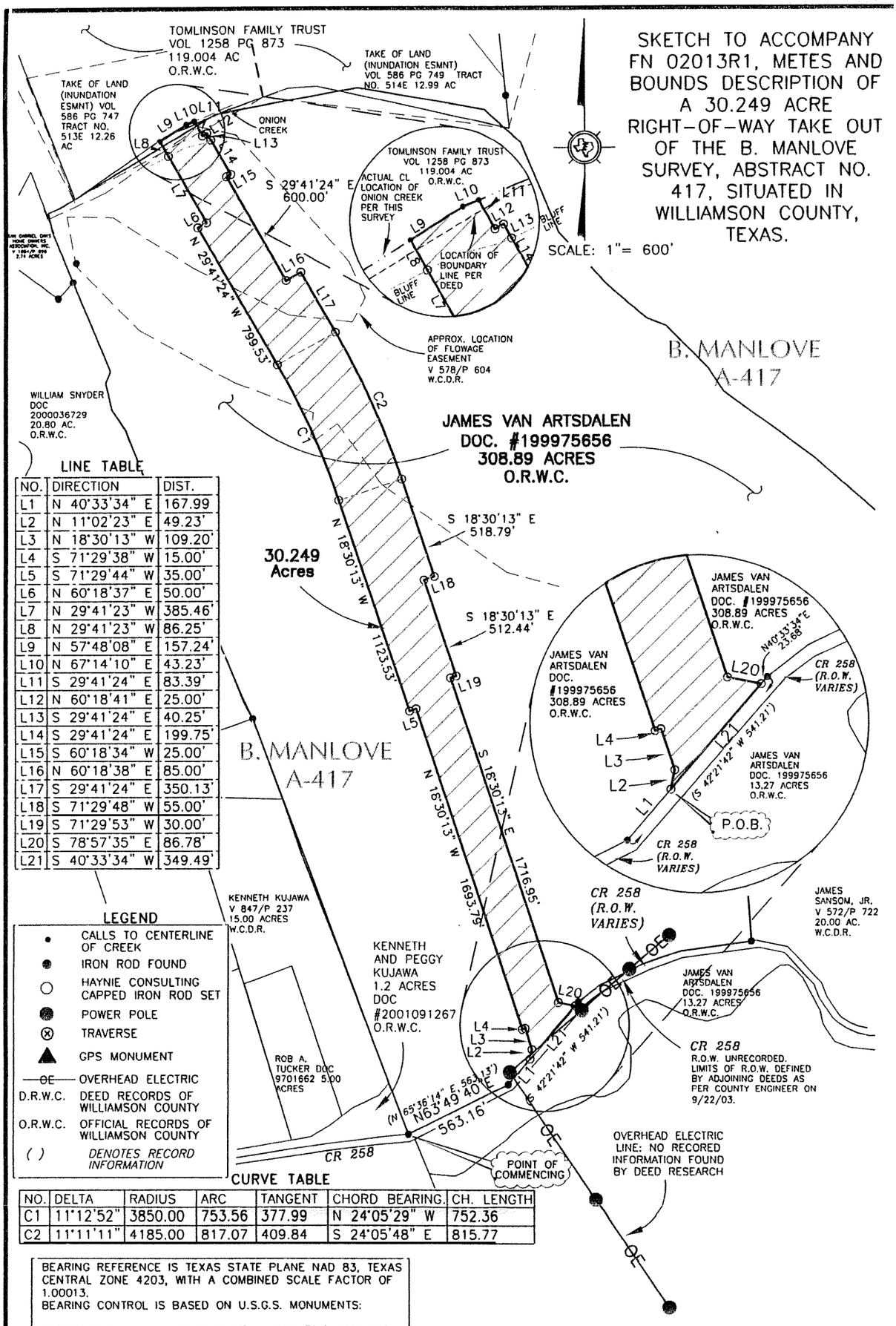
N
W E
S

0 300 600
Feet

1 inch = 386 feet

SKETCH TO ACCOMPANY FN 02013R1, METES AND BOUNDS DESCRIPTION OF A 30.249 ACRE RIGHT-OF-WAY TAKE OUT OF THE B. MANLOVE SURVEY, ABSTRACT NO. 417, SITUATED IN WILLIAMSON COUNTY, TEXAS.

SCALE: 1"= 600'



LINE TABLE

NO.	DIRECTION	DIST.
L1	N 40°33'34" E	167.99'
L2	N 11°02'23" E	49.23'
L3	N 18°30'13" W	109.20'
L4	S 71°29'38" W	15.00'
L5	S 71°29'44" W	35.00'
L6	N 60°18'37" E	50.00'
L7	N 29°41'23" W	385.46'
L8	N 29°41'23" W	86.25'
L9	N 57°48'08" E	157.24'
L10	N 67°14'10" E	43.23'
L11	S 29°41'24" E	83.39'
L12	N 60°18'41" E	25.00'
L13	S 29°41'24" E	40.25'
L14	S 29°41'24" E	199.75'
L15	S 60°18'34" W	25.00'
L16	N 60°18'38" E	85.00'
L17	S 29°41'24" E	350.13'
L18	S 71°29'48" W	55.00'
L19	S 71°29'53" W	30.00'
L20	S 78°57'35" E	86.78'
L21	S 40°33'34" W	349.49'

LEGEND

- CALLS TO CENTERLINE OF CREEK
- IRON ROD FOUND
- HAYNIE CONSULTING CAPPED IRON ROD SET
- POWER POLE
- TRAVERSE
- GPS MONUMENT
- OE — OVERHEAD ELECTRIC
- D.R.W.C. DEED RECORDS OF WILLIAMSON COUNTY
- O.R.W.C. OFFICIAL RECORDS OF WILLIAMSON COUNTY
- ( ) *DENOTES RECORD INFORMATION*

CURVE TABLE

NO.	DELTA	RADIUS	ARC	TANGENT	CHORD BEARING	CH. LENGTH
C1	11°12'52"	3850.00	753.56	377.99	N 24°05'29" W	752.36
C2	11°11'11"	4185.00	817.07	409.84	S 24°05'48" E	815.77

BEARING REFERENCE IS TEXAS STATE PLANE NAD 83, TEXAS CENTRAL ZONE 4203, WITH A COMBINED SCALE FACTOR OF 1.00013.
BEARING CONTROL IS BASED ON U.S.G.S. MONUMENTS:

GEORGEPORT	LAT 30° 40' 53.48127"(N) (NAD 83)
	LONG 97° 41' 07.17138"(W) (NAD 83)
HOG MOUNTAIN	LAT 30° 55' 07.21931"(N) (NAD 83)
	LONG 97° 46' 13.56682"(W) (NAD 83)

I, RAY D. WEGER, R.P.L.S., CERTIFY THAT THIS SURVEY PLAT IS AN ACCURATE REPRESENTATION OF THE EVIDENCE FOUND BY AN ON THE GROUND SURVEY PERFORMED DURING THE MONTHS OF NOVEMBER AND DECEMBER 2002 UNDER MY SUPERVISION.

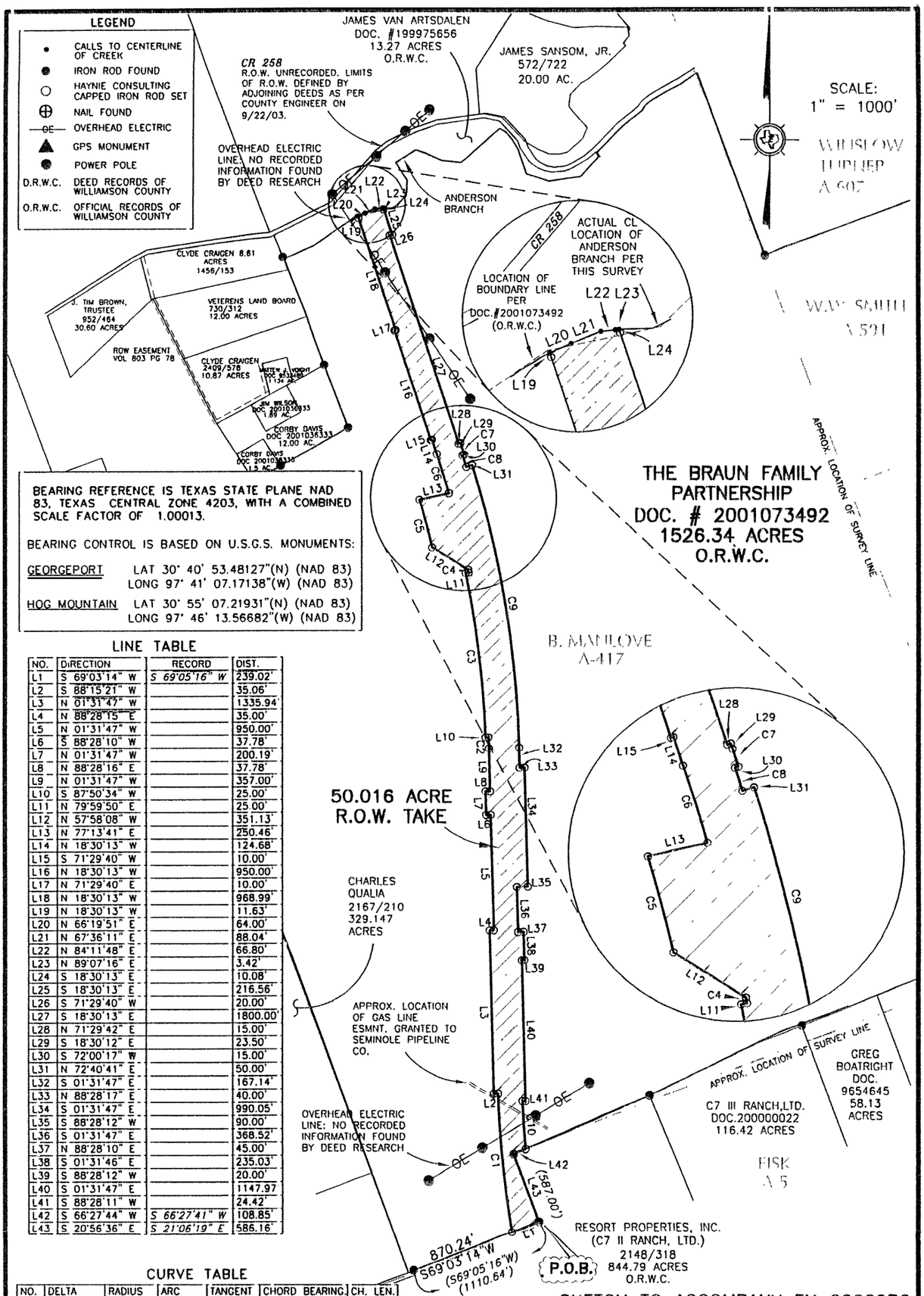
STATE OF TEXAS REGISTERED Ray D. Weger 4711 PROFESSIONAL LAND SURVEYOR

RAY D. WEGER R.P.L.S. 4711 — DATE 09/23/03

JOB NO. 564-003
SURVEY PLAT SP 02013R1 FILE SP02013(9-15-03)

HAYNIE CONSULTING, INC.
Civil Engineers and Land Surveyors
1010 Provident Lane
Round Rock, Texas 78664-3276
Ph: 512-837-2446 Fax: 512-837-9463

EXT 207



LINE TABLE

NO.	DIRECTION	RECORD	DIST.
L1	S 69°03'14" W	S 69°05'16" W	239.02'
L2	S 88°15'21" W		35.06'
L3	N 01°31'47" W		1335.94'
L4	N 88°28'15" E		35.00'
L5	N 01°31'47" W		950.00'
L6	S 88°28'10" W		37.78'
L7	N 01°31'47" W		200.19'
L8	N 88°28'16" E		37.78'
L9	N 01°31'47" W		357.00'
L10	S 87°50'34" W		25.00'
L11	N 79°59'50" E		25.00'
L12	N 57°58'08" W		351.13'
L13	N 77°13'41" E		250.46'
L14	N 18°30'13" W		124.68'
L15	S 71°29'40" W		10.00'
L16	N 18°30'13" W		950.00'
L17	N 71°29'40" E		10.00'
L18	N 18°30'13" W		968.99'
L19	N 18°30'13" W		11.63'
L20	N 66°19'51" E		64.00'
L21	N 67°36'11" E		88.04'
L22	N 84°11'48" E		66.80'
L23	N 89°07'16" E		3.42'
L24	S 18°30'13" E		10.08'
L25	S 18°30'13" E		216.56'
L26	S 71°29'40" W		20.00'
L27	S 18°30'13" E		1800.00'
L28	N 71°29'42" E		15.00'
L29	S 18°30'12" E		23.50'
L30	S 72°00'17" W		15.00'
L31	N 72°40'41" E		50.00'
L32	S 01°31'47" E		167.14'
L33	N 88°28'17" E		40.00'
L34	S 01°31'47" E		990.05'
L35	S 88°28'12" W		90.00'
L36	S 01°31'47" E		368.52'
L37	N 88°28'10" E		45.00'
L38	S 01°31'46" E		235.03'
L39	S 88°28'12" W		20.00'
L40	S 01°31'47" E		1147.97'
L41	S 88°28'11" W		24.42'
L42	S 66°27'44" W	S 66°27'41" W	108.85'
L43	S 20°56'36" E	S 21°06'19" E	586.16'

CURVE TABLE

NO.	DELTA	RADIUS	ARC	TANGENT	CHORD BEARING	CH. LEN.
C1	08°01'15"	8100.00	1133.90	567.88	N 05°45'17" W	1132.98
C2	00°37'42"	8400.00	92.12	46.06	N 01°50'38" W	92.12
C3	09°24'51"	8375.00	1376.09	689.59	N 06°51'54" W	1374.54
C4	00°09'26"	8400.00	23.04	11.52	N 11°38'46" W	23.04
C5	02°52'41"	8150.00	409.39	204.74	N 14°52'16" W	409.35
C6	02°17'56"	8400.00	337.02	168.53	N 17°21'15" W	336.99
C7	00°30'56"	8615.00	77.52	38.76	S 18°15'13" E	77.52
C8	00°40'27"	8600.00	101.18	50.59	S 17°39'32" E	101.18
C9	15°47'32"	8650.00	2384.15	1199.68	S 09°25'33" E	2376.61
C10	02°50'19"	7900.00	391.41	195.74	S 03°38'45" E	391.37

SKETCH TO ACCOMPANY FN 02009R2, METES AND BOUNDS DESCRIPTION OF A 50.016 ACRE RIGHT-OF-WAY TAKE OUT OF THE B. MANLOVE SURVEY, ABSTRACT NO. 417, SITUATED IN WILLIAMSON COUNTY, TEXAS.

JOB NO. 564-003

SURVEY PLAT SP 02009R2 NAME PARMER EXT

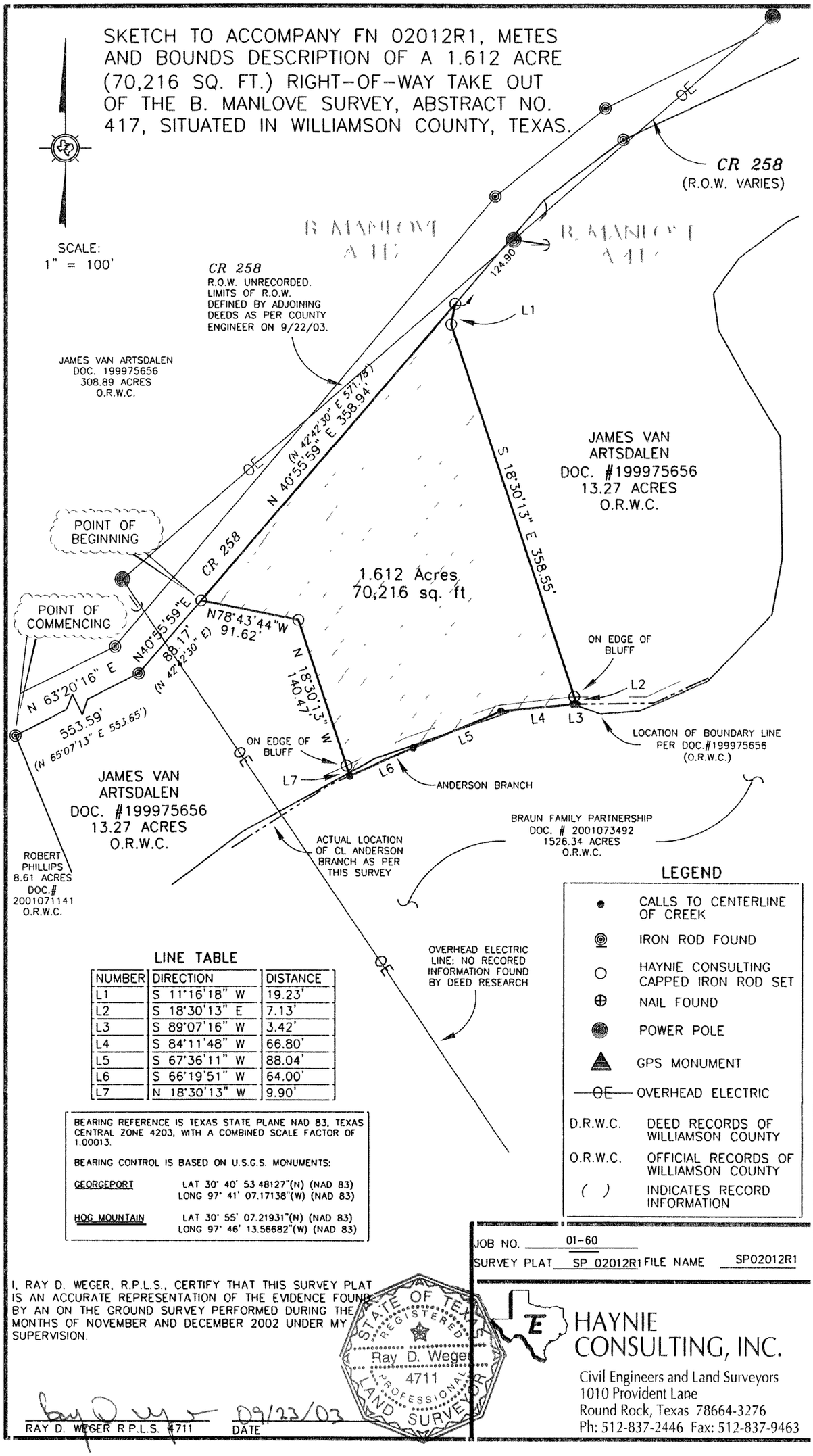
I, RAY D. WEGER, R.P.L.S., CERTIFY THAT THIS SURVEY PLAT IS AN ACCURATE REPRESENTATION OF THE EVIDENCE FOUND BY AN ON THE GROUND SURVEY PERFORMED DURING THE MONTHS OF NOVEMBER AND DECEMBER 2002 UNDER MY SUPERVISION.

STATE OF TEXAS REGISTERED Ray D. Weger 4711 PROFESSIONAL LAND SURVEYOR

RAY D. WEGER R.P.L.S. 4711 DATE 09/22/03

HAYNIE CONSULTING, INC.
Civil Engineers and Land Surveyors
1010 Provident Lane
Round Rock, Texas 78664-3276
Ph: 512-837-2446 Fax: 512-837-9463

SKETCH TO ACCOMPANY FN 02012R1, METES AND BOUNDS DESCRIPTION OF A 1.612 ACRE (70,216 SQ. FT.) RIGHT-OF-WAY TAKE OUT OF THE B. MANLOVE SURVEY, ABSTRACT NO. 417, SITUATED IN WILLIAMSON COUNTY, TEXAS.



LINE TABLE

NUMBER	DIRECTION	DISTANCE
L1	S 11°16'18" W	19.23'
L2	S 18°30'13" E	7.13'
L3	S 89°07'16" W	3.42'
L4	S 84°11'48" W	66.80'
L5	S 67°36'11" W	88.04'
L6	S 66°19'51" W	64.00'
L7	N 18°30'13" W	9.90'

LEGEND

- CALLS TO CENTERLINE OF CREEK
- IRON ROD FOUND
- HAYNIE CONSULTING CAPPED IRON ROD SET
- NAIL FOUND
- POWER POLE
- GPS MONUMENT
- OE — OVERHEAD ELECTRIC
- D.R.W.C. — DEED RECORDS OF WILLIAMSON COUNTY
- O.R.W.C. — OFFICIAL RECORDS OF WILLIAMSON COUNTY
- ( ) — INDICATES RECORD INFORMATION

BEARING REFERENCE IS TEXAS STATE PLANE NAD 83, TEXAS CENTRAL ZONE 4203, WITH A COMBINED SCALE FACTOR OF 1.00013.

BEARING CONTROL IS BASED ON U.S.G.S. MONUMENTS:

GEORGEPORT — LAT 30° 40' 53.48127"(N) (NAD 83) LONG 97° 41' 07.17138"(W) (NAD 83)

HOG MOUNTAIN — LAT 30° 55' 07.21931"(N) (NAD 83) LONG 97° 46' 13.56682"(W) (NAD 83)

JOB NO. 01-60

SURVEY PLAT SP 02012R1 FILE NAME SP02012R1

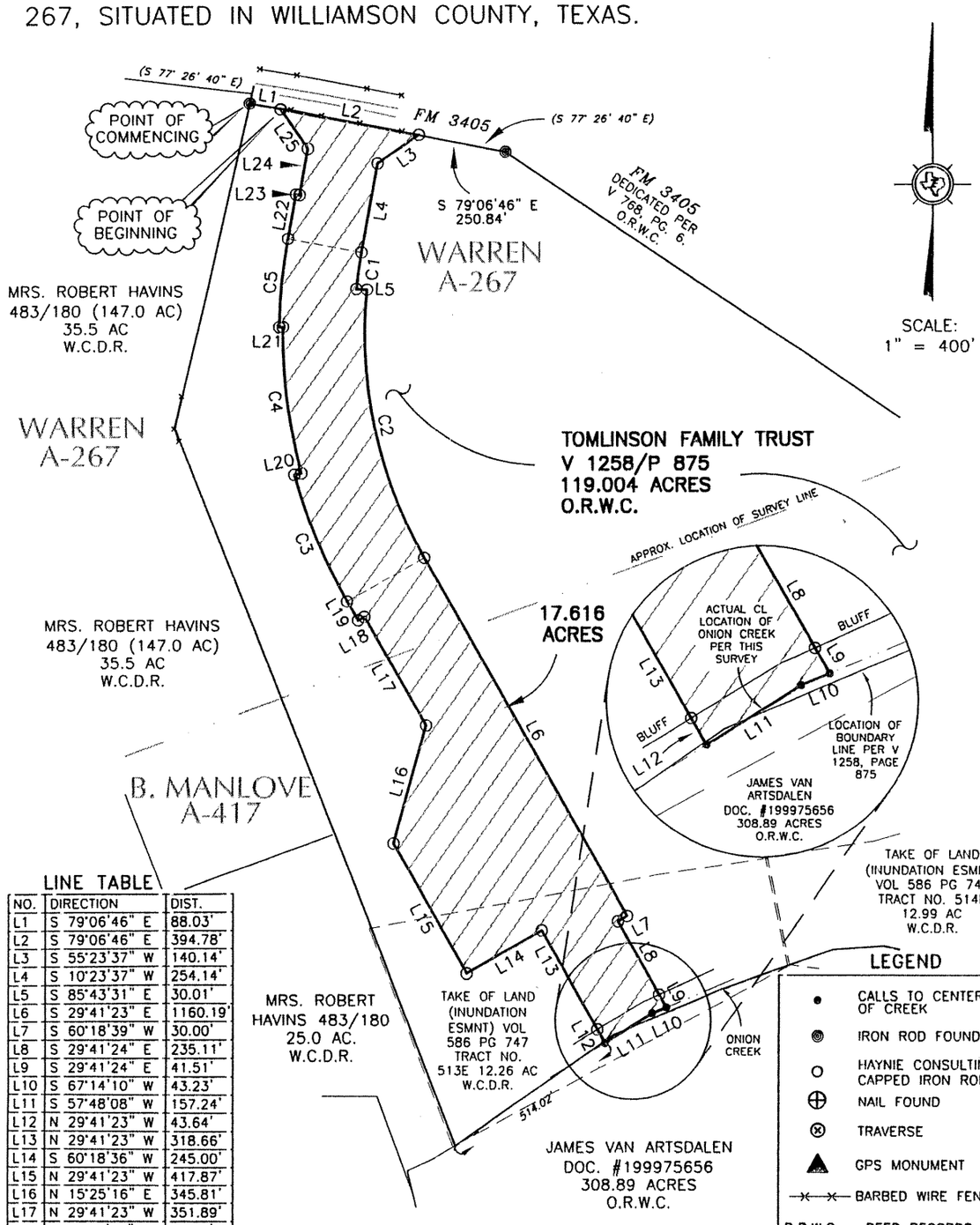
I, RAY D. WEGER, R.P.L.S., CERTIFY THAT THIS SURVEY PLAT IS AN ACCURATE REPRESENTATION OF THE EVIDENCE FOUND BY AN ON THE GROUND SURVEY PERFORMED DURING THE MONTHS OF NOVEMBER AND DECEMBER 2002 UNDER MY SUPERVISION.

STATE OF TEXAS REGISTERED Ray D. Weger 4711 PROFESSIONAL LAND SURVEYOR

RAY D. WEGER R.P.L.S. 4711 — DATE 09/23/03

HAYNIE CONSULTING, INC.
Civil Engineers and Land Surveyors
1010 Provident Lane
Round Rock, Texas 78664-3276
Ph: 512-837-2446 Fax: 512-837-9463

SKETCH TO ACCOMPANY FN 02014R1, METES AND BOUNDS DESCRIPTION OF A 17.616 ACRE RIGHT-OF-WAY TAKE OUT OF THE B. MANLOVE SURVEY, ABSTRACT NO. 417, AND THE B. WARREN SURVEY, ABSTRACT NO. 267, SITUATED IN WILLIAMSON COUNTY, TEXAS.



LINE TABLE

NO.	DIRECTION	DIST.
L1	S 79°06'46" E	88.03'
L2	S 79°06'46" E	394.78'
L3	S 55°23'37" W	140.14'
L4	S 10°23'37" W	254.14'
L5	S 85°43'31" E	30.01'
L6	S 29°41'23" E	1160.19'
L7	S 60°18'39" W	30.00'
L8	S 29°41'24" E	235.11'
L9	S 29°41'24" E	41.51'
L10	S 67°14'10" W	43.23'
L11	S 57°48'08" W	157.24'
L12	N 29°41'23" W	43.64'
L13	N 29°41'23" W	318.66'
L14	S 60°18'36" W	245.00'
L15	N 29°41'23" W	417.87'
L16	N 15°25'16" E	345.81'
L17	N 29°41'23" W	351.89'
L18	S 60°18'35" W	20.00'
L19	N 29°41'24" W	62.37'
L20	N 79°01'31" E	20.05'
L21	N 89°01'13" W	10.00'
L22	N 10°23'37" E	126.75'
L23	S 79°36'25" E	10.00'
L24	N 10°23'37" E	132.13'
L25	N 34°12'44" W	136.23'

LEGEND

- CALLS TO CENTERLINE OF CREEK
- IRON ROD FOUND
- HAYNIE CONSULTING CAPPED IRON ROD SET
- NAIL FOUND
- TRAVERSE
- GPS MONUMENT
- BARBED WIRE FENCE
- D.R.W.C. DEED RECORDS OF WILLIAMSON COUNTY
- O.R.W.C. OFFICIAL RECORDS OF WILLIAMSON COUNTY
- ( ) INDICATES RECORD INFORMATION

CURVE TABLE

NO.	DELTA	RADIUS	ARC	TANGENT	CHORD BEARING.	CH. LEN.
C1	04°32'42"	1300.00	103.12	51.59	S 08°07'16" W	103.10
C2	35°37'00"	1270.00	789.47	407.96	S 11°55'21" E	776.82
C3	14°43'35"	1520.00	390.68	196.42	N 22°21'38" W	389.60
C4	16°01'52"	1500.00	419.69	211.23	N 07°02'09" W	418.32
C5	09°26'33"	1510.00	248.86	124.71	N 05°42'04" E	248.57

BEARING REFERENCE IS TEXAS STATE PLANE NAD 83, TEXAS CENTRAL ZONE 4203, WITH A COMBINED SCALE FACTOR OF 1.00013.

BEARING CONTROL IS BASED ON U.S.G.S. MONUMENTS:

GEORGEPORT	LAT 30° 40' 53.48127"(N) (NAD 83) LONG 97° 41' 07.17138"(W) (NAD 83)
HOG MOUNTAIN	LAT 30° 55' 07.21931"(N) (NAD 83) LONG 97° 46' 13.56682"(W) (NAD 83)

JOB NO. 564-003

SURVEY PLAT SP 02014R1 FILE NAME SP02014R1

I, RAY D. WEGER, R.P.L.S., CERTIFY THAT THIS SURVEY PLAT IS AN ACCURATE REPRESENTATION OF THE EVIDENCE FOUND BY AN ON THE GROUND SURVEY PERFORMED DURING THE MONTHS OF NOVEMBER AND DECEMBER 2002 UNDER MY SUPERVISION.

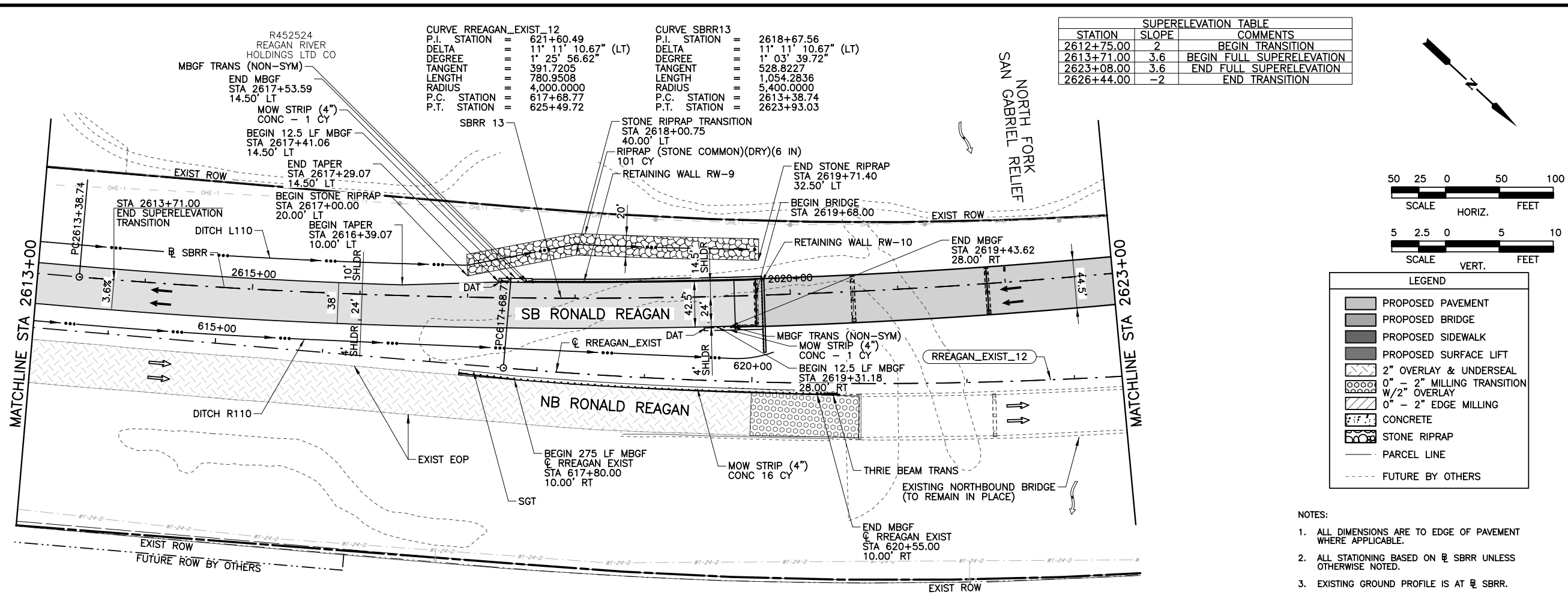
STATE OF TEXAS REGISTERED Ray D. Weger 4711 PROFESSIONAL LAND SURVEYOR

RAY D. WEGER R.P.L.S. 4711

09/23/03
DATE

HAYNIE CONSULTING, INC.
Civil Engineers and Land Surveyors
1010 Provident Lane
Round Rock, Texas 78664-3276
Ph: 512-837-2446 Fax: 512-837-9463

Proposed



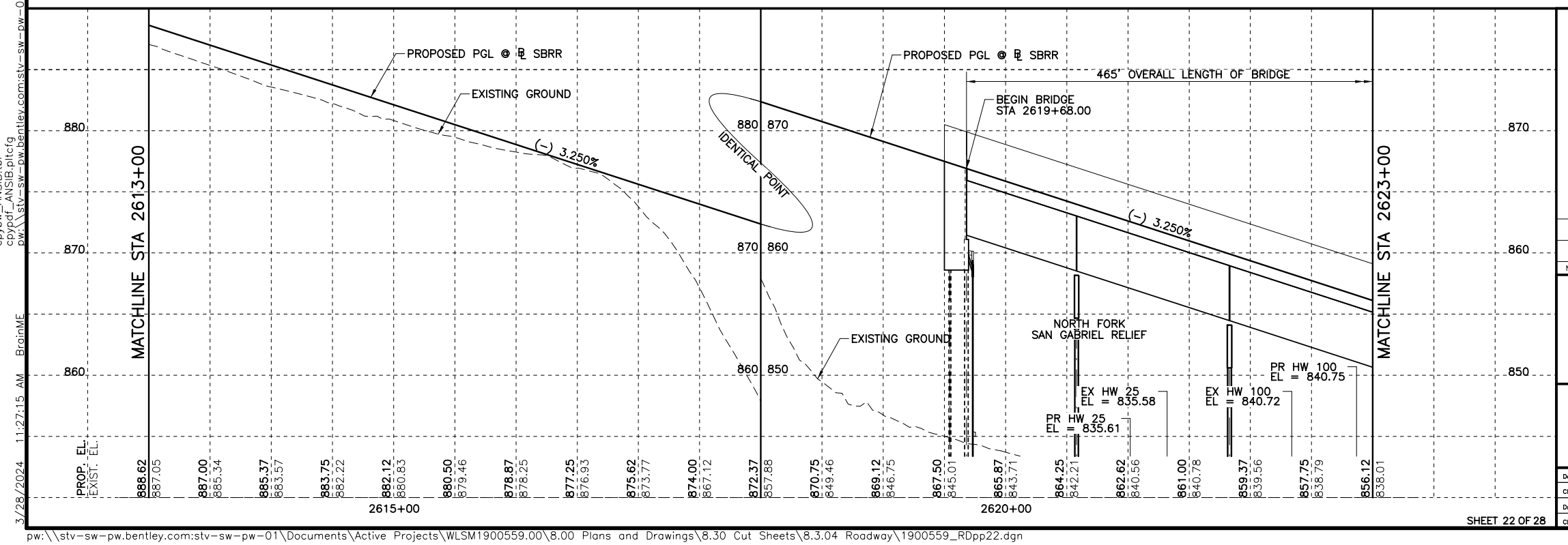
SUPERELEVATION TABLE		
STATION	SLOPE	COMMENTS
2612+75.00	2	BEGIN TRANSITION
2613+71.00	3.6	BEGIN FULL SUPERELEVATION
2623+08.00	3.6	END FULL SUPERELEVATION
2626+44.00	-2	END TRANSITION

50 25 0 50 100
SCALE HORIZ. FEET

5 2.5 0 5 10
SCALE VERT. FEET

LEGEND
- PROPOSED PAVEMENT
- PROPOSED BRIDGE
- PROPOSED SIDEWALK
- PROPOSED SURFACE LIFT
- 2" OVERLAY & UNDERSEAL
- 0" - 2" MILLING TRANSITION W/2" OVERLAY
- 0" - 2" EDGE MILLING
- CONCRETE
- STONE RIPRAP
- PARCEL LINE
- FUTURE BY OTHERS

NOTES:
1. ALL DIMENSIONS ARE TO EDGE OF PAVEMENT WHERE APPLICABLE.
2. ALL STATIONING BASED ON ℄ SBRR UNLESS OTHERWISE NOTED.
3. EXISTING GROUND PROFILE IS AT ℄ SBRR.
4. DRIVEWAY LOCATIONS SHOWN ARE APPROXIMATE AND SHALL BE VERIFIED IN THE FIELD PRIOR TO CONSTRUCTION. SEE DRIVEWAY AND SIDEWALK DETAILS SHEET FOR FURTHER INFORMATION.
5. SEE INTERSECTION LAYOUTS FOR MORE INFORMATION.



SHEET 22 OF 28

STATE OF TEXAS
ANDREA KLOCINSKI
121625
LICENSED
PROFESSIONAL ENGINEER

03/29/2024

NO.	REVISION	BY	DATE

WILCO TEXAS

CP&Y an STV Company
TEXAS REGISTERED ENGINEERING FIRM F-1741

RONALD REAGAN BLVD.

ROADWAY PLAN & PROFILE
SB RONALD REAGAN
STA 2613+00.00 TO STA 2623+00.00

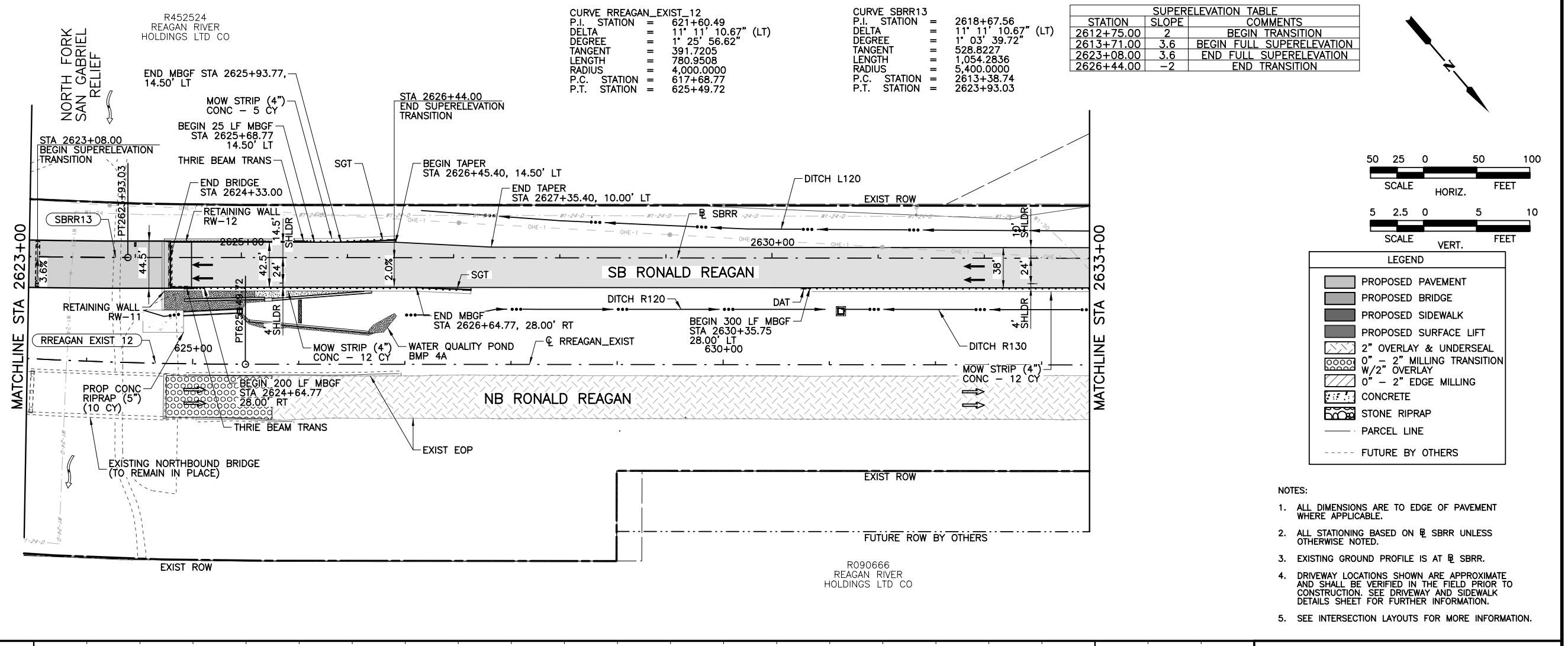
Designed:	ANK	FED. RD. DIV. NO.	STATE	PROJECT NO.				HIGHWAY NO.
Checked:	ANK	X	TEXAS					
Drawn:	ANK	DIST.	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.		SHEET NO.
Checked:	ANK		WILLIAMSON					162

EXHIBIT D1

1 of 8

cpybw ANSIB.tbl
cpycf ANSIB.pltcfg
pw:\\stv-sw-pw.bentley.com:stv-sw-pw-01\Documents\Active Projects\WLSM1900559.00\8.00 Plans and Drawings\8.30 Cut Sheets\8.3.04 Roadway\1900559_RDpp2
3/28/2024 11:27:15 AM BrainME
pw:\\stv-sw-pw.bentley.com:stv-sw-pw-01\Documents\Active Projects\WLSM1900559.00\8.00 Plans and Drawings\8.30 Cut Sheets\8.3.04 Roadway\1900559_RDpp22.dgn

Proposed



CURVE RREAGAN_EXIST_12
P.I. STATION = 621+60.49
DELTA = 11° 11' 10.67" (LT)
DEGREE = 1° 25' 56.62"
TANGENT = 391.7205
LENGTH = 780.9508
RADIUS = 4,000.0000
P.C. STATION = 617+68.77
P.T. STATION = 625+49.72

CURVE SBRR13
P.I. STATION = 2618+67.56
DELTA = 11° 11' 10.67" (LT)
DEGREE = 1° 03' 39.72"
TANGENT = 528.8227
LENGTH = 1,054.2836
RADIUS = 5,400.0000
P.C. STATION = 2613+38.74
P.T. STATION = 2623+93.03

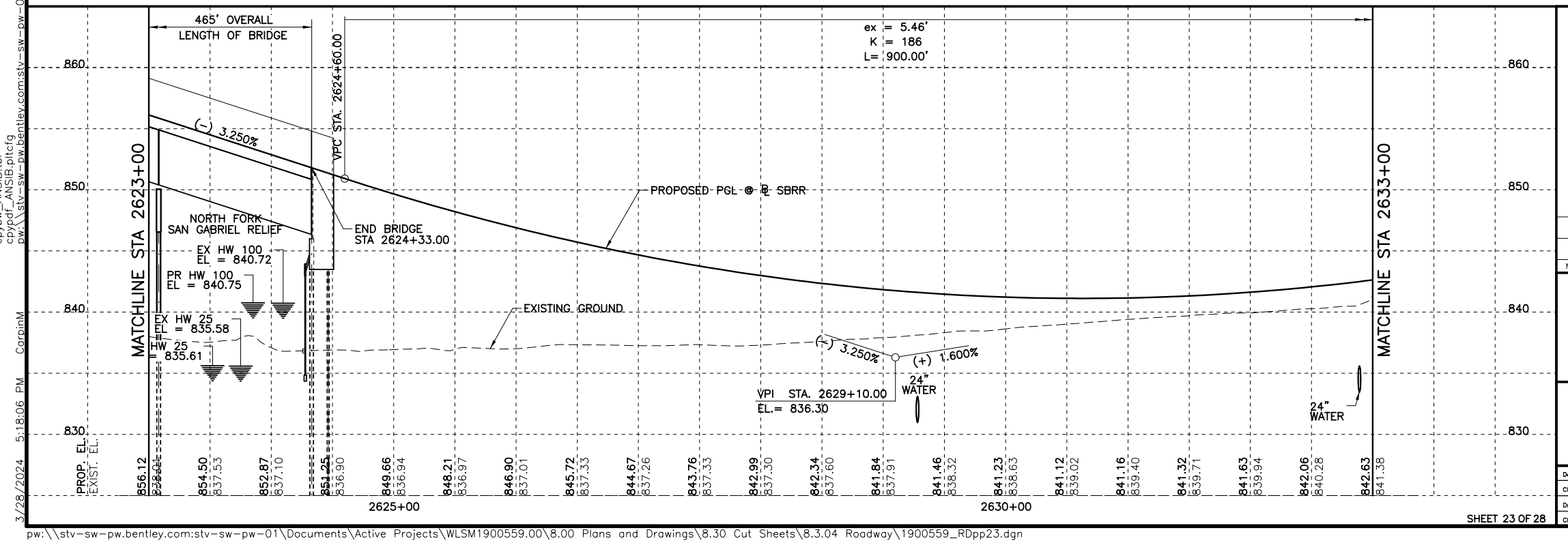
SUPERELEVATION TABLE		
STATION	SLOPE	COMMENTS
2612+75.00	2	BEGIN TRANSITION
2613+71.00	3.6	BEGIN FULL SUPERELEVATION
2623+08.00	3.6	END FULL SUPERELEVATION
2626+44.00	–2	END TRANSITION

50 25 0 50 100
SCALE FEET
HORIZ.

5 2.5 0 5 10
SCALE FEET
VERT.

LEGEND
- PROPOSED PAVEMENT
- PROPOSED BRIDGE
- PROPOSED SIDEWALK
- PROPOSED SURFACE LIFT
- 2" OVERLAY & UNDERSEAL
- 0" – 2" MILLING TRANSITION W/2" OVERLAY
- 0" – 2" EDGE MILLING
- CONCRETE
- STONE RIPRAP
- PARCEL LINE
- FUTURE BY OTHERS

NOTES:
1. ALL DIMENSIONS ARE TO EDGE OF PAVEMENT WHERE APPLICABLE.
2. ALL STATIONING BASED ON ℄ SBRR UNLESS OTHERWISE NOTED.
3. EXISTING GROUND PROFILE IS AT ℄ SBRR.
4. DRIVEWAY LOCATIONS SHOWN ARE APPROXIMATE AND SHALL BE VERIFIED IN THE FIELD PRIOR TO CONSTRUCTION. SEE DRIVEWAY AND SIDEWALK DETAILS SHEET FOR FURTHER INFORMATION.
5. SEE INTERSECTION LAYOUTS FOR MORE INFORMATION.



SHEET 23 OF 28

STATE OF TEXAS
ANDREA KLOCINSKI
121625
LICENSED
PROFESSIONAL ENGINEER
03/29/2024

NO.	REVISION	BY	DATE

WILCO TEXAS

CP&Y an STV Company
TEXAS REGISTERED ENGINEERING FIRM F-1741

RONALD REAGAN BLVD.

ROADWAY PLAN & PROFILE
SB RONALD REAGAN
STA 2623+00.00 TO STA 2633+00.00

Designed:	ANK	FED. RD. DIV. NO.	STATE	PROJECT NO.				HIGHWAY NO.
Checked:	ANK	X	TEXAS					
Drawn:	ANK	DIST.	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.		SHEET NO.
Checked:	ANK		WILLIAMSON					163

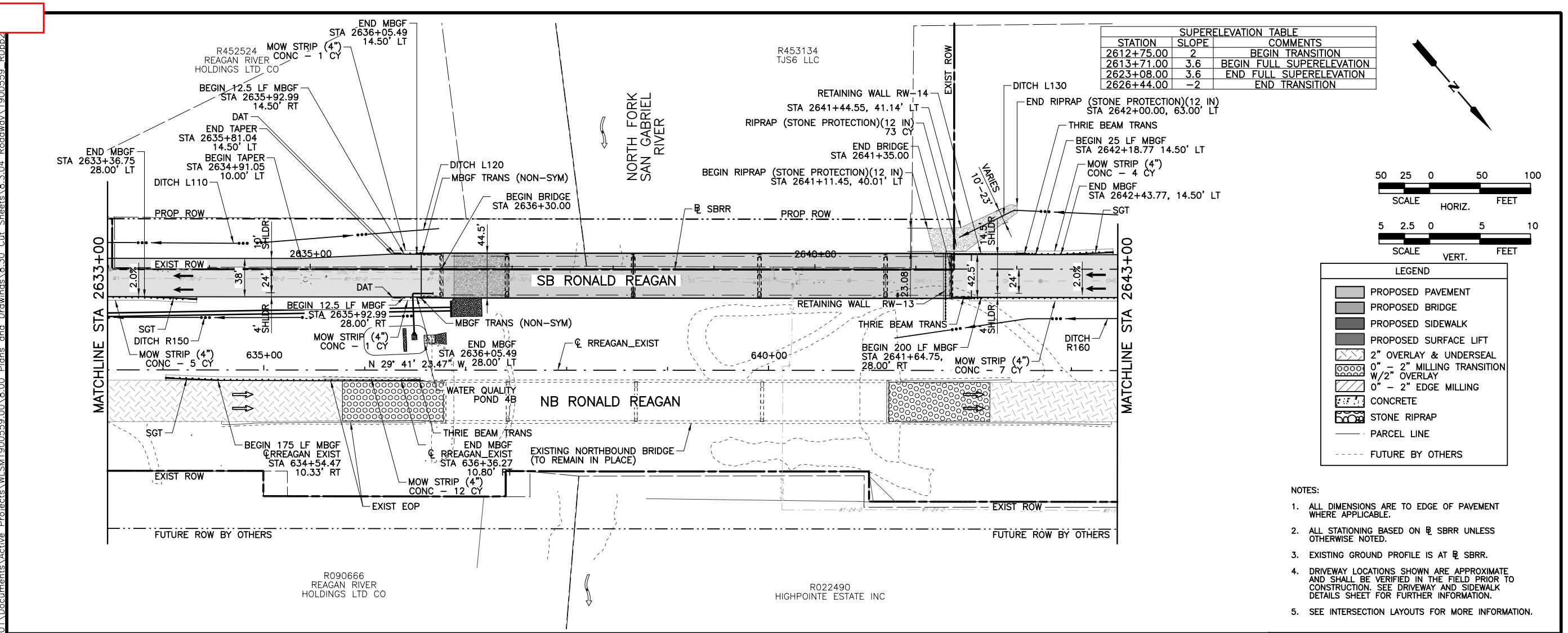
EXHIBIT D1

2 of 8

cpybw_ANSIB.tbl
cpyfd_ANSIB.pltcfg
pw:\\stv-sw-pw.bentley.com:stv-sw-pw-01\Documents\Active Projects\WLSM1900559.00\8.00 Plans and Drawings\8.30 Cut Sheets\8.3.04 Roadway\1900559_RDpp2
CarpinM 5:18:06 PM 3/28/2024

pw:\\stv-sw-pw.bentley.com:stv-sw-pw-01\Documents\Active Projects\WLSM1900559.00\8.00 Plans and Drawings\8.30 Cut Sheets\8.3.04 Roadway\1900559_RDpp23.dgn

Proposed



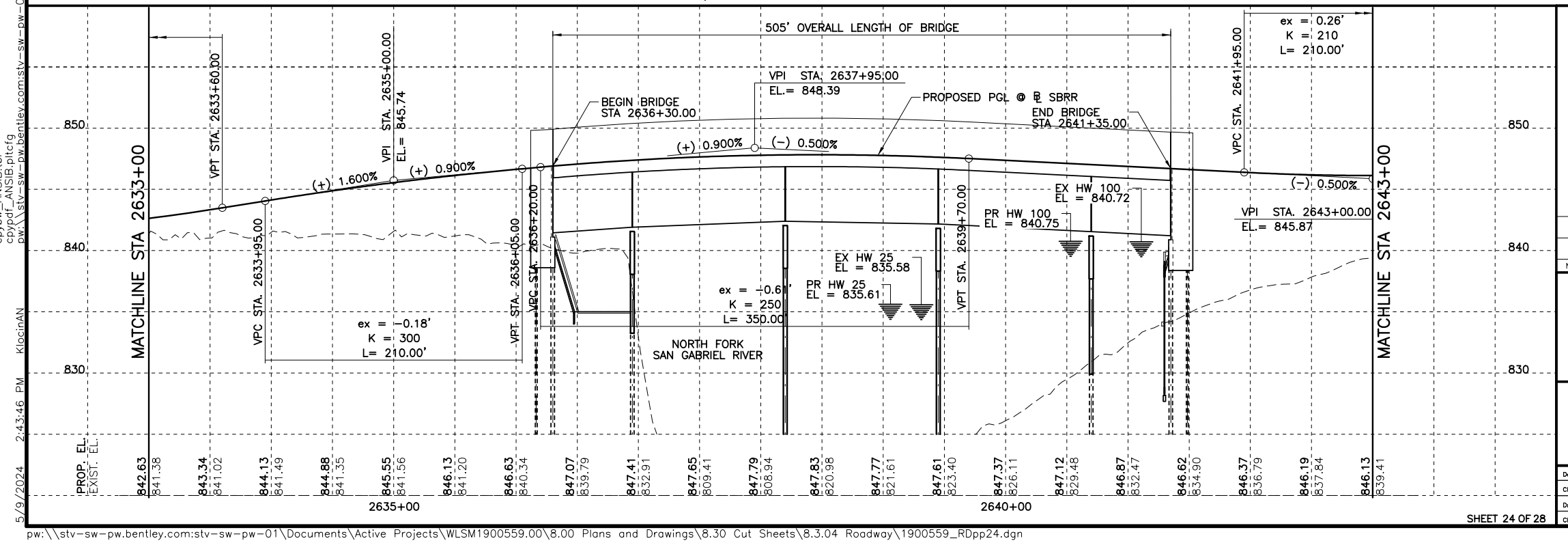
SUPERELEVATION TABLE		
STATION	SLOPE	COMMENTS
2612+75.00	2	BEGIN TRANSITION
2613+71.00	3.6	BEGIN FULL SUPERELEVATION
2623+08.00	3.6	END FULL SUPERELEVATION
2626+44.00	–2	END TRANSITION

50 25 0 50 100
SCALE HORIZ. FEET

5 2.5 0 5 10
SCALE VERT. FEET

LEGEND
- PROPOSED PAVEMENT
- PROPOSED BRIDGE
- PROPOSED SIDEWALK
- PROPOSED SURFACE LIFT
- 2" OVERLAY & UNDERSEAL
- 0" – 2" MILLING TRANSITION W/2" OVERLAY
- 0" – 2" EDGE MILLING
- CONCRETE
- STONE RIPRAP
- PARCEL LINE
- FUTURE BY OTHERS

NOTES:
1. ALL DIMENSIONS ARE TO EDGE OF PAVEMENT WHERE APPLICABLE.
2. ALL STATIONING BASED ON ℄ SBRR UNLESS OTHERWISE NOTED.
3. EXISTING GROUND PROFILE IS AT ℄ SBRR.
4. DRIVEWAY LOCATIONS SHOWN ARE APPROXIMATE AND SHALL BE VERIFIED IN THE FIELD PRIOR TO CONSTRUCTION. SEE DRIVEWAY AND SIDEWALK DETAILS SHEET FOR FURTHER INFORMATION.
5. SEE INTERSECTION LAYOUTS FOR MORE INFORMATION.



SHEET 24 OF 28

STATE OF TEXAS
ANDREA KLOCINSKI
121625
LICENSED
PROFESSIONAL ENGINEER

05/09/2024

NO.	REVISION	BY	DATE

WILCO TEXAS

CP&Y an STV Company
TEXAS REGISTERED ENGINEERING FIRM F-1741

RONALD REAGAN BLVD.

ROADWAY PLAN & PROFILE
SB RONALD REAGAN
STA 2633+00.00 TO STA 2643+00.00

Designed:	ANK	FED. RD. DIV. NO.	STATE	PROJECT NO.			HIGHWAY NO.
Checked:	ANK	X	TEXAS				
Drawn:	ANK	DIST.	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.	SHEET NO.
Checked:	ANK		WILLIAMSON				164

cpybw ANSIB.tbl
cpycf ANSIB.pltcfg
pw:\\stv-sw-pw.bentley.com:stv-sw-pw-01\Documents\Active Projects\WLSM1900559.00\8.00 Plans and Drawings\8.30 Cut Sheets\8.3.04 Roadway\1900559_RDpp24.dgn
5/9/2024 2:43:46 PM KlocinAN

pw:\\stv-sw-pw.bentley.com:stv-sw-pw-01\Documents\Active Projects\WLSM1900559.00\8.00 Plans and Drawings\8.30 Cut Sheets\8.3.04 Roadway\1900559_RDpp2

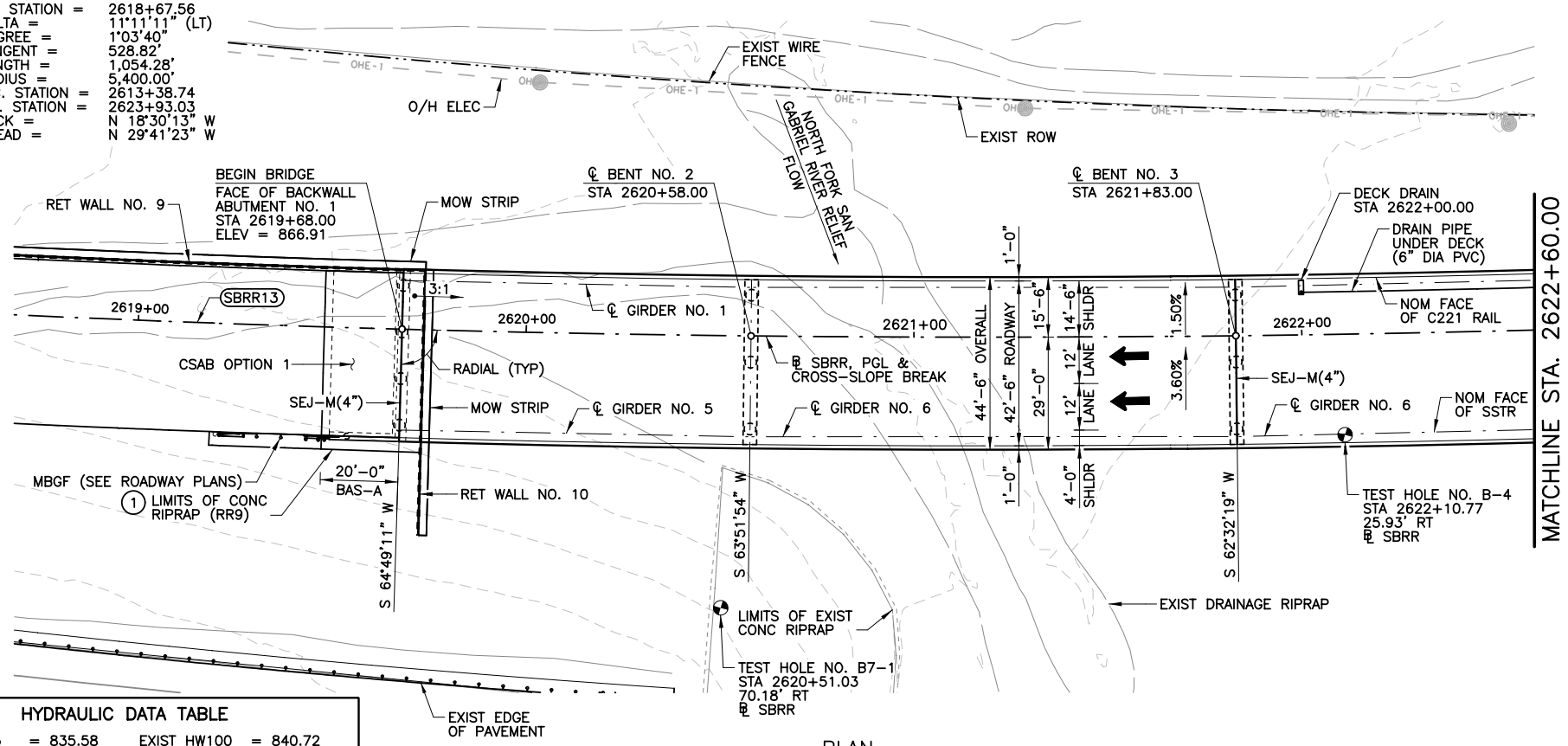
EXHIBIT D1

Proposed

HORIZONTAL CURVE DATA

(SBRR13)

P.I. STATION =	2618+67.56
DELTA =	11°11'11" (LT)
DEGREE =	1°03'40"
TANGENT =	528.82'
LENGTH =	1,054.28'
RADIUS =	5,400.00'
P.C. STATION =	2613+38.74
P.T. STATION =	2623+93.03
BACK =	N 18°30'13" W
AHEAD =	N 29°41'23" W

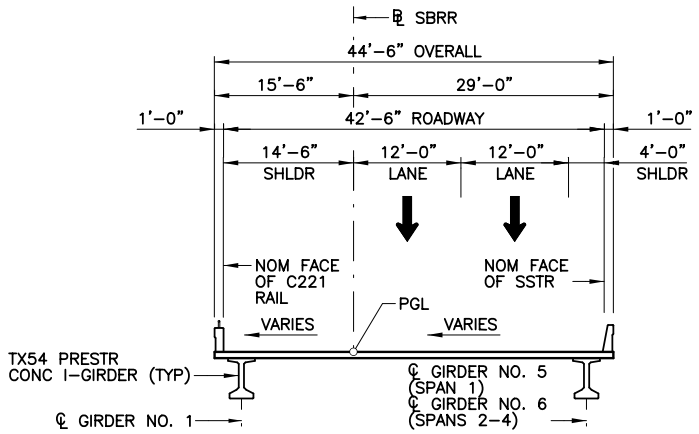


PLAN

20 10 0 20 40
SCALE FEET

GENERAL NOTES:

1. DESIGNED ACCORDING TO 2020 AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, 9TH EDITION (HL93 LOADING).
2. "D" DENOTES SLOTTED HOLE AT GIRDER ENDS. SEE BENT DETAILS FOR LOCATIONS OF DOWELS D.
3. THE "H" VALUE SHOWN ARE ESTIMATED COLUMN HEIGHT. CONTRACTOR IS RESPONSIBLE FOR CALCULATING ACTUAL COLUMN HEIGHTS BASED ON FIELD CONDITIONS.
4. SEE BRIDGE BORING LOG SHEET FOR GEOTECHNICAL INFORMATION.
5. USE OPTION 1 FOR CONFIGURATION OF CSAB BEHIND ABUTMENTS. SEE CSAB STANDARD FOR DETAILS.



TYPICAL TRANSVERSE SECTION

HYDRAULIC DATA TABLE

EXIST HW25	= 835.58	EXIST HW100	= 840.72
EXIST Q25	= 31,089 cfs	EXIST Q100	= 53,384 cfs
EXIST V25	= 7.06 ft/s	EXIST V100	= 8.05 ft/s
PROP HW25	= 835.61	PROP HW100	= 840.75
PROP Q25	= 31,089 cfs	PROP Q100	= 53,384 cfs
PROP V25	= 7.06 ft/s	PROP V100	= 7.98 ft/s

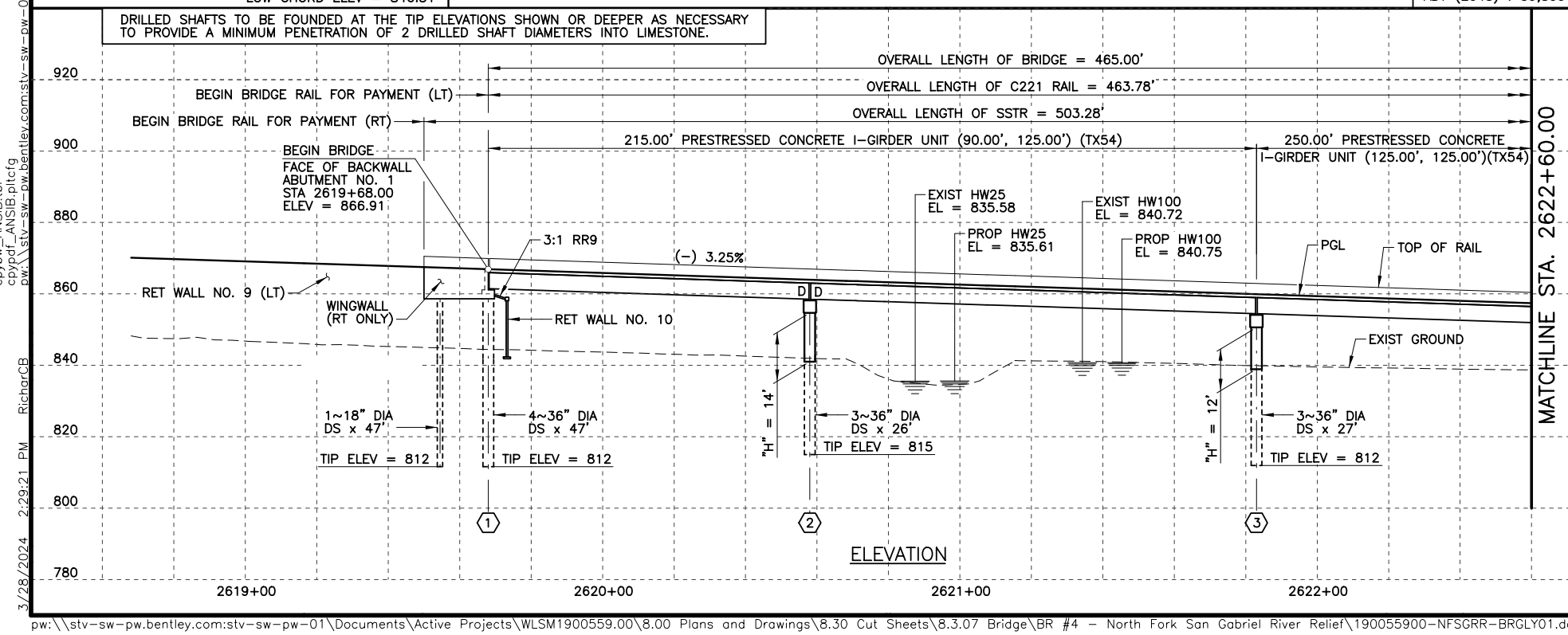
LOW CHORD ELEV = 846.31

1 EXTEND CONCRETE RIPRAP 2'-0" FROM FACE OF WINGWALL

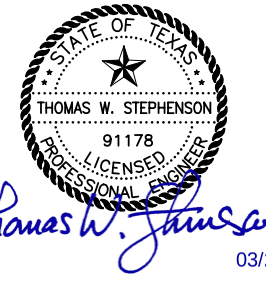
PROP NBI NO.: 14-246-AA99-53-015
FUNCTIONAL CLASSIFICATION: FREEWAY/ARTERIAL
DESIGN SPEED: 70 MPH
ADT (2017) : 15,500
ADT (2043) : 39,800

HL93 LOADING

DRILLED SHAFTS TO BE FOUNDED AT THE TIP ELEVATIONS SHOWN OR DEEPER AS NECESSARY TO PROVIDE A MINIMUM PENETRATION OF 2 DRILLED SHAFT DIAMETERS INTO LIMESTONE.



ELEVATION



NO.	REVISION	BY	DATE

WILCO TEXAS

CP&Y an STV Company
TEXAS REGISTERED ENGINEERING FIRM F-1741

RONALD REAGAN BLVD.
BRIDGE LAYOUT
NORTH FORK SAN GABRIEL
RIVER RELIEF BRIDGE

Designed:	AA	FED. RD. DIV. NO.	STATE	PROJECT NO.				HIGHWAY NO.
Checked:	JAS	X	TEXAS					
Drawn:	ANK	DIST.	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.		SHEET NO.
Checked:	TWS		WILLIAMSON					411

SHEET 1 OF 2

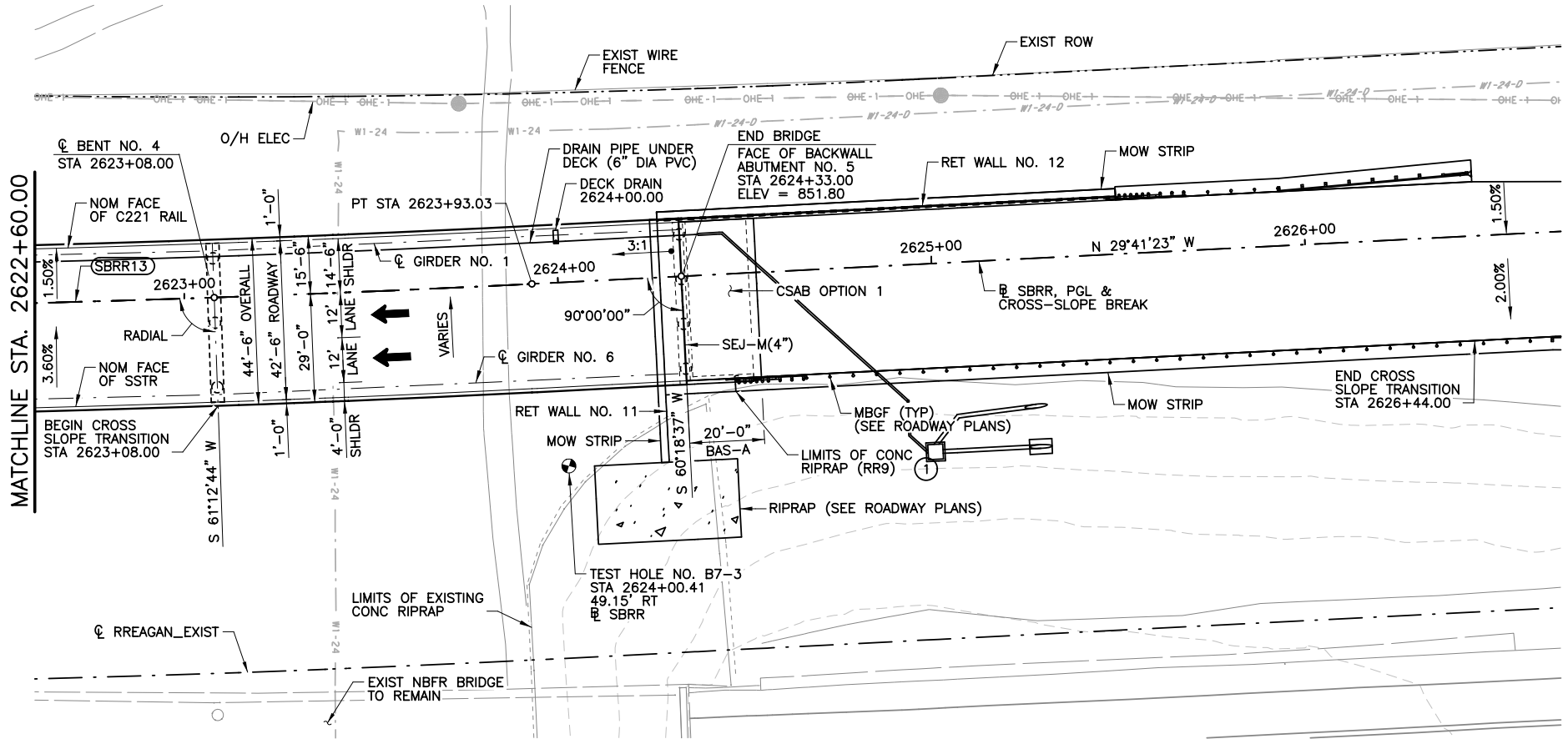
EXHIBIT D1

4 of 8

cpybw ANSIB.tbl
cpydf ANSIB.pltcfg
cw:\\stv-sw-pw.bentley.com:stv-sw-pw-01\Documents\Active Projects\WLSM1900559.00\8.00 Plans and Drawings\8.30 Cut Sheets\8.3.07 Bridge\BR #4 - North Fork San Gabriel River Relief\190055900-NFSGRR-BRGLY01.dgn
RicharCB
3/28/2024 2:29:21 PM

pw:\\stv-sw-pw.bentley.com:stv-sw-pw-01\Documents\Active Projects\WLSM1900559.00\8.00 Plans and Drawings\8.30 Cut Sheets\8.3.07 Bridge\BR #4 - North Fork San Gabriel River Relief\190055900-NFSGRR-BRGLY01.dgn

Proposed

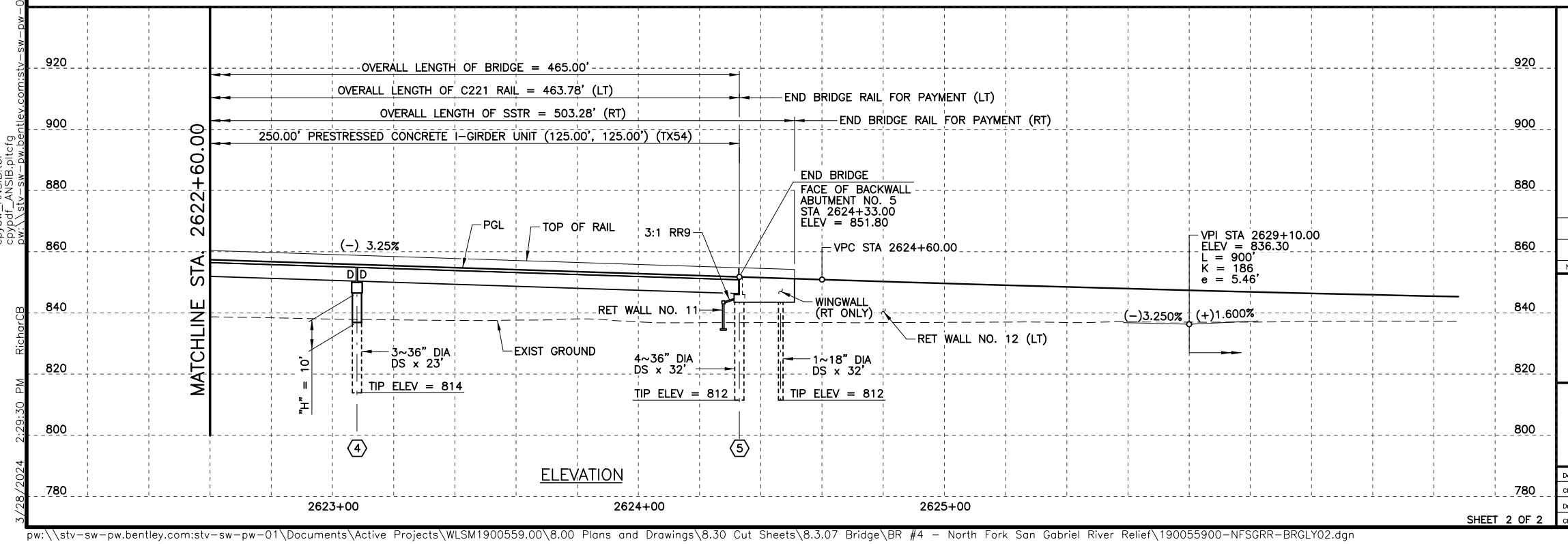


PLAN

1 EXTEND CONCRETE RIPRAP 2'-0" FROM FACE OF WINGWALL

20 10 0 20 40
SCALE FEET

HL93 LOADING



ELEVATION

SHEET 2 OF 2

THOMAS W. STEPHENSON
91178
LICENSED PROFESSIONAL ENGINEER
STATE OF TEXAS
03/28/2024

NO.	REVISION	BY	DATE

WILCO TEXAS

CP&Y an STV Company
TEXAS REGISTERED ENGINEERING FIRM F-1741

RONALD REAGAN BLVD.
BRIDGE LAYOUT
NORTH FORK SAN GABRIEL
RIVER RELIEF BRIDGE

Designed:	AA	FED. RD. DIV. NO.	STATE	PROJECT NO.				HIGHWAY NO.
Checked:	JAS	X	TEXAS					
Drawn:	ANK	DIST.	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.		SHEET NO.
Checked:	TWS		WILLIAMSON					412

EXHIBIT D1

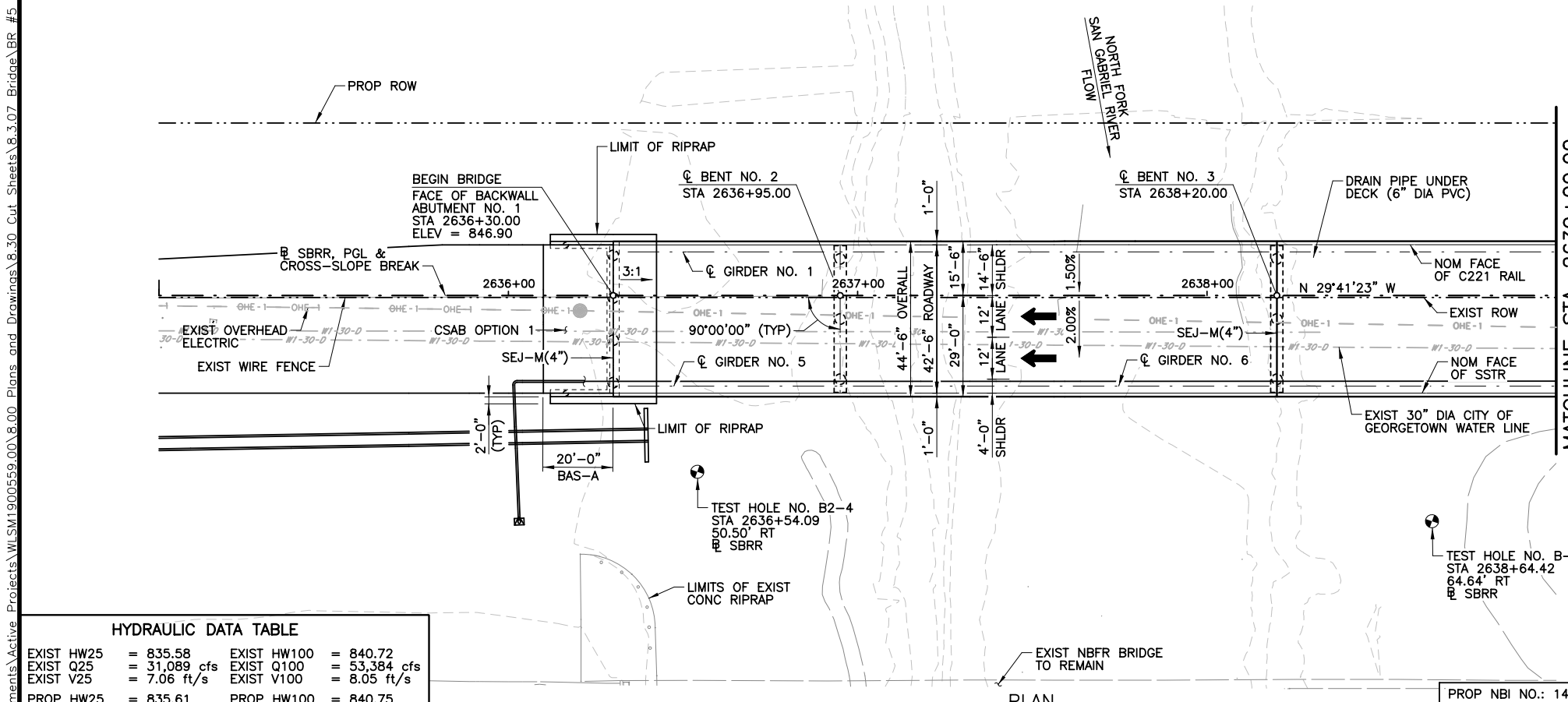
5 of 8

cpybw_ANSIB.tbl
cpyclr_ANSIB.pltcfg
pw:\\stv-sw-pw.bentley.com:stv-sw-pw-01\Documents\Active Projects\WLSM1900559.00\8.00 Plans and Drawings\8.30 Cut Sheets\8.3.07 Bridge\BR #4 – North Fork San Gabriel River Relief\190055900-NFSGRR-BRGLY01.dgn RichardCR 2:29:30 PM 3/28/2024

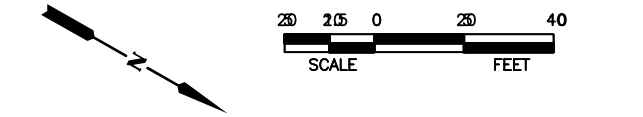
pw:\\stv-sw-pw.bentley.com:stv-sw-pw-01\Documents\Active Projects\WLSM1900559.00\8.00 Plans and Drawings\8.30 Cut Sheets\8.3.07 Bridge\BR #4 – North Fork San Gabriel River Relief\190055900-NFSGRR-BRGLY02.dgn

Proposed

EXHIBIT D1

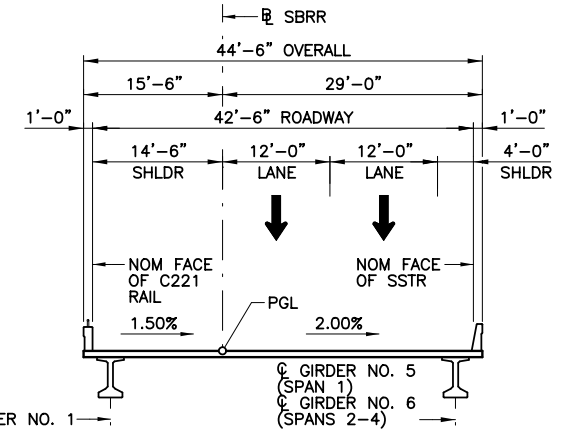


PLAN



GENERAL NOTES:

1. DESIGNED ACCORDING TO 2020 AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, 9TH EDITION (HL93 LOADING).
2. "D" DENOTES SLOTTED HOLE AT GIRDER ENDS. SEE BENT DETAILS FOR LOCATIONS OF DOWELS D.
3. THE "H" VALUE SHOWN ARE ESTIMATED COLUMN HEIGHT. CONTRACTOR IS RESPONSIBLE FOR CALCULATING ACTUAL COLUMN HEIGHTS BASED ON FIELD CONDITIONS.
4. SEE BRIDGE BORING LOG SHEET FOR GEOTECHNICAL INFORMATION.
5. USE OPTION 1 FOR CONFIGURATION OF CSAB BEHIND ABUTMENTS. SEE CSAB STANDARD FOR DETAILS.



TYPICAL TRANSVERSE SECTION

HYDRAULIC DATA TABLE

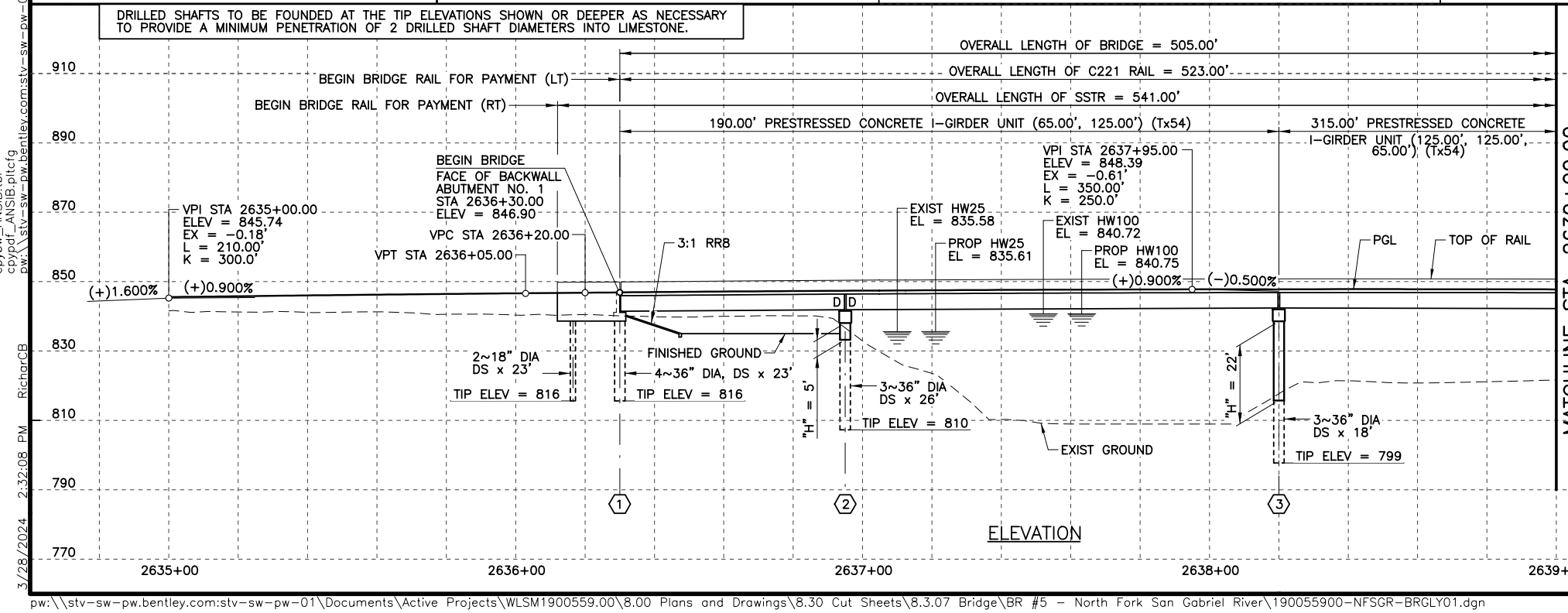
EXIST HW25	= 835.58	EXIST HW100	= 840.72
EXIST Q25	= 31,089 cfs	EXIST Q100	= 53,384 cfs
EXIST V25	= 7.06 ft/s	EXIST V100	= 8.05 ft/s
PROP HW25	= 835.61	PROP HW100	= 840.75
PROP Q25	= 31,089 cfs	PROP Q100	= 53,384 cfs
PROP V25	= 7.06 ft/s	PROP V100	= 7.98 ft/s
		LOW CHORD ELEV	= 840.80

ALL ABUTMENT AND BENT BEARINGS N 60°18'37" E

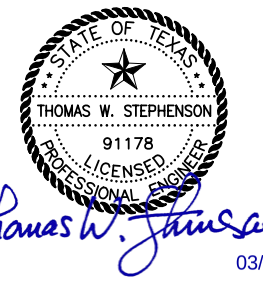
PROP NBI NO.: 14-246-AA99-53-016
FUNCTIONAL CLASSIFICATION: FREEWAY/ARTERIAL
DESIGN SPEED: 70 MPH
ADT (2019) : 17,791
ADT (2043) : 39,800

HL93 LOADING

DRILLED SHAFTS TO BE FOUNDED AT THE TIP ELEVATIONS SHOWN OR DEEPER AS NECESSARY TO PROVIDE A MINIMUM PENETRATION OF 2 DRILLED SHAFT DIAMETERS INTO LIMESTONE.



ELEVATION



03/28/2024

NO.	REVISION	BY	DATE

WILCO TEXAS

CP&Y an STV Company
TEXAS REGISTERED ENGINEERING FIRM F-1741

RONALD REAGAN BLVD.
BRIDGE LAYOUT
NORTH FORK
SAN GABRIEL RIVER BRIDGE

Designed:	AA	FED. RD. DIV. NO.	STATE	PROJECT NO.				HIGHWAY NO.
Checked:	JAS	X	TEXAS					
Drawn:	ANK	DIST.	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.		SHEET NO.
Checked:	TWS		WILLIAMSON					424

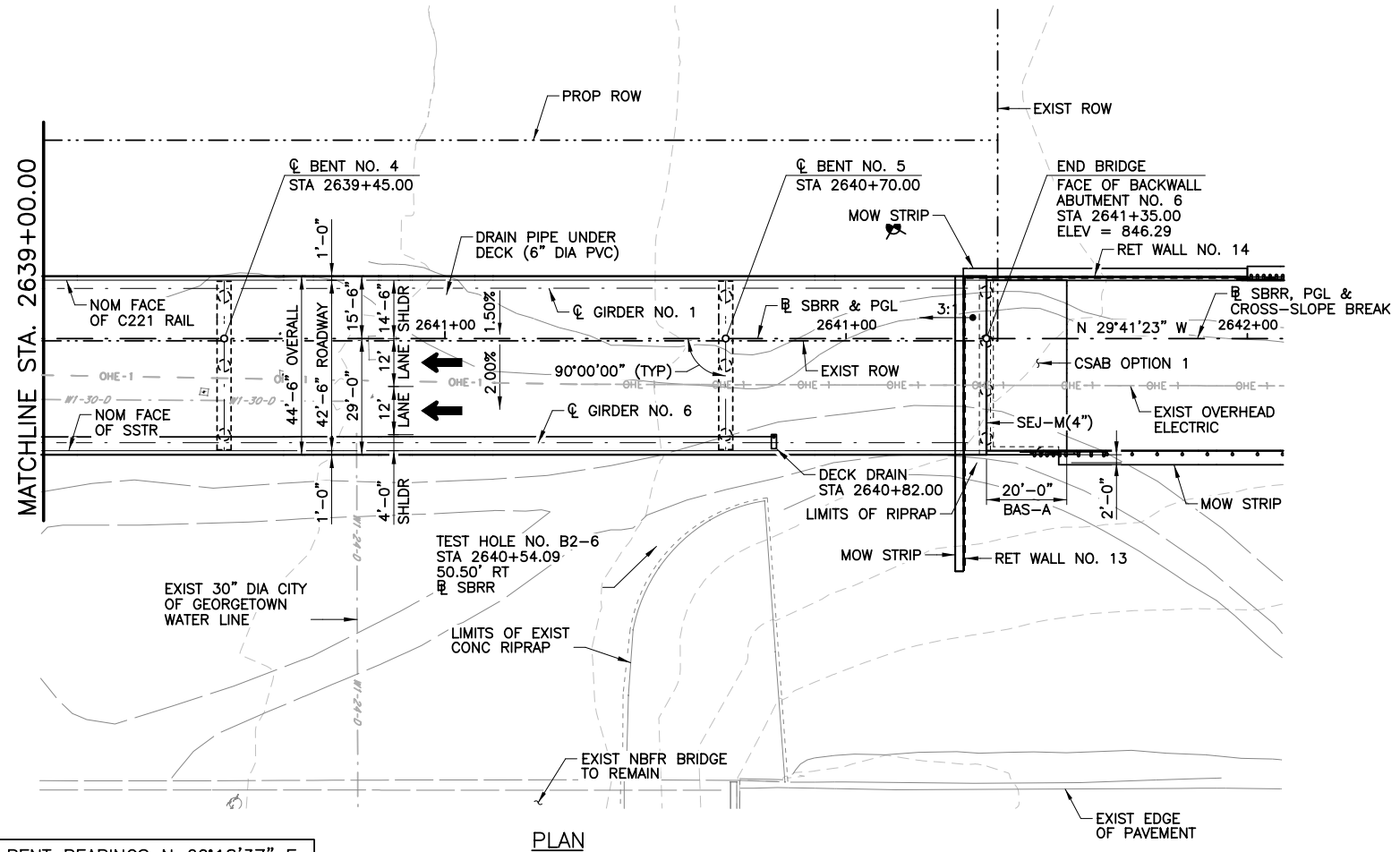
SHEET 1 OF 2

cpybw_ANSIB.tbl
cpypc_ANSIB.pltcfg
pw:\\stv-sw-pw.bentley.com:stv-sw-pw-01\Documents\Active Projects\WLSM1900559.00\8.00 Plans and Drawings\8.30 Cut Sheets\8.3.07 Bridge\BR #5 - North Fork San Gabriel River\190055900-NFSGR-BRGLY01.dgn
3/28/2024 2:32:08 PM RicharCB

6 of 8

Proposed

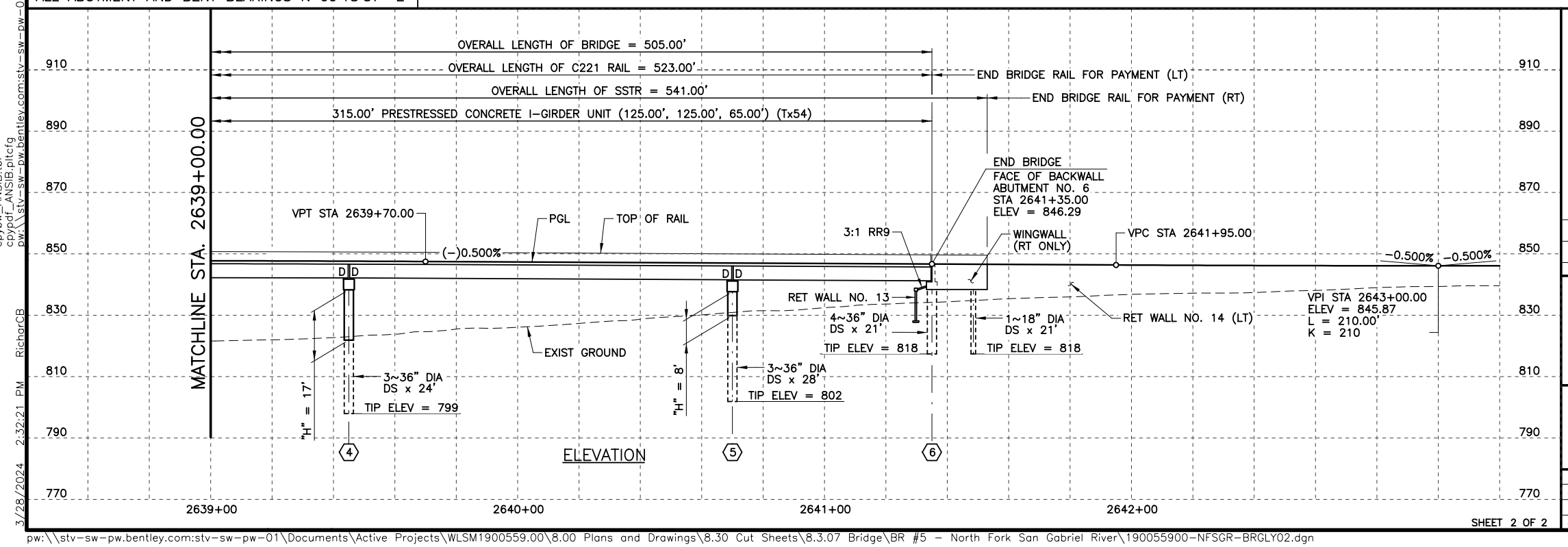
EXHIBIT D1



PLAN

ALL ABUTMENT AND BENT BEARINGS N 60°18'37" E

HL93 LOADING



ELEVATION

SHEET 2 OF 2

STATE OF TEXAS
THOMAS W. STEPHENSON
91178
LICENSED
PROFESSIONAL ENGINEER
03/28/2024

NO.	REVISION	BY	DATE

WILCO TEXAS

CP&Y an STV Company
TEXAS REGISTERED
ENGINEERING FIRM F-1741

RONALD REAGAN BLVD.
BRIDGE LAYOUT
NORTH FORK
SAN GABRIEL RIVER BRIDGE

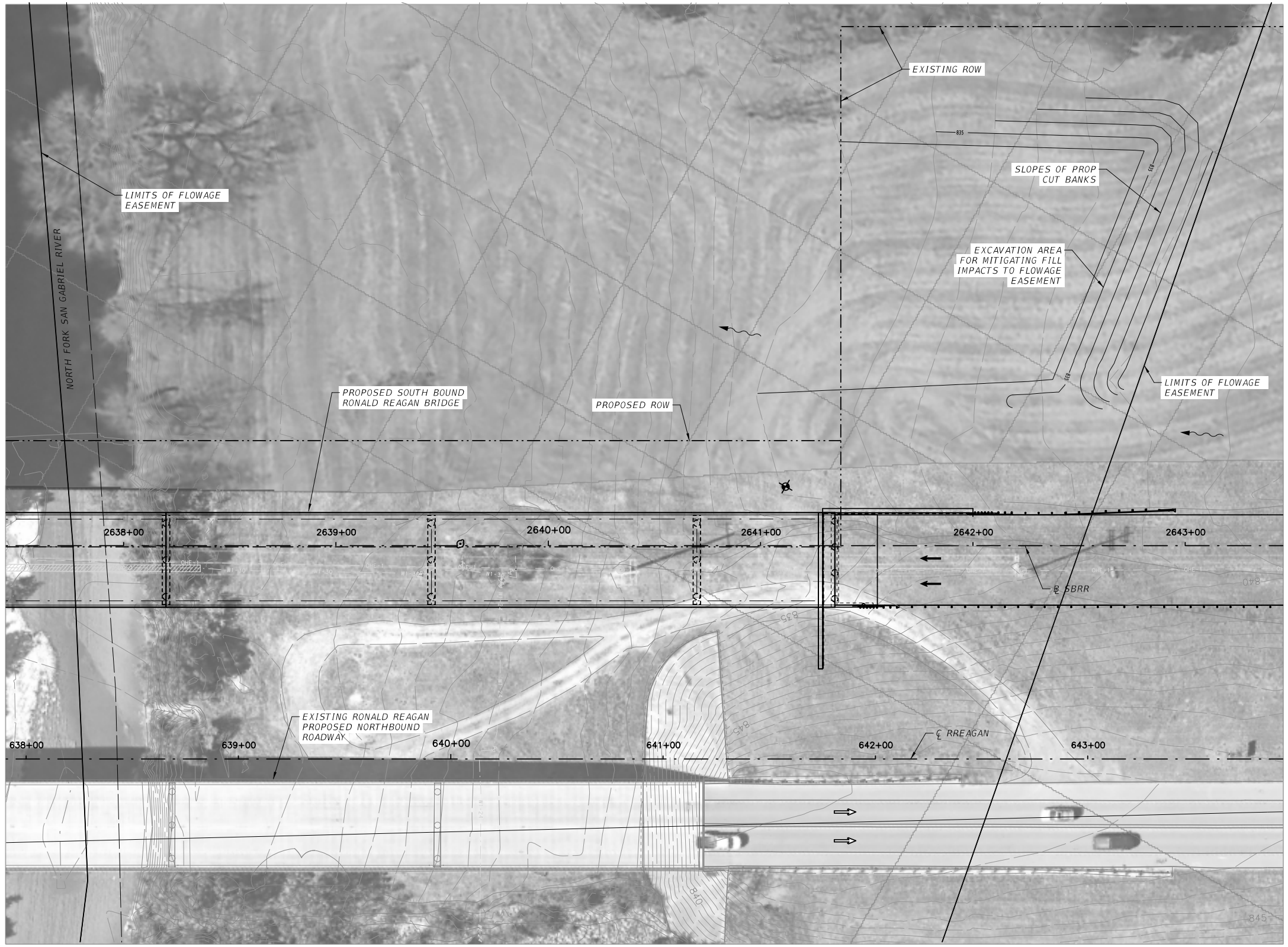
Designed:	AA	FED. RD. DIV. NO.	STATE	PROJECT NO.				HIGHWAY NO.
Checked:	JAS	X	TEXAS					
Drawn:	ANK	DIST.	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.		SHEET NO.
Checked:	TWS		WILLIAMSON					425

7 of 8

cpybw_ANSIB.tbl
cpyctf_ANSIB.pltcfg
pw:\\stv-sw-pw.bentley.com:stv-sw-pw-01\Documents\Active Projects\WLSM1900559.00\8.00 Plans and Drawings\8.30 Cut Sheets\8.3.07 Bridge\BR #5 - North Fork San Gabriel River\190055900-NFSGR-BRGLY01.dgn
3/28/2024 2:32:21 PM RicharCB

pw:\\stv-sw-pw.bentley.com:stv-sw-pw-01\Documents\Active Projects\WLSM1900559.00\8.00 Plans and Drawings\8.30 Cut Sheets\8.3.07 Bridge\BR #5 - North Fork San Gabriel River\190055900-NFSGR-BRGLY02.dgn

Proposed



N

25 12.5 0 25 50

SCALE FEET

HORIZ.

STATE OF TEXAS
ANTHONY J. SERDA
106300
LICENSED
PROFESSIONAL ENGINEER

NO.	REVISION	BY	DATE

WILCO TEXAS

CP&Y an STV Company
TEXAS REGISTERED ENGINEERING FIRM F-1741

RONALD REAGAN BLVD.

FLOWAGE EASEMENT MITIGATION GRADING PLAN

Designed:	CPY	FED. RD. DIV. NO.	STATE	PROJECT NO.				HIGHWAY NO.
Checked:	CPY	X	TEXAS					
Drawn:	CPY	DIST.	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.		SHEET NO.
Checked:	CPY		WILLIAMSON					275

EXHIBIT D1

8 of 8

cpybw ANSIB.tbl
cpycfg ANSIB.pltcfg
pw:\\stv-sw-pw.bentley.com:stv-sw-pw-01\Documents\Active Projects\WLSM1900559.00\8.00 Plans and Drawings\8.30 Cut Sheets\8.3.05 Drainage\1900559_DR_Flowage Easement Mitigation Grading Plan.dgn KlocinAN 11:33:02 AM 1/2/2025

pw:\\stv-sw-pw.bentley.com:stv-sw-pw-01\Documents\Active Projects\WLSM1900559.00\8.00 Plans and Drawings\8.30 Cut Sheets\8.3.05 Drainage\1900559_DR_Flowage Easement Mitigation Grading Plan.dgn

Excavation/Fill Calculations

13809 Research Blvd., Suite 300
Austin, TX 78750
o. 512.349.0700 | f. 512.349.0727
stvinc.com

Ronald Reagan Improvement Project

Cut and Fill Calculations Summary Report

Proposed fill impacts: **-8241 CY**

These materials (bridge piers, riprap, retaining walls, and earth) are being added between the bridges, at the bridge approaches, and from the proposed riprap-lined ditch for the Ronald Reagan roadway crossing the North Fork San Gabriel River. Negative number represents a loss in floodplain storage due to proposed fill compared to existing conditions. Major proposed fill elements detailed in table below.

Proposed Element	Floodplain Volume Differential	Station Limits
Bridge Piers Fill (estimate)	-207 CY	Main Bridge 2637+80 to 2641+00
Riprap	-99 CY	2641+11 to 2642+00
Retaining Walls	-19 CY	2641+30 to 2642+00
Embankment	-2815 CY	Full Xsection 2641+30 to 2642+00
Embankment	-5101 CY	See Consent Letter
Total Project Fill Impacts	**-8241 CY**	

Compensatory cut: **9980 CY**

These materials (earth) are being removed from the proposed ditch grading along Ronald Reagan and grading designated in the ROW "bubble-out" near Station 2542+00 in the northwest corner of Ronald Reagan and the North Fork San Gabriel River. Earthwork excavation within flowage easement since adoption. The positive number represents an increase in floodplain storage.

Proposed Element	Floodplain Volume Differential	Station Limits
Embankment Cut	464 CY	Full Xsection 2641+30 to 2642+00
Embankment Cut	1875 CY	Excavation/Cut per Grading Plan
Embankment Cut	7641 CY	See Consent Letter
Total Project Cut Impacts	**9980 CY**	

EXHIBIT E1

Excavation/Fill Calculations

13809 Research Blvd., Suite 300
Austin, TX 78750
o. 512.349.0700 | f. 512.349.0727
stvinc.com

Net change in floodplain storage: **1739 CY**

The net increase in floodplain storage indicates the required mitigation for proposed flowage easement impact has been provided.

	Floodplain Volume Differential	
Total Project Fill Impacts	**-8241 CY**	
Total Project Cut Impacts	**9980 CY**	
Total Net Change	**1739 CY**	

All proposed grading shall take place within the limits of the flowage easement consent area.

Commissioners Court - Regular Session **77.**

Meeting Date: 06/03/2025

Ronald Reagan Boulevard, Segment D-1 THC Antiquities Permit Application

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding an Antiquities Permit Application to the Texas Historical Commission (THC), required as part of the Due Diligence Environmental Investigation on the Ronald Reagan Boulevard, Segment D-1 project, a 2023 Road Bond project in Commissioner Precinct 2. Project: P673.

Background

The permit requests the approval of an intensive archaeological pedestrian survey with subsurface testing required by the Texas Historical Commission (THC) on Ronald Reagan Boulevard, Segment D-1 project. No investigations will take place until a permit is received from the Texas Historical Commission. Portions of the attached application have been redacted prior to placement on the court agenda, to protect restricted information. Redacted information will be included in the application to the Texas Historical Commission.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Ronald Reagan Boulevard, Segment D-1 THC Antiquities Permit Application

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	05/29/2025 11:25 AM
Form Started By: Marie Walters		Started On: 05/22/2025 01:34 PM
Final Approval Date: 05/29/2025		

TEXAS HISTORICAL COMMISSION

ANTIQUITIES PERMIT APPLICATION FORM ARCHEOLOGY

GENERAL INFORMATION

I. PROPERTY TYPE AND LOCATION

Project Name (and/or Site Trinomial) Ronald Reagan Blvd. Widening Segment D-1
County (ies) Williamson
USGS Quadrangle Name and Number Leander NE, 3097_324
UTM Coordinates Zone 14R E 614731 N 3401427
Location Ronald Reagan Blvd from CR 248 to CR 245
Federal Involvement ❑ Yes ☑ No
Name of Federal Agency
Agency Representative

II. OWNER (OR CONTROLLING AGENCY)

Owner Williamson County
Representative Judge Steven Snell
Address 710 Main Street
City/State/Zip Georgetown, TX 7866
Telephone (include area code) (512) 943-1550 Email Address steve.snell@wilcotx.gov

III. PROJECT SPONSOR (IF DIFFERENT FROM OWNER)

Sponsor
Representative
Address
City/State/Zip
Telephone (include area code) Email Address

PROJECT INFORMATION

I. PRINCIPAL INVESTIGATOR (ARCHEOLOGIST)

Name Karl Kibler
Affiliation aci environmental consulting
Address 1001 Mopac Circle
City/State/Zip Austin, Texas 78746
Telephone (include area code) 512--347-9000 Email Address KKibler@aci-group.net

ANTIQUITIES PERMIT APPLICATION FORM (CONTINUED)

II. PROJECT DESCRIPTION

Proposed Starting Date of Fieldwork June 16, 2025
Requested Permit Duration 5 Years 0 Months (1 year minimum)
Scope of Work (Provided an Outline of Proposed Work) See attached Scope of Work

III. CURATION & REPORT

Temporary Curatorial or Laboratory Facility aci environmental consulting
Permanent Curatorial Facility TARL

IV. LAND OWNER'S CERTIFICATION

I, Steven Snell, County Judge, as legal representative of the Land Owner,
Williamson County, do certify that I have reviewed the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Owner, Sponsor, and Principal Investigator are responsible for completing the terms of the permit.
Signature _____ Date _____

V. SPONSOR'S CERTIFICATION

I, _____, as legal representative of the Sponsor, _____, do certify that I have review the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Sponsor, Owner, and Principal Investigator are responsible for completing the terms of this permit.
Signature _____ Date _____

VI. INVESTIGATOR'S CERTIFICATION

I, Karl Kibler, as Principal Investigator employed by aci environmental consulting (Investigative Firm), do certify that I will execute this project according to the submitted plans and research design, and will not conduct any work prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Principal Investigator (and the Investigative Firm), as well as the Owner and Sponsor, are responsible for completing the terms of this permit.
Signature Karl Kibler Date 5/15/2025

Principal Investigator must attach a research design, a copy of the USGS quadrangle showing project boundaries, and any additional pertinent information. Curriculum vita must be on file with the Archeology Division.

FOR OFFICIAL USE ONLY

Reviewer _____ Date Permit Issues _____
Permit Number _____ Permit Expiration Date _____
Type of Permit _____ Date Received for Data Entry _____

Texas Historical Commission
Archeology Division
P.O. Box 12276, Austin, TX 78711-2276
Phone 512-463-6096
thc.texas.gov

TEXAS HISTORICAL COMMISSION
real places telling real stories
thc.texas.gov

Kevin Ramberg
Principal Ecologist, COO
1001 Mopac Circle
Austin, TX 78746
aci environmental consulting
aci-consulting.net
Austin Denver

Scope of Work – Texas Historical Commission Antiquities Permit Application for the Intensive Cultural Resources Survey for the proposed Ronald Reagan Blvd. Widening Segment D-1 Project in Williamson County, Texas.

1.0 PROJECT DESCRIPTION

This scope of work is submitted to the Texas Historical Commission (THC) as part of a Texas Antiquities Permit Application for the proposed Ronald Reagan Boulevard (Blvd.) Widening Segment D-1 (project) located in Williamson County, Texas (Figure 1 and Figure 2).

The project is anticipated to be locally sponsored and funded by Williamson County and will involve ground disturbing activities on public land. For this reason, compliance with the Antiquities Code of Texas (9 TNR 191) and associated Rules of Practice and Procedure (13 TAC 26) is required. No federal involvement, including funding, permitting, or approval, is anticipated for the proposed project; therefore, Section 106 of the National Historic Preservation Act (NHPA) of 1966, as amended, would not apply.

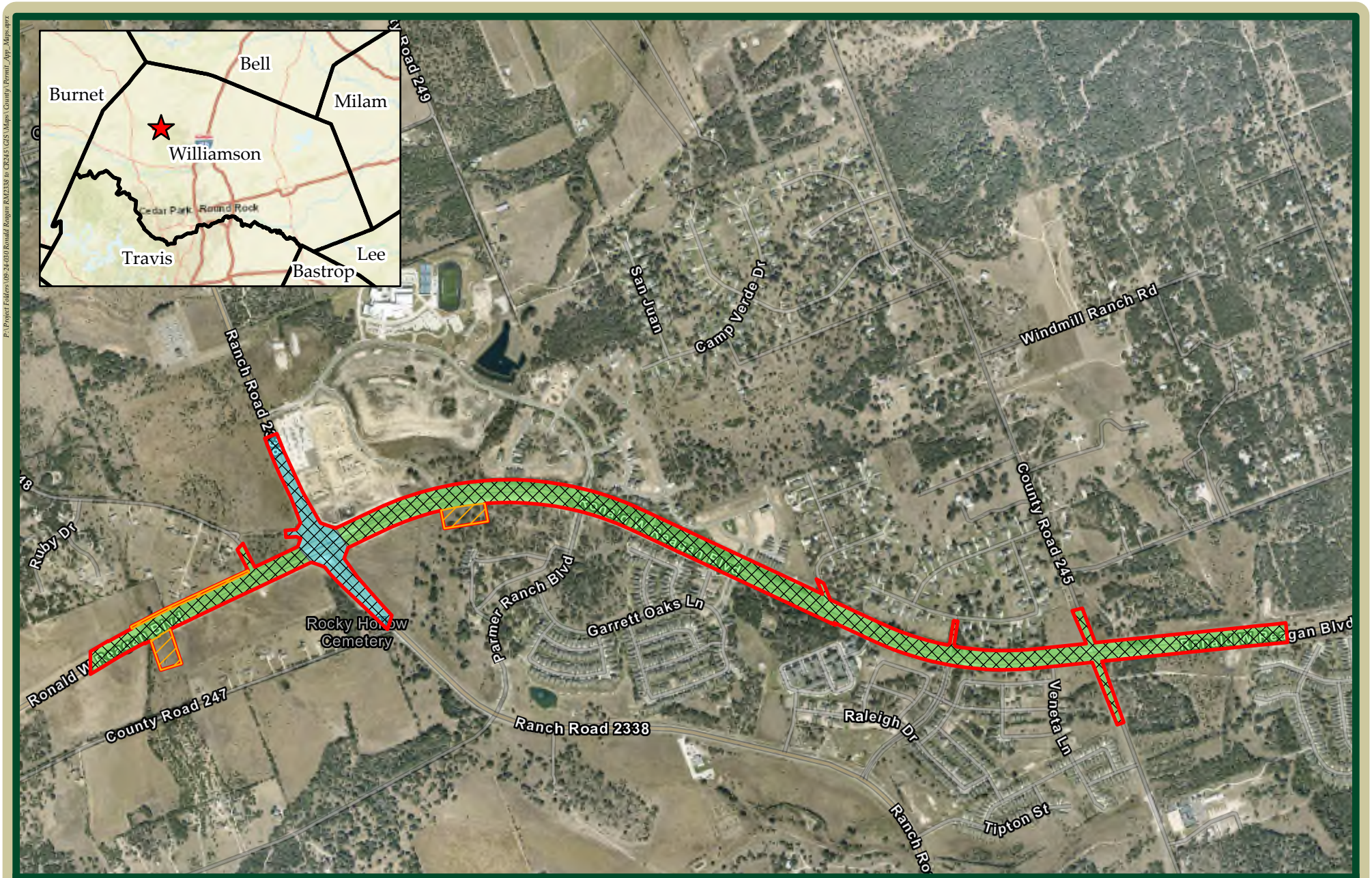
The proposed project would widen the existing two-lane undivided Ronald Reagan Blvd. roadway to a four-lane divided roadway. The project is also anticipated to include construction of intersection improvements, including turn lanes and a new bridge paralleling the existing overpass bridge, within Texas Department of Transportation (TxDOT) right of way (ROW) at the intersection of Ronald Reagan Blvd. and RM 2338.

The project area consists of the limits of all proposed ground disturbing activities. The project area is located along Ronald Reagan Blvd. from approximately 0.56 mile west of Ranch to Market Road (RM) 2338 to approximately 0.41 mile east of County Road (CR) 245 and along RM 2338 from approximately 0.21 mile south of Ronald Reagan Blvd. to approximately 0.26 mile north of Ronald Reagan Blvd. The proposed project is approximately 2.8 miles long, beginning approximately 0.56 mile west of RM 2338 and ending approximately 0.41 mile east of County Road (CR) 245. The project area, totaling approximately 98.8 ac (40.0 ha), includes 79.9 ac (32.3 ha) of existing Williamson County

ROW, 13.2 ac (5.3 ha) of existing TxDOT ROW, and 5.7 ac (2.3 ha) of proposed Williamson County ROW. The proposed ROW for the project includes a strip approximately 0.28 mile long and approximately 30 feet wide along the north edge of the existing Ronald Reagan Blvd ROW east of RM 2338 and two areas for detention ponds south of the existing Ronald Reagan Blvd. ROW, measuring approximately 380 ft (116 m) north-south by 260 ft (79 m) east-west and 220 ft (67 m) north-south by 530 ft (162 m) east-west (see Figure 1). The maximum depth of impacts for the project is unknown but anticipated to be greater than 14 ft. (4.2m)

The existing Ronald Reagan Blvd. ROW was previously surveyed by SWCA in 2007 (Permits #4381 and #4475) prior to construction of the existing Ronald Reagan Blvd. roadway and in anticipation of future road expansions. However, the new ROW for the currently proposed project was not anticipated or surveyed at that time. Therefore, aci environmental consulting proposes to survey the new ROW, totaling 5.7 ac (2.3 ha). The proposed survey would exclude the existing County and TxDOT ROW which has been previously surveyed and appears to have been extensively disturbed by vegetation clearing, road construction, roadside drainage improvements and the installation of buried utilities.

In this scope of work, **aci environmental consulting** proposes to conduct intensive pedestrian survey augmented by shovel testing within the proposed new ROW. The archeological survey for the project will be conducted in compliance with the Antiquities Code of Texas. The investigation will consist of an intensive pedestrian survey, shovel testing, and site recording, including a site revisit to previously recorded archeological site 41WM1161. Recorded sites will be evaluated and assessed for designation as a State Antiquities Landmark (SAL) and for listing on the National Register of Historic Places (NRHP). Fieldwork and reporting will be conducted in accordance with current THC and Council of Texas Archeologists (CTA) standards. Karl Kibler will serve as the project's Principal Investigator. Records from this investigation will be curated at the Texas Archeological Research Laboratory (TARL) at the University of Texas in Austin.

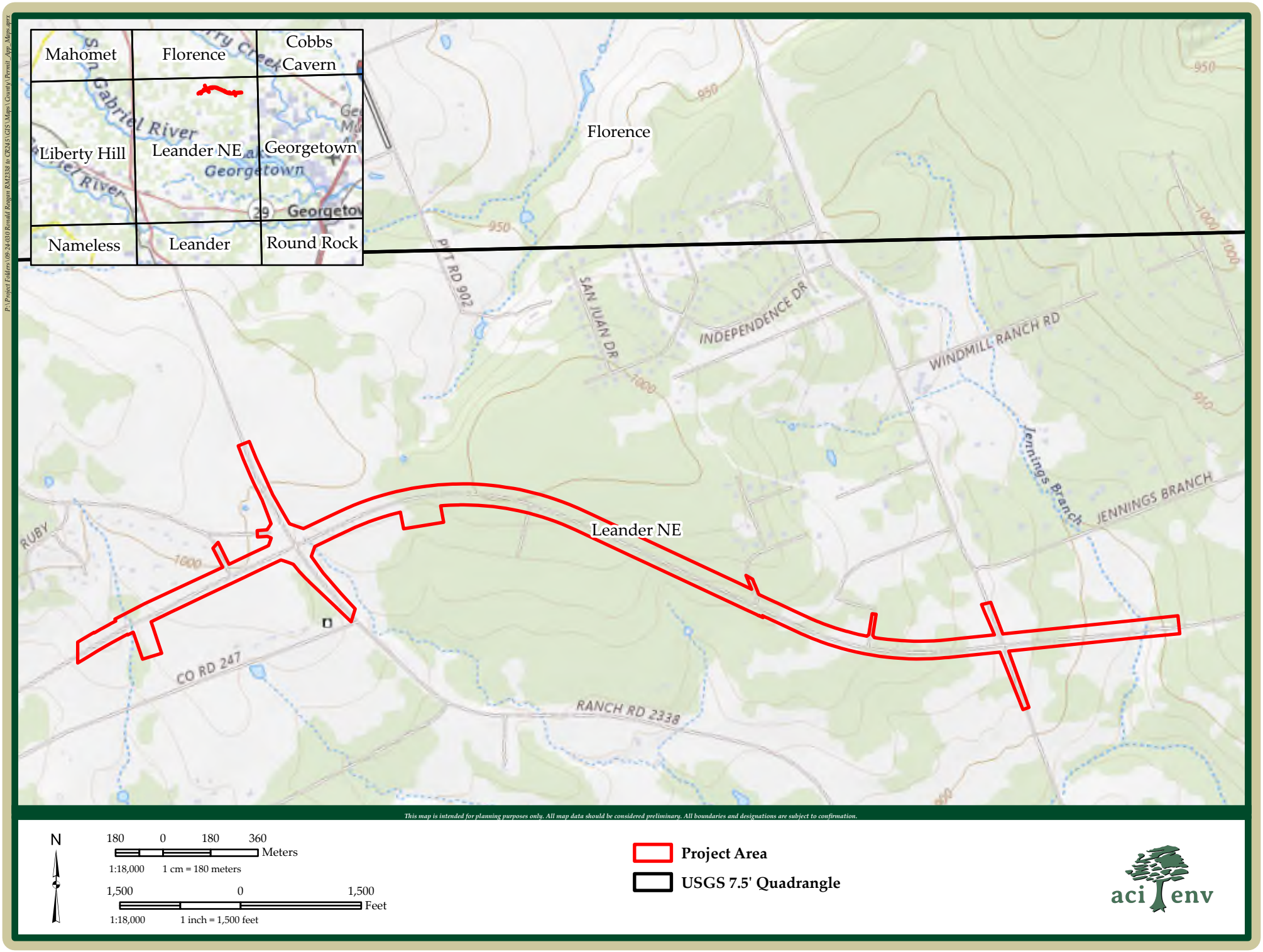


Ronald Reagan Blvd. Widening Segment D-1

Figure 1. Project Area on Aerial Photography

aci Project No.: 09-24-030

May 2025



Ronald Reagan Blvd. Widening Segment D-1

aci Project No.: 09-24-030

Figure 2. Project Area on *Leander NE* 7.5-Minute Topographic Quadrangle (USGS The National Map 2025)

May 2025

2.0 ENVIRONMENTAL SETTING

2.1 Physiography

The proposed project is located within the *Leander NE* U.S. Geologic Survey (USGS) 7.5-minute topographic quadrangle (USGS 2025a) (see Figure 2). The project area is situated on a dissected upland plain setting, crossing multiple interfluve ridges. Three streams, Jennings Branch and two unnamed tributaries, and several drainages appear to cross the project area, all draining roughly perpendicular to the project area from north to south. The project area ranges in elevation from approximately 890 ft above mean sea level (MSL) to 1000 ft above MSL.

The project area is located within the Edwards Plateau Level III and Cross Timbers Level III ecological regions of Texas, and more specifically within the Balcones Canyonlands Level IV and Limestone Cut Plain Level IV ecological regions (Griffith et al. 2007).

Vegetation types typical of the Balcones Canyonlands include riparian areas, oak savanna, and upland woodlands. Vegetation found in these areas historically included but was not limited to: Texas oak (*Quercus buckleyi*), plateau live oak (*Q. fusiformis*), Vasey oak (*Quercus vaseyana*), Texas persimmon (*Diospyros texana*), Ashe juniper (*Juniperus asheii*), cedar elm (*Ulmus crassifolia*), little bluestem (*Schizachyrium scoparium*), yellow Indiangrass (*Sorghastrum nutans*), sideoats grama (*Boutelous curtipendula*), Texas wintergrass (*Nassella leucotricha*), threeawns (*Aristida sp*.), bald cypress (*Taxodium distichum*), American sycamore (*Platanus americanus*), black willow (*Salix nigra*), slippery elm (*Ulmus rubra*), Ohio buckeye (*Aesculus glabra*), boxelder (*Acer negundo*), bigtooth maple (*Acer grandidentatum*), and Carolina basswood (*Tilia caroliniana*).

The Limestone Cut Plain has flatter topography, lower drainage density, and a more open woodland character than the Balcones Canyonlands. The historic vegetation of the Limestone Cut Plain was like that of the Balcones Canyonlands. Vegetation historically included but was not limited to: post oak (*Quercus stellata*), white shin oak (*Quercus*

sinuata var. breviloba), cedar elm (*Ulmus crassifolia Nutt.*), Texas ash (*Fraxinus albicans*), plateau live oak (*Quercus fusiformis*), and bur oak (*Quercus macrocarpa*) are prevalent. Grasses include big bluestem (*Andropogon gerardi*), little bluestem (*Schizachyrium scoparium*), yellow Indiangrass (*Sorghastrum nutans*), silver bluestem (*Bothriochloa laguroides*), Texas wintergrass (*Nassella leucotricha*), tall dropseed (*Sporobolus compositus*), sideoats grama (*Bouteloua curtipendula*), and common curlymesquite (*Hilaria belangeri*).

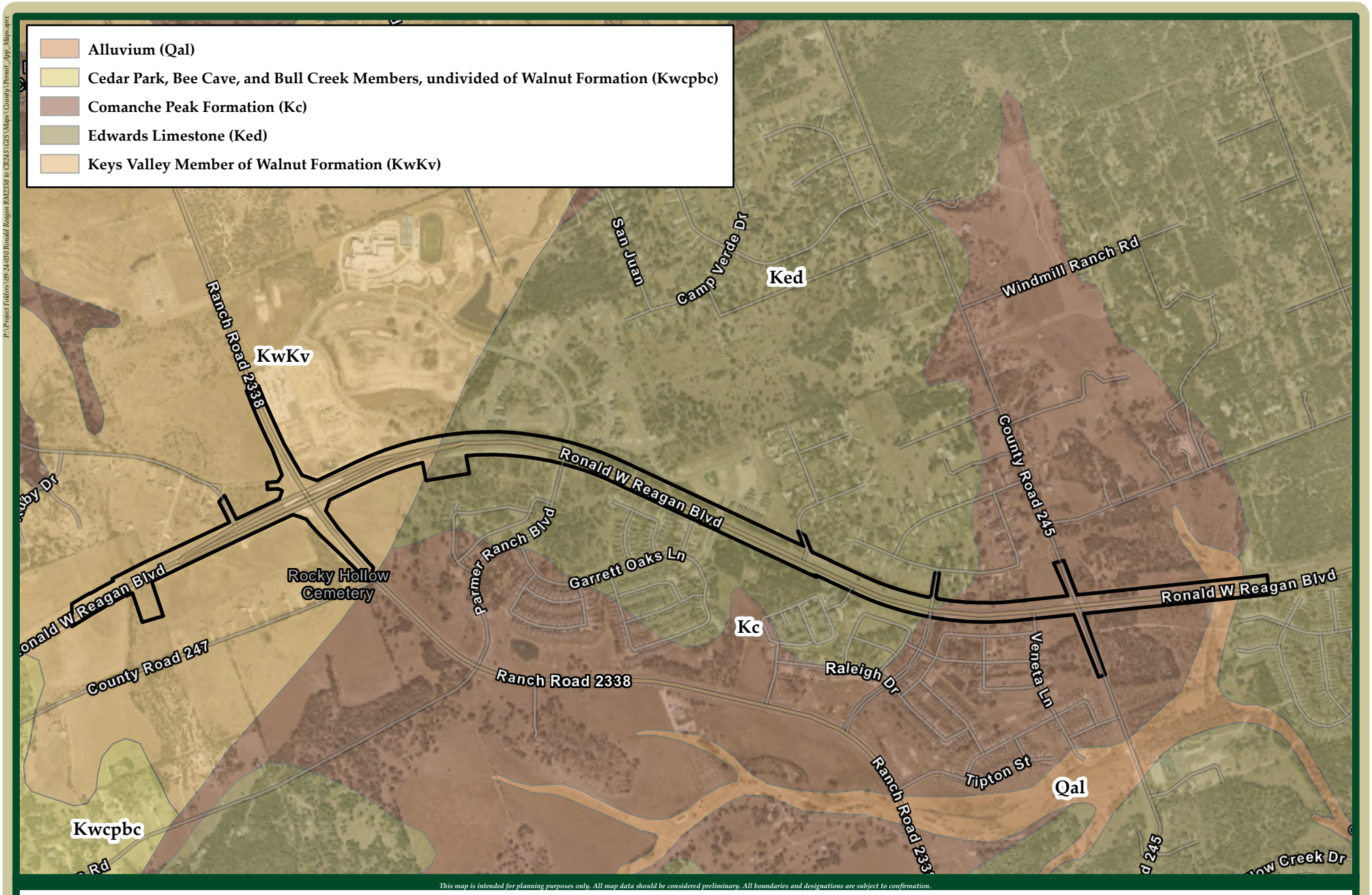
2.2 Geology

According to the United States Geological Survey (USGS) Texas Geology Web Map, the project area is underlain by four rock units (USGS 2025b) (Figure 3). The rock units are described as follows:

1. Keys Valley Member of Walnut Formation (KwKv)
"soft, white, marine megafossils include *Exogyra texana, Gryphaea mucronate,* and pelecypods, ammonites, gastropods, and echinoids; thickness up to 50 feet, feathers out southward near Williamson-Travis County line."

2. Alluvium (Qal)
"Floodplain deposits, including indistinct low terrace deposits clay, silt, sand, and gravel; silty and clay, calcareous to surface, dark gray to dark brown; sand largely quartz; gravel siliceous, mostly chert, quartzite, limestone, and petrified wood, along Colorado River much igneous and metamorphic rock, probably mostly reworked from terrace deposits; fluviatile morphology well preserved with point bars, oxbows and abandoned channel segments."

3. Comanche Peak Formation (Kc)
"fine to very find grained, fairly hard, nodular, light gray, weathers white, extensively burrowed, burrow fillings slightly coarser and darker, typically crops out in scarp face beneath Edwards Limestone; thickness up to 80 feet, feathers out southward near Williamson-Travis County line."



Ronald Reagan Blvd. Widening Segment D-1

aci Project No.: 09-24-030

Figure 3. Surface Geology

May 2025

4. Edwards Limestone (Ked)

"limestone, dolomite, and chert; limestone aphanitic to fine grained, massive to thin bedded, hard, brittle, in part rudistid biostromes, much miliolid biosparite; dolomite fine to very vine grained, porous, medium gray to grayish brown; chert, nodules and plates common, varies in amount from bed to bed, some intervals free of chert, mostly white to light gray; in zone of weathering considerably recrystallized, "honeycombed," and cavernous forming an aquifer; forms flat areas and plateaus bordered by scarps; thickness 60-350 feet thins northward."

2.2 Soils

According to the Natural Resource Conservation Service (NRCS) United States Department of Agriculture (USDA) Web Soil Survey (SSS 2025a), the project area intersects eight soil map units. The eight soil map units primarily consist of soils from six recognized soil series (Figure 4). The six primary soil series are described as follows (SSS 2025b):

1. Brackett

   "The Brackett series consists of shallow to paralithic bedrock, well drained soils formed in residuum weathered from limestone of Cretaceous age, mainly from the Glen Rose formation. These nearly level to very steep soils are located on backslopes of ridges on dissected plateaus of the Edwards Plateau."

2. Denton

   "The Denton series consist of deep, well drained, slowly permeable soils that formed in clayey materials over residuum weathered from limestone bedrock of lower Cretaceous age. These nearly level or gently sloping soils are on backslopes and footslopes of ridges."

3. Doss

   "The Doss series consists of shallow to weakly cemented limestone, well drained, moderately slow permeable soils that formed in calcareous loamy and clayey residuum derived from marls and limestone. These very gently to moderately sloping soils occur on hill slopes on dissected plateaus. "

4. Eckrant

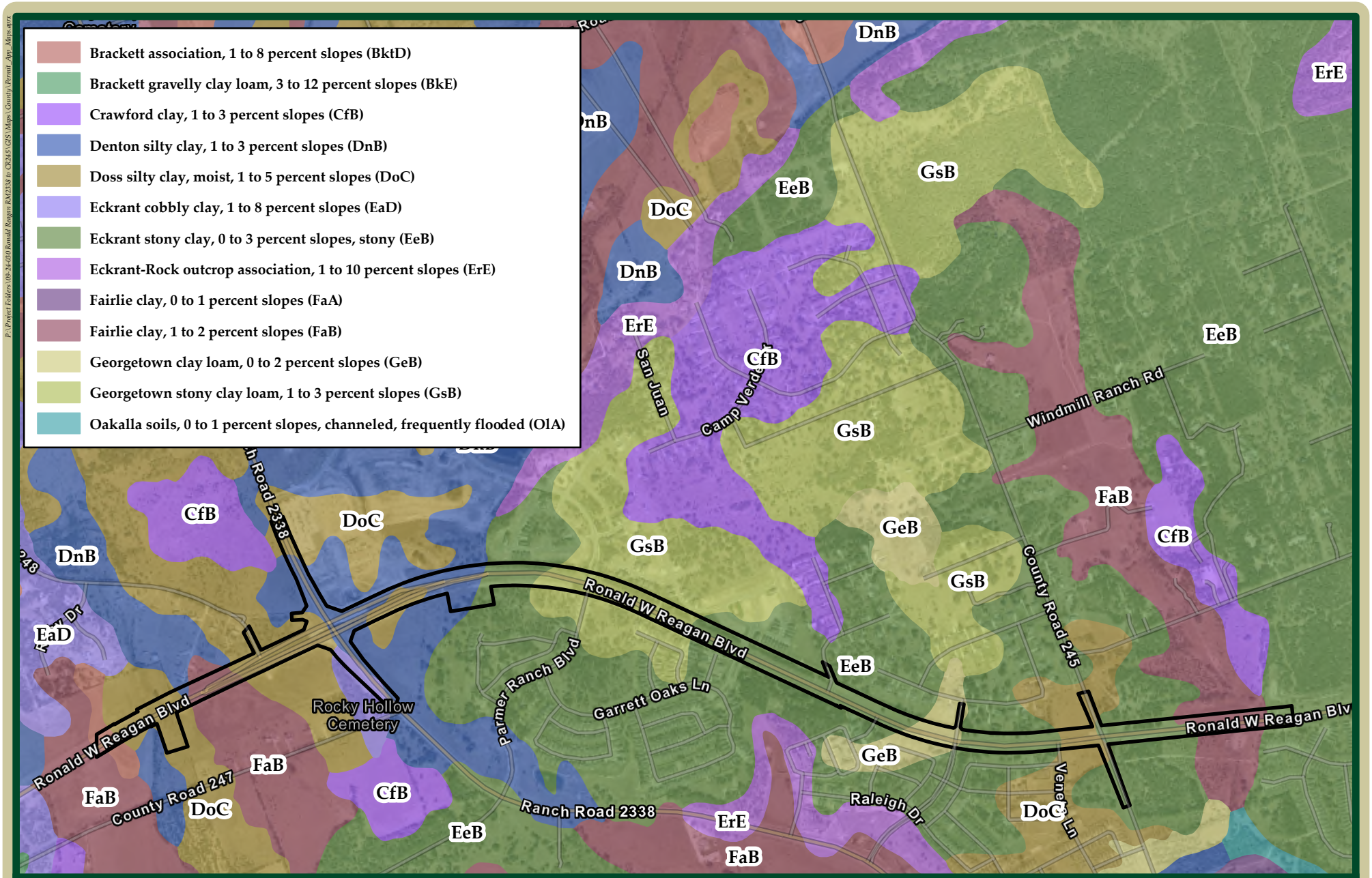
   The Eckrant series consists of well drained, moderately slowly permeable soils that are very shallow to shallow over indurated limestone bedrock. These nearly level to very steep soils formed in residuum derived from limestone and occur on summits, shoulders, and backslopes of ridges on dissected plateaus.

5. Fairlie

   The Fairlie series consists of deep, moderately well drained, very slowly permeable soils. These nearly level to gently sloping soils formed in residuum weathered from the austin chalk formation and occur on footslopes and toeslopes of upland ridges.

6. Georgetown

"The Georgetown series consists of moderately deep, well drained, very slowly permeable soils that have formed over indurated limestone of Cretaceous age. These soils occur on nearly level to very gently sloping dissected plateaus."



Ronald Reagan Blvd. Widening Segment D-1

aci Project No.: 09-24-030

Figure 4. Soils Map Units

May 2025

3.0 GEOARCHEOLOGICAL POTENTIAL OF SOILS

Two geoarcheological models, the Automated Archeological Integrity Model of Texas (AAIMT) (Abbott 2013) and the TxDOT Austin District Hybrid Potential Archeological Liability Map (HPALM) (Abbott & Plekta 2014), were consulted to assess the potential of soils within the project area to preserve buried intact prehistoric deposits. According to the AAIMT, the majority of soils have a low potential to preserve buried intact prehistoric deposits throughout the project area. According to the HPALM, the majority of the project area has a low to moderate potential to preserve intact prehistoric deposits buried at any depth.

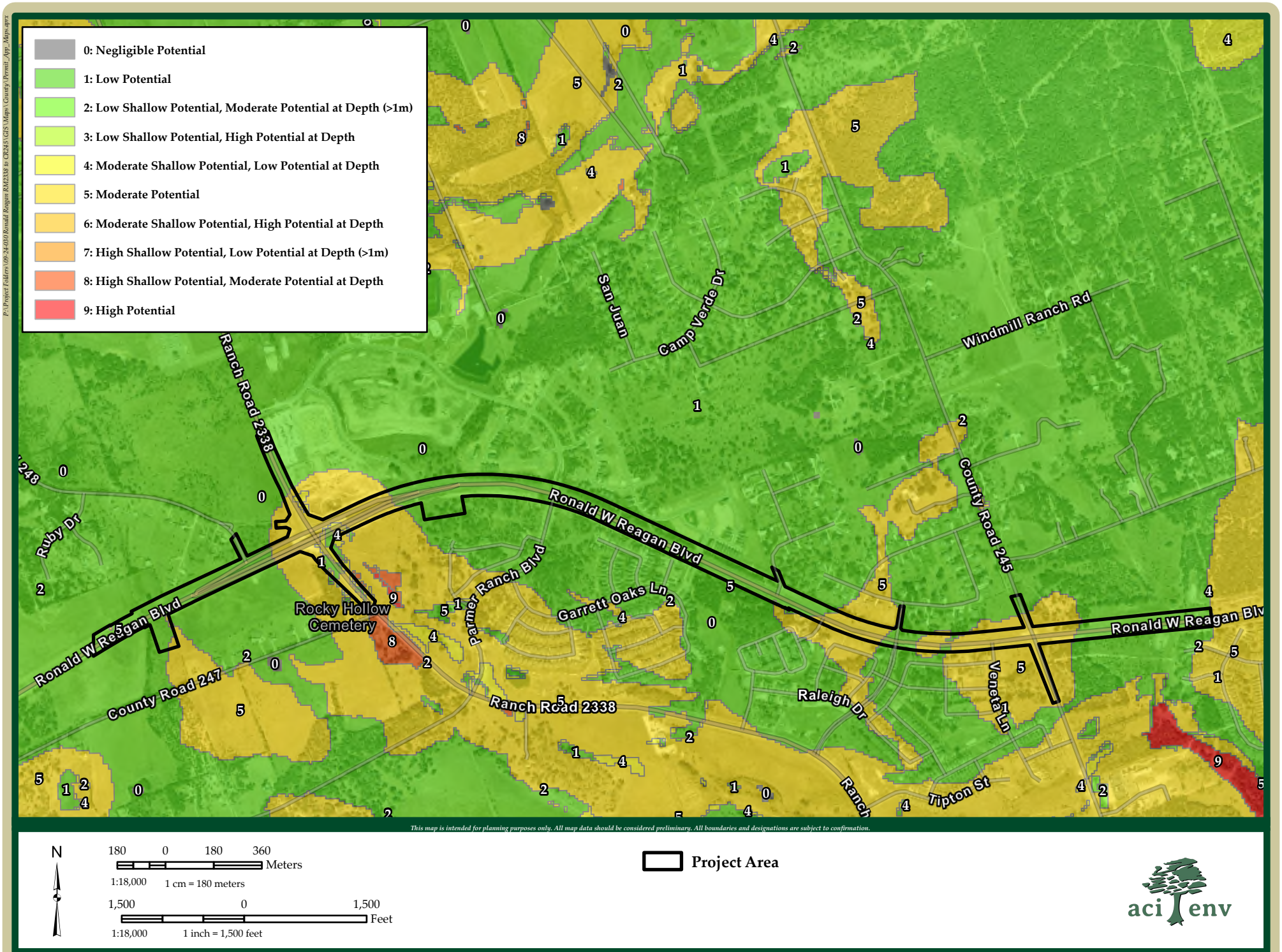
3.1 Automated Archeological Integrity Model of Texas

According to AAIMT, soils from the Bracket Series, Doss Series, Eckrant Series, Fairlie Series and Georgetown Series each have low potential to preserve buried intact prehistoric deposits at any depth (less than or greater than one meter) within the project area (Abbott 2013). Soils from Denton Series have a low-moderate potential in shallow contexts (less than one meter) and low potential in deep contexts (greater than one meter) to preserve buried intact prehistoric deposits within the project area (Abbott 2013). Areas of proposed ROW contain Denton, Eckrant, and Fairlie Series soils (Figure 4), which have low potential at depth and low to moderate potential in shallow contexts.

3.2 Hybrid Potential Archeological Liability Map

The HPALM (Figure 5) (Abbott & Plekta 2014) typically considers geomorphic setting, localized variation in characteristics within a soil series, previous disturbance if apparent, and other factors to determine geoarcheological potential to preserve buried intact prehistoric deposits within a given area. According to the HPALM, approximately 68 percent of the project area has a low potential to preserve buried intact prehistoric deposits at any depth (HPALM Code 1) (Abbott & Plekta 2014). Approximately 30 percent of the project area has moderate potential to preserve buried intact prehistoric deposits at any depth (HPALM Code 5) (Abbott & Plekta 2014). The

remaining two percent is made up of HPALM Codes 2 (low shallow potential, moderate potential at depth; <1%), 4 (moderate shallow potential, low potential at depth; 1.9%) and 8 (high shallow potential, moderate potential at depth; <1%). Areas of proosed ROW are mapped as HPALM Code 1 or 5, low to moderate potential for preservation of buried prehistoric cultural resources in shallow and deep contexts.



Ronald Reagan Blvd. Widening Segment D-1

aci Project No.: 09-24-030

Figure 5. Austin District Hybrid Potential Archeology Liability Map (HPALM) (Abbott & Pletka 2015)

May 2025

4.0 PREVIOUSLY RECORDED CULTURAL RESOURCES

A literature review of the Atlas (THC 2025) was conducted to identify previously conducted archeological investigations and previously recorded cultural resources within a one km (0.6-mile (mi)) radius of the project area (Figure 6).

4.1 Previously Recorded Archeological Sites

The Atlas (THC 2025) review determined there to be four archeological sites (41WM1161, 41WM1117, 41WM1118, and 41WM1121) located within the APE, two adjacent archeological sites (41WM1502 and 41WM1124), and an additional nine archeological sites within one km of the project area. Considering only the proposed new ROW, only site 41WM1161 is adjacent. Site 41WM1161 is a historic water well that was first recorded in 2007 by SWCA under the Ronald W. Reagan Blvd North Phase II Project. In 2007, site 41WM1161 was determined to be ineligible for NRHP nomination. Relocation of the site was attempted in 2022 by aci consulting (now aci environmental consulting) but the attempt was unsuccessful. No previously recorded sites are mapped within the proposed new ROW; however, as only a centroid point is provided for site 41WM1161 and its boundaries have not been determined, there is some potential that the site extends into the new ROW on the western end of the proposed project. .

Table 1 provides summary details of the previously recorded archeological sites within one km of the project area.

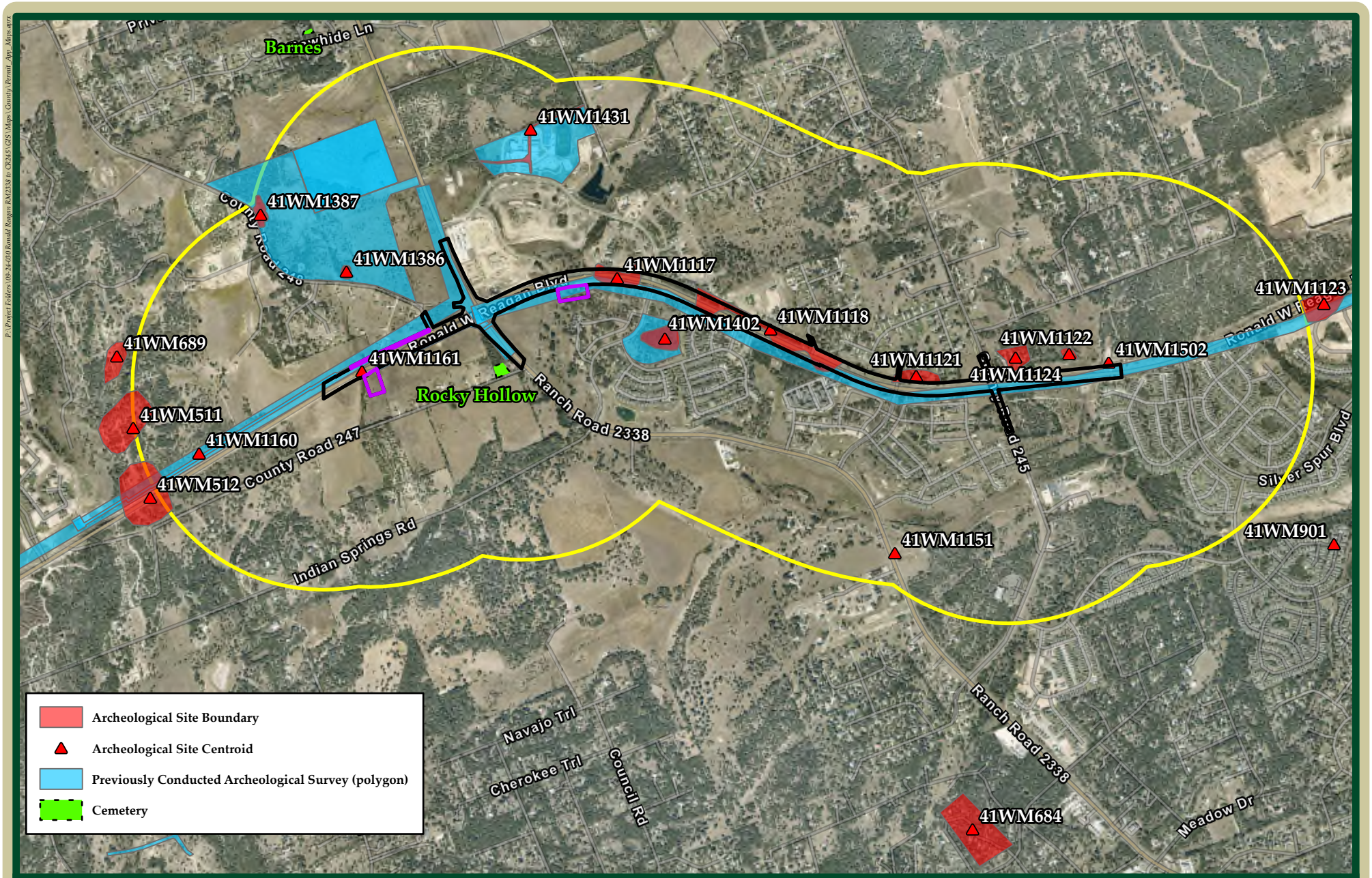
Table 1: Previously Recorded Archeological Sites within One km

Archeological Site	Site Type	Depth of Deposits (cmbs)	Distance from APE	Determination of Eligibility per THC Atlas	Recommendations
41WM1117	Prehistoric Lithic Tool and Debris Scatter	surface	**within**	Ineligible In ROW	No further work
41WM1118	Lithic Procurement Site/Lithic Tool and Debris Scatter	surface	**within**	Ineligible within ROW	No further work
41WM1121	Prehistoric Lithic Tool and Debris Scatter	surface	**within**	Ineligible within ROW	No further work
41WM1122	Prehistoric Open Campsite/ Historic Household Debris Scatter	surface	55 m N	Ineligible within ROW	No further work
41WM1124	Early 20th Century Farmstead	surface	**adjacent**	Ineligible within ROW	No further work
41WM1151	Historic Debris and Collapsed Structure	0-10 cmbs	835 m S	Ineligible	Archival research
41WM1160	Historic Domestic Artifacts	surface	730 m SW	Ineligible	No further work
41WM1161	Historic Water Well	surface	**within**	Ineligible	No further work
41WM1386	Historic Homestead	surface	359 m N	Ineligible	No further work

Table 1: Previously Recorded Archeological Sites within One km

Archeological Site	Site Type	Depth of Deposits (cmbs)	Distance from APE	Determination of Eligibility per THC Atlas	Recommendations
41WM1387	Remains Of Historic Homestead	0-10 cmbs	950 m N	Ineligible	No further work
41WM1402	Lithic Surface Scatter	surface	140 m S	Ineligible	No further work
41WM1431	Historic Stone Wall	surface	431 m NE	Ineligible	No further work
41WM1502	Surficial Lithic Artifact Scatter	surface	**adjacent**	Ineligible within ROW	No further work
41WM511	Quarry Procurement	surface	894 m SW	Unknown	unknown
41WM512	Historic Scatter, Lithic Scatter, Prehistoric Campsite	0-50 cmbs	956 m SW	Unknown	Further investigation could reveal more information

Source: THC 2025,
cmbs = centimeters below surface



This map is intended for planning purposes only. All map data should be considered preliminary. All boundaries and designations are subject to confirmation.

NOT FOR PUBLIC DISCLOSURE

aci env

Ronald Reagan Blvd. Widening Segment D-1

aci Project No.: 09-24-030

Figure 6. Previously Recorded Cultural Resources and Surveys

May 2025

4.2 Previously Conducted Investigations

The Atlas (THC 2025) shows three previous archeological investigations within the project area and four previous archeological investigations located within one km of the project area.

Table 2 provides summary details of the previously conducted investigations within one km of the project area.

Table 2: Previously Conducted Investigations within One km

TAC Permit No.	Year	Investigating Firm	Sponsor	Project	Methodology	Distance from APE	Recorded Cultural Resources
4381	2007	SWCA Environmental Consulting	Williamson County	Ronald W. Reagan Boulevard North	Pedestrian Survey, Shovel Testing	**within**	41WM1160, 41WM1161
4475	2007	SWCA Environmental Consulting	Williamson County	Ronald W. Reagan Boulevard North	Pedestrian Survey, Shovel Testing	**within**	41WM1173, 41WM1174
8094	2017	Terracon Consultants, Inc	Georgetown ISD	Fisher Tract Survey	Pedestrian Survey, Shovel Testing	378 m N	None
8232	2017	Terracon Consultants, Inc	Georgetown ISD	The Willrae Tract Survey	Pedestrian Survey, Shovel Testing	66 m N	41WM1386, 41WM1387
8796	2019	Horizon Environmental Services, Inc	Georgetown ISD	Georgetown ISD Elementary School Tract	Pedestrian Survey, Shovel Testing	113 m S	41WM1402
9429	2020	Terracon Consultants, Inc	Georgetown ISD	Parmer Ranch Middle School	Pedestrian Survey, Shovel Testing	405 m NE	41WM1431
30750	2023	aci consulting	JDS RR LLC	Benton Tract Lift Station and Force Main	Pedestrian Survey, Shovel Testing	**within**	None

Source: THC 2025

TAC permit numbers, 4381, 4475, and 30750 are mapped within the project area. TAC permit numbers 4381 and 4475 are both associated with surveys for the Ronald W. Reagan Boulevard North project in 2007, conducted by SWCA consulting. These

surveys were conducted in preparation for the construction of Ronald Reagan Blvd and future foreseeable expansions of the roadway. It should be noted that the spatial data on the Atlas do not appear to be entirely accurate as they show portions of the existing ROW that were not covered by the 2007 SWCA surveys. However, aci environmental consulting archeologists reviewed the SWCA reports and it appears that all of the existing ROW within the current project area was covered by SWCA's surveys. These surveys resulted in the recording of four newly recoded sites, 41WM1160, 41WM1161, 41WM1173, and 41WM1174. Site 41WM1611 is located within the project area. TAC permit number 30750 is associated with the Benton Tract Lift Station Force Main project in 2023, conducted by aci consulting (now aci environmental consulting). No sites were recorded during the survey for TAC permit number 30750.

4.3 Additional Cultural Resources

Additionally, the THC Atlas review focused on NRHP districts and properties, SALs, Official Texas Historical Markers (OTHMs), Registered Texas Historical Landmarks (RTHLs), and cemeteries.

The Atlas (THC 2025) review determined there to be one cemetery, Rocky Hollow, located within 1 km of the project area. Rocky Hollow Cemetery, also called Little Arkansas Cemetery and Bullion Cemetery (THC 2025), is approximately one acre and contains approximately 200 burials. The first burial is listed as 1865. No additional NHRP districts or properties, SALs, OTHMs, RTHLs, or cemeteries exist within the APE or within one km of the APE.

5.0 HISTORIC LAND USE AND HISTORIC-AGE PROPERTIES

Recent and historic-age topographic maps (1966, 1980, 1991, 2013, 2016, and 2019) (NETR Online 2025a) and aerial photographs (1937, 1958, 1962, 1963, 1974, 1981, 1995, 1996, 2004, 2008, 2010, 2012, 2014, 2016, 2018, 2020, and 2022) (NETR Online 2025b) available online were examined to identify the potential for historic structures or historic archaeological sites within the APE. In addition, an architectural historian (AmaTerra, ERG) meeting the requirements of the Secretary of the Interior's standards for a professional historian reviewed the Atlas and the TxDOT Historic Resources

Aggregator database for properties listed in the NRHP, non-archeological SALs, and RTHLs within 0.25 mile of the project area (K. Korfmacher, personal communication, May 8, 2025).

Prior to the construction of Ronald Reagan Blvd, between 2007 and 2012, the project area and adjacent areas were primarily undeveloped agricultural or rangeland. Based on aerial imagery Rocky Hollow Cemetery, approximately 1000 ft south of the intersection of Ronald Reagan Blvd and RM 2238, is clearly in use by 1962 and may have been in use prior to 1937. The cemetery is adjacent to the project area to the west of RM 2338. The cemetery is not currently listed in the NRHP but is a registered Historic Texas Cemetery (WM-C056). The proposed project would be limited to the existing ROW in this area, and no impacts to the cemetery would occur.

The only other evidence for historic-age structures shows a homestead approximately 400 ft north of Ronald Reagan Blvd and approximately 1200 ft east of RM 2338. This homestead is visible on the earliest aerial imagery, in 1937. By the time of the 2004 imagery, all structures in this area had been removed/demolished, and by 2012, the area had been cleared of all vegetation and topsoil for modern development. The project area closest to this location is limited to the existing ROW, and there is no potential for impacts to any cultural deposits associated with this homestead, if still present.

6.0 METHODS

6.1 Survey Method

An intensive pedestrian survey of the proposed new ROW for the Ronald Reagan Blvd Widening Segment D-1 project will be conducted to locate any archeological sites or other historical properties that may be adversely affected by construction. The survey will utilize 30-m transect spacing, and will be augmented by systematic shovel testing. Shovel tests will be excavated at an average rate of 2 shovel tests per acre within the project area. A minimum of 12 shovel tests are anticipated to meet the CTA survey guidelines. While shovel tests may be precluded by erosional areas, slopes greater than 20 percent, natural features, and significant ground disturbance, these shovel tests will be redirected to areas with a higher potential to contain archaeological deposits based

on the HPALM, if possible. Shovel tests will be excavated at least 30 centimeters (cm) in diameter to the bottom of Holocene deposits, or to a maximum depth of 80 cm below surface, if possible. The shovel tests will be dug in 10 cm levels, and the excavated sediments will be screened through ¼-inch hardware cloth, unless high clay or water content requires that the material be troweled through or sorted by hand. Shovel tests will be recorded on logs and the locations of the tests will be recorded on a handheld GPS unit. Other field forms will include a daily journal, photograph log, and site forms.

As the project area does not contain any listed NRHP, non-archeological SAL, or RTHL properties, the project historian recommends the proposed project would have no effect on above-ground historic resources under the Texas Antiquities Code. The Rocky Hollow Cemetery is not adjacent to the project area and would not be impacted by project activity; therefore, no investigation for historic-age resources beyond the archaeological survey within new ROW is recommended.

aci environmental consulting does not recommend mechanical trenching in the project area at this time. If field investigations reveal potential for deeply buried cultural material in any location throughout the project area, the use of mechanical prospections in that area may be reevaluated and additional coordination with the THC would be conducted prior to completing field work for the survey. If mechanical investigations are required, then backhoe trenching will be conducted in accordance with CTA standards. Backhoe trenches will be excavated in 4-inch (10.2 cm) levels with a flat blade bucket to the lesser of either the depth of pre-Holocene-age deposits, the depth of the vertical APE, or to the maximum depth that can be reached by the backhoe. All trenching work will be performed in accordance with applicable regulations regarding trench safety. Appropriate measures were taken for any trenches that exceed 4 ft (1.2 m) in depth, following Occupational Safety and Health Administration (OSHA) safety protocols. Archaeologists will closely monitor trench excavations, inspect the backfill for cultural material, and screen one five-gallon bucket of soil from every third excavator bucket. Following excavation, the trench walls will be scraped, a portion of one wall will be hand-picked and photographed, and a representative trench profile will be described using standard soil description nomenclature. Trenches and any

archaeological deposits will be mapped with a handheld GPS unit. All trenches will be backfilled and leveled upon completion of excavation and documentation.

Previously recorded site 41WM1161 will be revisited as part of survey effort and any newly discovered cultural resources will be recorded within the project area. Newly discovered cultural resources dating 50 years or older will be recorded. Sites will be defined as five or more prehistoric artifacts, five or more historic artifacts of varying material type, construction, or design, and/or a single cultural feature, such as hearth or midden, observed on the surface or exposed during subsurface testing within an area no greater than 30-x-30 meters. The distance of artifactual materials from active disturbances such as trails and roadways and/or location within dense canopy that may lessen the chances for disturbance will be taken into consideration when defining an archaeological site. All other found artifacts will be recorded as isolated finds and included in the final report.

Sites will be delineated through surface expression and/or excavation of radial shovel test pits at intervals no greater than 15 meters in a cruciform pattern until two negative shovel tests are encountered in each direction or landform or project limits area reached. An Archeological Site Form will be filled out for each site identified and submitted to TARL at the University of Texas at Austin to obtain trinomials for newly recorded sites or to update records for previously recorded sites that extend into the APE. Sites will be evaluated for potential significance and eligibility for inclusion in the NRHP or designation as an SAL. The survey methods will comply with current THC and CTA standards for site investigation.

This will be a non-collection survey. The documentation for the non-collected material will include: a complete inventory of artifacts observed, photographs of all artifacts recovered from subsurface deposits, and photographs of all diagnostic artifacts as well as a representative sample of all non-diagnostic artifacts recovered from the surface. Prehistoric lithic material will be described based on raw material type, tool type, and stage of reduction. Prehistoric ceramics will be described based on sherd type (rim, body, base), and decoration (engraved, incised, punctuated, etc.), while historic

ceramics will be described based on sherd type, paste, decoration (molded, transfer print, flow blue, decalcomania, hand-painted, glazed, etc.), and any maker's marks. Historic glass will be described based on color, decoration, mold lines, closures embossing, and manufacturer's codes. In-field analysis will be conducted by senior field personnel familiar with artifacts of the region and period.

6.2 Reporting

The findings of the records search, intensive survey, assessments and recommendations concerning any cultural resources located, and a brief archeological and environmental background will be submitted as a draft report following current CTA and THC guidelines to the THC for review and comment. Discussion will include contextual background of the APE, list of sites identified, their eligibility for NRHP inclusion or formal designation as a SAL, and the appropriate criteria under which the sites were evaluated. The report will also include recommendations for further work or no further work with appropriate justifications. After the draft report has been reviewed and approved, a final report will be prepared for submission to the THC.

6.3 Curation

Following confirmation of THC concurrence with the report, final copies of the report, project boundary and site location shape files, and an online *Abstracts in Texas Contract Archaeology Form* will be submitted to the THC. The Antiquities Permit will be completed upon the submission of the final copies of the report and the curation form. Project records and a hard copies of the restricted version of the report will be curated at TARL in accordance with TARL curation requirements. No artifacts will be curated as part of this permit, as this is a non-collection survey.

7.0 REFERENCES CITED

Abbott, James T.

2013 *Rapid, Broad-Scale Modeling of Generalized Archeological Integrity Potential in Texas Using Extant GIS Data: A Proposed Methodology for Supervised, Semi-Automated Modeling of Archeological Potential, and a Pilot Study of Its Effectiveness*. Report on File, Environmental Affairs Division, Texas Department of Transportation, Austin.

Abbott, James and Scott Pletka

2014 Data Release: The Austin District HPALM Model. Texas Department of Transportation, Environmental Affairs Division, Austin.

Griffith, Glenn, Sandy Bryce, James Omernik, and Anne Rogers

2007 Ecoregions of Texas. Texas Commission on Environmental Quality, Austin, Texas.

NETR Online

2025a *Historic Topographic Maps* https://www.historicaerials.com/viewer. Last Accessed May 8, 2025.

2025b *Historic Aerials* https://www.historicaerials.com/viewer. Last Accessed May 8, 2025.

Soil Survey Staff (SSS)

2025a Natural Resources Conservation Service, United States Department of Agriculture. Web Soil Survey. Available online at https://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.aspx. Accessed 5/6/2025.

2025b Soil Survey Staff, Natural Resources Conservation Service, United States Department of Agriculture. Official Soil Series Descriptions. Available online at https://soilseries.sc.egov.usda.gov/osdname.aspx. Accessed 5/6/2025.

Texas Historical Commission (THC)

2025 Texas Archeological Sites Atlas. Texas Historic Commission, Austin. Available Online at https://atlas.thc.state.tx.us/. Last Accessed 5/6/2025.

(USGS) United States Geologic Survey

2025a *Leander NE* Quadrangle. USGS – Department of the Interior: Denver, Colorado.

2025b Bureau of Economic Geology (BEG). Texas Geology Web Map. Physiographic Map of Texas. https://webapps.usgs.gov/txgeology/. Last Accessed 5/6/2025.

2025c USGS Historical Topographic Map Explorer. Esri Historical. https://www.arcgis.com/home/item.html?id=15118046711648a783844109bfdd220. Last Accessed 5/6/2025.

Commissioners Court - Regular Session **78.**

Meeting Date: 06/03/2025

Corridor A1 and A2 - JMT - PSA Amendment #8, SWA#3 to WA#6, SWA#7 to WA#5, SWA#1 to WA#7

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on Contract Amendment No. 8 to the Corridor A1 and A2 contract executed March 13, 2017, between Williamson County and Johnson, Mirmiran & Thompson, Inc. relating to the 2019 Road Bond Program. Project: P392 Fund Source: Road Bonds

Background

This Contract Amendment No. 1 amends the Exhibit D - Rate Schedule in the Master Contract to allow for the addition of subconsultant Charles D. Frederick and the following Supplemental Work Authorizations.
Supplement No. 3 to Work Authorization No. 6 for additional construction phase services due to utility relocation in the amount of $69,920.00 and extends the termination date to 3/31/2028.
Supplement No. 7 to Work Authorization No. 5 is for additional alignment and drainage design in the amount of $50,153.00 and extends the termination date to 1/30/2026.
Supplement No. 1 to Work Authorization No. 7 is for additional archeological services in the amount of $680,502.04 and extends the termination date to 9/30/2026.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Corridor A1 and A2 - JMT - PSA Amendment #8

Corridor A1 and A2 - JMT - SWA#3 to WA#6

Corridor A1 and A2 – JMT - SWA#7 to WA#5

Corridor A1 and A2 - JMT - SWA#1 to WA#7

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	05/29/2025 11:29 AM
Form Started By: Marie Walters		Started On: 05/28/2025 04:15 PM
Final Approval Date: 05/29/2025		

Reviewed by KEW

CONTRACT AMENDMENT NO. 8
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY LONG RANGE TRANSPORTATION CORRIDOR PROJECT:
Corridor A-1 and A-2 ("Project")

THIS CONTRACT AMENDMENT NO. 8 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 Johnson, Mirmiran & Thompson, Inc. (JMT) (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 13, 2017 (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 $8,850,000.00; 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 Direct Expenses in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D-8.

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, in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:	**COUNTY:**
By: _____	By: _____
Signature	Signature
Kristi D. Flagg, P.E.	_____
Printed Name	Printed Name
Senior Vice President	_____
Title	Title
5/22/2025	_____
Date	Date

APPROVED
By Christen Eschberger at 3:52 pm, May 28, 2025

EXHIBIT D-8

RATE SCHEDULE

Exhibit D-8 -Rate Schedule
TRANSPORTATION CORRIDOR A-1

No change to PSA rates

Johnson, Mirmiran & Thompson, Inc.

Labor/Staff Classification	FY 2017 Fully Burdened Labor Rates Per Hour	FY 2023 Fully Burdened Labor Rates Per Hour	FY 2024 Fully Burdened Labor Rates Per Hour
Project Director	$225.00	$278.48	$292.00
Sr. Project Manager	$220.00	$272.29	$285.00
Senior Professional 2	$200.00	$247.54	$259.00
Senior Professional 1	$175.00	$216.60	$227.00
Professional 2 / Sr. Engineering Technician	$150.00	$185.66	$194.00
Professional 1 / Engineering Technician	$115.00	$142.33	$149.00
Admin / Clerical	$65.00	$80.45	$84.00
Sr. ENV Scientist II			$150.00
Sr. ENV Scientist			$140.70
ENV Professional I			$ 95.00
ENV Staff III			$ 85.00
ENV Staff II			$ 75.00

No change to PSA rates

Exhibit D-8 – Rate Schedule
TRANSPORTATION CORRIDOR A-1

Alliance Transportation Group, Inc.

Labor/Staff Classification	FY 2017 Fully Burdened Labor Rates Per Hour	FY 2023 Fully Burdened Labor Rates Per Hour	FY 2024 Fully Burdened Labor Rates Per Hour
Project Principal	$250.00	$309.43	$324.00
Senior Project Engineer	$244.00	$302.00	$316.00
Senior Engineer	$193.00	$238.88	$250.00
Project Engineer	$144.00	$178.23	$187.00
Engineer-in-Training (EIT)	$101.00	$125.01	$131.00
Senior Engineering Technician	$133.00	$164.61	$172.00
Engineering Technician	$90.00	$111.39	$117.00
Planning Director	$230.00	$284.67	$298.00
Senior Travel Demand Modeler	$182.00	$225.26	$236.00
Travel Demand Modeler III	$137.00	$169.56	$178.00
Travel Demand Modeler II	$117.00	$144.81	$152.00
Senior Planner	$162.00	$200.51	$210.00
Planner II	$125.00	$154.71	$162.00
Planner I	$85.00	$105.20	$110.00
Project Administrator	$104.00	$128.72	$135.00
Clerical	$65.00	$80.45	$84.00

No change to PSA rates

Exhibit D-8 – Rate Schedule
TRANSPORTATION CORRIDOR A-1

Buie & Co. Public Relations

Labor/Staff Classification	FY 2017 Fully Burdened Labor Rates Per Hour	FY 2023 Fully Burdened Labor Rates Per Hour	FY 2024 Fully Burdened Labor Rates Per Hour
Principal	$185.00	$228.97	$240.00
Account Manager	$140.00	$173.28	$181.00
Graphic Designer	$125.00	$154.71	$162.00
Account Coordinator	$120.00	$148.52	$156.00
Administrative	$58.00	$71.79	$75.00

No change to PSA rates

Exhibit D-8 - Rate Schedule
TRANSPORTATION CORRIDOR A-1

Stantec Consulting Services, Inc.

Labor/Staff Classification	FY 2017 Fully Burdened Labor Rates Per Hour	FY 2023 Fully Burdened Labor Rates Per Hour	FY 2024 Fully Burdened Labor Rates Per Hour
Sr. Environmental Scientist II	$150.00	$185.66	$194.00
Sr. Environmental Scientist I	$130.00	$160.90	$168.00
Environmental Professional II	$110.00	$136.15	$143.00
Environmental Professional I	$ 95.00	$117.58	$123.00
Environmental Staff III	$ 85.00	$105.20	$110.00
Environmental Staff II	$ 75.00	$92.83	$97.00
Environmental Staff I	$ 65.00	$80.45	$84.00
Environmental Tech II	$ 55.00	$68.07	$71.00
Environmental Tech I	$ 45.00	$55.70	$58.00

Exhibit D-8 - Rate Schedule
TRANSPORTATION CORRIDOR A-1

Cobb, Fendley & Associates, Inc.

No change to PSA rates

Labor/Staff Classification	FY 2017 Fully Burdened Labor Rates Per Hour	FY 2023 Fully Burdened Labor Rates Per Hour	FY 2024 Fully Burdened Labor Rates Per Hour
Senior Engineer	$235.00	$290.86	$305.00
Project Engineer	$125.00	$154.71	$162.00
Senior Tech	$135.00	$167.09	$175.00
Tech	$110.00	$136.15	$143.00
Senior Utility Specialist	$150.00	$185.66	$194.00
Utility Specialist	$125.00	$154.71	$162.00

No change to PSA rates

Exhibit D-8 - Rate Schedule

TRANSPORTATION CORRIDOR A-1

HVJ, Inc.

Labor/Staff Classification	FY 2017 Fully Burdened Labor Rates Per Hour	FY 2023 Fully Burdened Labor Rates Per Hour	FY 2024 Fully Burdened Labor Rates Per Hour
Senior Project Manager	$175.00	$216.60	$227.00
Project Engineer	$125.00	$154.71	$162.00
Staff Engineer	$100.00	$123.77	$130.00
Senior Technician	$60.00	$74.26	$78.00
Technician	$55.00	$68.07	$71.00

Exhibit D-8 -Rate Schedule

TRANSPORTATION CORRIDOR A-1

Hardesty & Hanover, LLC

No change to PSA rates

Labor/Staff Classification	FY 2017 Fully Burdened Labor Rates Per Hour	FY 2023 Fully Burdened Labor Rates Per Hour	FY 2024 Fully Burdened Labor Rates Per Hour
Principal Engineer	$200.00	$247.54	$259.00
Senior QC Engineer	$165.00	$204.22	$214.00
Senior Project Manager	$155.00	$191.84	$201.00
Senior Engineer	$145.00	$179.47	$188.00
Project Engineer	$120.00	$148.52	$156.00
Design Engineer	$105.00	$129.96	$136.00
Engineer-in-Training II	$95.00	$117.58	$123.00
Engineering-in-Training	$87.00	$107.68	$113.00
Graduate Engineer	$70.00	$86.64	$91.00
Senior CAD Manager	$120.00	$148.52	$156.00
CAD Technician	$85.00	$105.20	$110.00
Junior CAD Technician	$70.00	$86.64	$91.00
Admin/Clerical	$60.00	$74.26	$78.00

Exhibit D-8 -Rate Schedule
TRANSPORTATION CORRIDOR A-1

No change to PSA rates

Rifeline, LLC

Labor/Staff Classification	FY 2017 Fully Burdened Labor Rates Per Hour	FY 2023 Fully Burdened Labor Rates Per Hour	FY 2024 Fully Burdened Labor Rates Per Hour
President	$200.00	$247.54	$259.00
Vice President	$180.00	$222.79	$233.00
Sr. Public Affairs Manager	$180.00	$222.79	$233.00
Director of Communications and Strategy	$170.00	$210.41	$220.00
Public Involvement Manager	$160.00	$198.03	$207.00
Community Outreach Manager	$150.00	$185.66	$194.00
Community Outreach Coordinator	$120.00	$148.52	$156.00
Admin/Clerical	$58.00	$71.79	$75.00

No change to PSA rates

Exhibit D-8 - Rate Schedule

TRANSPORTATION CORRIDOR A-1

Surveying and Mapping, LLC

Labor/Staff Classification	FY 2017 Fully Burdened Labor Rates Per Hour	FY 2023 Fully Burdened Labor Rates Per Hour	FY 2024 Fully Burdened Labor Rates Per Hour
Principal	$170.00	$210.41	$220.00
Senior Project Manager	$145.00	$179.47	$188.00
Project Manager	$125.00	$154.71	$162.00
Senior Survey Technician	$96.00	$118.82	$124.00
Survey Technician	$88.00	$108.92	$114.00
Administrator/Clerical Support	$70.00	$86.64	$91.00
Two (2) Person Survey Field Crew	$130.00	$160.90	$168.00
Three (3) Person Survey Field Crew	$160.00	$198.03	$207.00
Additional Rodperson, Chainperson, Flagperson	$32.00	$39.61	$41.00
One (1) Person Survey Field Crew w/REceiver or Robotic total station	$105.00	$129.96	$136.00
Project Coordinator - Mobil LiDAR	$120.70	$149.39	$156.00
Mobile LiDAR Processing Technician	$96.56	$119.51	$125.00
Project Coordinator - AM	$131.67	$162.97	$171.00
Certified Photogrametrists	$108.6	$133.99	$140.00
Analytical Triangulation Specialists	$85.35	$105.64	$111.00
Aerial Mapping Technician	$86.32	$106.84	$112.00
Orthophoto Specialist	$86.32	$106.84	$112.00
Mapping Editor (includes QA/QC, Finishing & Finalization)	$75.34	$93.25	$98.00
Aerial Office Technician	$73.15	$90.54	$95.00
Project Coordinator - AP	$115.02	$142.36	$149.00
Aerial Processing Technician	$84.82	$104.98	$110.00
Project Coordinator - FWAL	$110.37	$136.60	$143.00
Airborn LiDAR Processing Technician	$86.29	$106.80	$112.00
Project Coordinator - HAL	$110.46	$136.72	$143.00
Helicopter LiDAR Processing Technician	$107.71	$133.31	$140.00
Geospatial Project Manager, Senior	$215.00	$266.11	$279.00
Geospatial Project Manager	$175.00	$216.60	$227.00
Photogrammetrist/Project Lead	$115.00	$142.34	$149.00
2 Person UAS Crew - Unmanned Pilot & Observer	$195.00	$241.35	$253.00
Pilot	$130.00	$160.90	$168.00

New Subconsultant

Exhibit D-8 -Rate Schedule
TRANSPORTATION CORRIDOR A-1

Charles D. Frederick

Labor/Staff Classification	FY 2017 Fully Burdened Labor Rates Per Hour	FY 2023 Fully Burdened Labor Rates Per Hour	FY 2024 Fully Burdened Labor Rates Per Hour
Geoarcheologist II			$140.79
Geoarcheologist I			$100.00

Added new direct costs

Exhibit D-8 -Rate Schedule

Direct Expenses

TRANSPORTATION CORRIDOR

A-1

Johnson, Mirmiran & Thompson, Inc.

DESCRIPTION	UNIT	UNIT COST
In-house Photocopies B/W (81/2" X 11")	Per Page	$0.16
In-house Photocopies Color (8 1/2" X 11")	Per Page	$0.75
In-house Photocopies B/W (11" X 17")	Per Page	$0.32
In-house Photocopies Color (11" X 17")	Per Page	$1.50
In-house Plots (B/W on Bond)	SF	$0.75
In-house Plots (Color on Bond)	SF	$1.75
In-house Large Format Plotting	SF	$2.50
In-house Mounting of Large Exhibits	SF	$10.00
Trimble On-Demand	Per Hour	Actual Cost
Backhoe Rental	Per Day	Actual Cost
Radiocarbon Dating	Per Sample	Actual Cost
Records Curation Fees	Per Project	Actual Cost
Collections Curation Fees	Per Project	Actual Cost
TARL Site Form	Per Form	Actual Cost
Paleoethnobotanical Analysis	Per Sample	Actual Cost
Magnetometer Survey	Per Project	Actual Cost
Total Sation Rental	Per Month	Actual Cost
Gradall Rental	Per Day	Actual Cost

No change to PSA rates

Exhibit D-8 -Rate Schedule
Direct Expenses
TRANSPORTATION CORRIDOR A-1
Alliance Transportation Group, Inc.

DESCRIPTION	UNIT	UNIT COST
In-house Photocopies B/W (8 1/2" X 11")	Per Page	$0.16
In-house Photocopies Color (8 1/2" X 11")	Per Page	$0.75
In-house Photocopies B/W (11" X 17")	Per Page	$0.32
In-house Photocopies Color (11" X 17")	Per Page	$1.50
24 Hour Counts (4)	Each	$135.00
2-Hour Turning Movement Counts (2)	Each	$650.00

No change to PSA rates

Exhibit D-8 -Rate Schedule
Direct Expenses
TRANSPORTATION CORRIDOR A-1
BUIE & Co. Public Relations

DESCRIPTION	UNIT	UNIT COST
In- house Photocopies B/W (8 1/2" X 11")	Per Page	$0.16
In-house Photocopies Color (8 1/2" X 11")	Per Page	$0.75
In-house Photocopies B/W (11" X 17")	Per Page	$0.32
In-house Photocopies Color (11" X 17")	Per Page	$1.50

Exhibit D-8 -Rate Schedule
Direct Expenses
TRANSPORTATION CORRIDOR A-1
Stantec Consulting Services, Inc.

No change to PSA rates

DESCRIPTION	UNIT	UNIT COST
In-house Photocopies B/W (8 1/2" X 11")	Per Page	$0.16
In-house Photocopies Color (8 1/2" X 11")	Per Page	$0.75
In-house Photocopies B/W (11" X 17")	Per Page	$0.32
In-house Photocopies Color (11" X 17")	Per Page	$1.50
Hazardous Materials Database Search	Per Search	$550.00
Environmental Database Search	Per Mile	$250.00
Historical Aerial Photographs	Each	$35.00
Noise Meter Rental	Per Project	$165.00
Environmental Field Supplies (lathes, stakes, flagging, spray paint, etc.)	Day	$40.00
Backhoe Rental	Day	$1,350.00
TARL Curation Fee	Drawer	$6,640.00
TARL Site Registration	Site	$96.00
Overnight Mail – Letter Size	Each	$22.95
Overnight Mail – Oversized Box	Each	$70.00

No change to PSA rates

Exhibit D-8 -Rate Schedule
Direct Expenses
TRANSPORTATION CORRIDOR A-1
Cobb Fendley & Associates, Inc.

DESCRIPTION	UNIT	UNIT COST
In-house Photocopies B/W (8 1/2" X 11")	Per Page	$0.16
In-house Photocopies Color (8 1/2" X 11")	Per Page	$0.75
In-house Photocopies B/W (11" X 17")	Per Page	$0.32
In-house Photocopies Color (11" X 17")	Per Page	$1.50
In-house Plots (B/W on Bond)	SF	$0.75
In-house Plots (Color on Bond)	SF	$1.75

No change to PSA rates

Exhibit D-8- Rate Schedule
Direct Expenses
TRANSPORTATION CORRIDOR A-1
HVJ, Inc.

DESCRIPTION	UNIT	UNIT COST
Rig Mobilization	Each	$566.50
Undisturbed Sample Boring w/3” Shelby Tube	LF	$22.50
Add Rock Coring (Rock Voing Cost-Soft&Hard Rock)	LF	$22.50
Texas Cone Penetration	Each	$25.00
Standard Penetration Test	Each	$22.50
Grout Backfill	LF	$5.00
Moisture Content	Each	$18.00
Hydrometer Test	Each	$200.00
Atterberg Limits Test	Each	$75.00
Unconfined Compressive Strength Test	Each	$65.00
Texas Triaxial Test	Each	$1,750.00
Percent Passing No. 200 Sieve Test	Each	$35.00
Sulfate Testing	Each	$75.00
Soil pH Testing	Each	$200.00
Consolidation Testing	Each	$350.00
Swell Test	Each	$300.00
Mobilization/Demobilization for Falling Weight	Each	$400.00
FWD Equipment	Day	$2,600.00
Sieve Analysis	Each	$77.25
Consolidated Undrained Triaxial Testing	Each	$725.00
Unconsolidated Undrained Triaxial Testing	Each	$135.00
Soil Lime/Cement Compression Testing	Each	$1,750.00
California Bearing Ratio Testing	Each	$600.00
Traffic Control	Day	$2,500.00
Clearin	Day	$3,000.00
ATV Rib Mobilization Surcharge	Each	$1,500.00

Exhibit D-8 -Rate Schedule
Direct Expenses
TRANSPORTATION CORRIDOR A-1
Hardesty & Hanover, LLC

No change to PSA rates

DESCRIPTION	UNIT	UNIT COST
In-house Photocopies B/W {8 1/2" X 11")	Per Page	$0.16
In-house Photocopies Color {81/2" X 11")	Per Page	$0.75
In-house Photocopies B/W {11" X 17")	Per Page	$0.32
In-house Photocopies Color {11" X 17")	Per Page	$1.50
In-house Plots {B/W on Bond)	SF	$0.75
In-house Plots {Color on Bond)	SF	$1.75
In-house Large Format Plotting	SF	$2.50
In-house Mounting of Large Exhibits	SF	$10.00

Exhibit D-8 -Rate Schedule
Direct Expenses
TRANSPORTATION CORRIDOR A-1
Rifeline, LLC

No change to PSA rates

DESCRIPTION	**UNIT**	UNIT COST
In- house Photocopies B/W (8 1/2" X 11")	Per Page	$0.16
In-house Photocopies Color (8 1/2" X 11")	Per Page	$0.75
In-house Photocopies B/W (11" X 17")	Per Page	$0.32
In-house Photocopies Color (11" X 17")	Per Page	$1.50

No change to PSA rates

Exhibit D-8 - Rate Schedule
Direct Expenses
TRANSPORTATION CORRIDOR A-1
Surveying and Mapping, LLC

DESCRIPTION	UNIT	UNIT COST
In-house Photocopies B/W (8 1/2" X 11")	Per Page	$0.16
In-house Photocopies Color (8 1/2" X 11")	Per Page	$0.75
In-house Photocopies B/W (11" X 17")	PerPage	$0.32
In-house Photocopies Color (11" X 17")	Per Page	$1.50
In-house Plots (B/W on Bond)	SF	$0.75
In-house Plots (Color on Bond)	SF	$1.75
In-house Large Format Plotting	SF	$2.50
In-house Mounting of Large Exhibits	SF	$10.00
In-house Traffic Control	Day	$1,500.00
GPS Receiver	Hour	$25.00
Terrestrial Laser Scanner	Hour	$80.00
LiDAR Workstation	Hour	$25.00
Helicopter Rate	Hour	$1,650.00
Aerial Lidar System	Day	$6,500.00
Digital Imagery Processing	Each	$20.00
LiDAR Mobile Mapping System	Day	$6,000.00
Aerial Photography Flight Crew Fixed Wing Aircraft	Hour	$180.00
LiDAR Flight Crew Fixed Wing Aircraft (includes Pilot and LiDAR Operator)	Hour	$192.00
Helicopter Flight Crew (Includes Pilot and LiDAR Operator)	Hour	$190.00
AP Transit Miles	Mile	$5.90
AP Project Flight Miles	Mile	$20.00
AP ABGPS Processing	Project	$2,250.00
FWAL Transit Miles	Mile	$6.00
FWAL Project Flight Miles	Mile	$20.00
B&W processing (film, development, scanning)	Each	$16.00
CIR processing (film, development, scanning)	Each	$23.00
Color processing (film, development, scanning)	Each	$26.00
Digital Image Processing	Each	$20.00

Exhibit D-8 -Rate Schedule

Direct Expenses

TRANSPORTATION CORRIDOR

A-1

Charles D. Frederick

Direct expenses for added subconsultant

DESCRIPTION	UNIT	UNIT COST
Organic Carbon Analysis	Each	25.00
Dating (Radiocarbon/OSL)	Each	10.00
Soil Micromorphology	Each	400.00

SUPPLEMENTAL WORK AUTHORIZATION NO. _3_
TO
WORK AUTHORIZATION NO. _6_

WILLIAMSON COUNTY ROAD BOND PROJECT:
Southeast Loop Phase 2 PS&E

This Supplemental Work Authorization No. _3_ to Work Authorization No. _6_ is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated March_13,_2017 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Johnson, Mirmiran & Thompson, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. _6_ dated effective September 17, 2024 (the "Work Authorization");

WHEREAS, pursuant to Article 14 of 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 Services to be Provided by the County that were set out in the original Attachment "A" of the Work Authorization are hereby amended, changed and modified as shown in the attached revised Attachment "A6-3" (must be attached).

II. The Services to be Provided by the Engineer that were set out in the original Attachment "B" of the Work Authorization are hereby amended, changed and modified as shown in the attached revised Attachment "B6-3" (must be attached).

III. The Work Authorization shall terminate on March 31, 2028. The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C6-3" (must be attached).

IV. The maximum amount payable for services under the Work Authorization is hereby increased from $135,960.12 to $205,880.12. The revised Fee Schedule is attached hereto as Attachment "D6-3" (must be attached).

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, to be effective as of the date of the last party's execution below.

ENGINEER:	**COUNTY:**
By: _____	By: _____
Signature	Signature
Kristi D. Flagg, P.E.	_____
Printed Name	Printed Name
Senior Vice President	_____
Title	Title
5/8/2025	_____
Date	Date

LIST OF ATTACHMENTS

Attachment A6-3 – Services to be Provided by County

Attachment B6-3 – Serviced to be Provided by Engineer

Attachment C6-3 – Work Schedule

Attachment D6-3 – Fee Schedule

APPROVED
By Christen Eschberger at 1:24 pm, May 14, 2025

ATTACHMENT A6-3
SERVICES TO BE PROVIDED BY THE COUNTY
FOR SOUTHEAST LOOP PHASE 2

In general, Williamson County and its representatives to their best efforts will render services as follows:

1. Name, business address, and phone number of County's project manager.

2. Assistance to the Engineer, as necessary, with obtaining data and information from other local, regional, State and Federal agencies required for this project.

3. Obtain Rights of Entry from landowners that are willing to grant access to the Engineer.

4. Provide available appropriate County data on file including plans and specifications that are deemed pertinent to the completion of the work required by the scope of services (including previous hydraulic studies, models, previous reports and studies, available existing traffic counts, and design year traffic projections).

5. Provide available criteria and full information as to the client's requirements for the project. Provide examples of acceptable format for the required deliverables.

6. Provide information on any meetings/discussions held with adjoining property owners that may impact the project.

7. Provide timely reviews and decisions necessary for the Engineer to maintain the project work schedule. Review recommendations offered by the Engineer, progress of work, and final acceptance of all documents.

8. Submittal of documentation and permits to regulatory agencies for review and comment, when specified.

9. Support project development efforts with stakeholders, coordinate meetings and interface with stakeholders, as needed.

10. Post and maintain project information for public consumption on the County website.

11. Assist with Coordination between the Engineer and the County's other consultants.

12. Negotiate with all utility companies for any agreements and/or relocations required.

13. Provide an agent as necessary to secure proposed ROW and relocate/remove improvements on proposed ROW.

14. Provide construction observation and review contractor pay application and progress.

15. Provide Engineer with Contractor submittals, Requests for Information (RFI's, shop drawings, and correspondence.

16. Review Engineer progress, submittals, and plan changes.

ATTACHMENT B6-3
SERVICES TO BE PROVIDED BY THE ENGINEER
CONSTRUCTION PHASE SERVICES FOR
SOUTHEAST LOOP PHASE 2

PROJECT DESCRIPTION

Project Limits
New location from CR 137 to CR 404.

Proposed Facility

Construct a new 2 lane roadway with continuous turn lanes and shared use path to serve as the future eastbound / northbound frontage road.

Project Team Subconsultants

a) Hardesty & Hanover, LLC
b) HVJ Associates, Inc.

TASK DESCRIPTIONS

The Engineer shall categorize each task performed to correspond with the following Task Numbers and descriptions.

1. PROJECT MANAGEMENT (JMT)
   a. Monthly Progress Report, Invoices, and Billings:
      - Submit monthly progress status reports to the GEC. Progress reports will include deliverable table, tasks completed, tasks/objectives that are planned for the upcoming periods, list or description of items or decisions needed from the County and its representative. Subconsultant progress will be incorporated into the monthly progress report. A copy of the monthly progress report will be uploaded to ProjectWise.
      - Prepare correspondence, invoices, and progress reports monthly in accordance with current County requirements.
   b. Project Coordination & Administration:
      - Prepare and maintain routine project record keeping including records of meetings and minutes.
      - Correspondence and coordination will be handled through & with the concurrence of the GEC.
      - Manage project activities (including documenting emails, phone and conference calls, maintain project files for the length of the project, meeting agendas, meeting minutes, and schedule meetings), direct Engineer's team/staff, coordinate and review

sub consultant work, correspond with the County and its representatives, and assist the County and its representatives in preparing responses to project-related inquiries.

2. CONSTRUCTION PHASE SERVICES

a. No Change
b. No Change
c. No Change
d. Prepare revised plan sheets SUP removal
e. Prepare revised plan sheets due to design modifications based on field condition

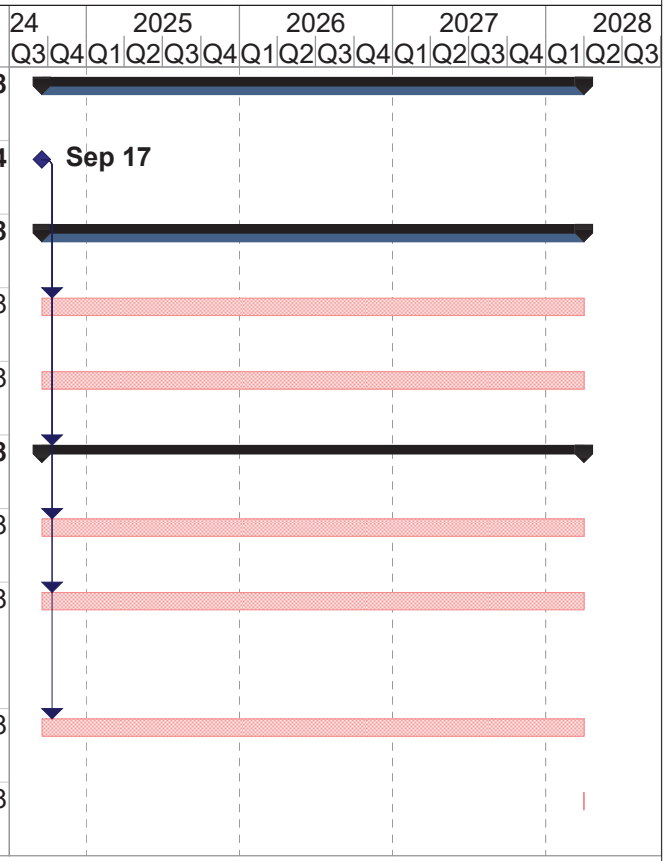
3. EXCLUSIONS

a. NO CHANGE

Willimson County, Texas
Southeast Loop Ph2

Southeast Loop Segment 2 Phase 1 PS&E
WORK SCHEDULE ATTACHMENT C6-3

ID	Task Name	Duration	Start	Finish
1	**Wilco Southeast Loop Ph2**	**924 days**	**Tue 9/17/24**	**Fri 3/31/28**
2	**Start Date**	**0 days**	**Tue 9/17/24**	**Tue 9/17/24**
3	**Project Management**	**924 days**	**Tue 9/17/24**	**Fri 3/31/28**
4	Monthly Progress Report, Invoices, and Billings	924 days	Tue 9/17/24	Fri 3/31/28
5	Project Coordination & Administration	924 days	Tue 9/17/24	Fri 3/31/28
6	**Construction Phase Services**	**924 days**	**Tue 9/17/24**	**Fri 3/31/28**
7	Review of Contractor Submittals	924 days	Tue 9/17/24	Fri 3/31/28
8	Review and Reponse to Contractor Requests for Information (RFI's)	924 days	Tue 9/17/24	Fri 3/31/28
9	Review of Contractor Shop Drawings	924 days	Tue 9/17/24	Fri 3/31/28
10	**End Date**	1 day	Fri 3/31/28	Fri 3/31/28



Date: Thu 5/8/25

Task		Inactive Milestone		Finish-only	
Split		Inactive Summary		External Tasks	
Milestone		Manual Task		External Milestone	
Summary		Duration-only		Critical	
Project Summary		Manual Summary Rollup		Critical Split	
External Tasks		Manual Summary		Progress	
External Milestone		Start-only		Deadline	

FEE SCHEDULE

FOR
JOHNSON, MIRMIRAN & THOMPSON, INC

Southeast Loop Phase 2

For services described in the Scope of Services, we request the compensation as detailed below. Cost breakdowns for engineering services and explanation of expenses are shown on the following pages.

SWA3 to WA6 AMOUNT

$69,920.00

ATTACHMENT D6-3 - FEE SCHEDULE

Fee Schedule Summary
Johnson, Mirmiran & Thompson, Inc.
Southeast Loop Phase 2

	Description of Work or Task	JMT (59.8%)	HVJ (10.1%)	H&H (30.1%)	Cost / Task Totals
WA6					
	Task 1. PROJECT MANAGEMENT	$9,870.53	$1,516.17	$3,186.98	$14,573.68
	Task 2. CONSTRUCTION PHASE SERVICE	$20,050.41	$3,527.43	$11,844.60	$35,422.44
	FEE SCHEDULE SUMMARY	**$29,920.94**	**$5,043.60**	**$15,031.58**	**$49,996.12**

	Description of Work or Task	JMT (68.6%)	HVJ (9.3%)	H&H (22.0%)	Cost / Task Totals
SWA2 to WA6					
	Task 1. PROJECT MANAGEMENT	$20,087.00	$2,466.00	$4,232.00	$26,785.00
	Task 2. CONSTRUCTION PHASE SERVICES	$38,914.00	$5,549.00	$14,716.00	$59,179.00
	FEE SCHEDULE SUMMARY	**$59,001.00**	**$8,015.00**	**$18,948.00**	**$85,964.00**

	Description of Work or Task	JMT (100.0%)	HVJ (0.0%)	H&H (0.0%)	Cost / Task Totals
SWA2 to WA6					
	Task 1. PROJECT MANAGEMENT	$0.00	$0.00	$0.00	$0.00
	Task 2. CONSTRUCTION PHASE SERVICES	$69,920.00	$0.00	$0.00	$69,920.00
	FEE SCHEDULE SUMMARY	**$69,920.00**	**$0.00**	**$0.00**	**$69,920.00**

	SWA3 to Work Authorization 6	
	Johnson, Mirmiran & Thompson, Inc.	**$69,920.00**
	SWA3 to WA6 SUBTOTAL	**$69,920.00**
	WA6 SUBTOTAL	**$205,880.12**

Summary of Manhours by Classification
Johnson, Mirmiran & Thompson, Inc.
Southeast Loop Phase 2

Description of Work or Task	Project Director $292.00/Hr	Sr. Project Manager $285.00/Hr	Senior Prof. 2 $259.00/Hr	Senior Prof. 1 $227.00/Hr	Prof. 2 / Sr. Eng. Tech $194.00/Hr	Prof. 1 / Eng. Tech $149.00/Hr	Admin / Clerical $84.00/Hr	Staff-Hr. Totals	Staff Cost / Task Totals
Task 1. PROJECT MANAGEMENT									
a. Monthly Progress Report, Invoices, and Billings									
Submit Monthly Progress Reports to GEC									$0.00
Prepare Correspondence, Invoices, and Progress Reports Monthly									$0.00
b. Project Coordination & Administration									
Prepare and maintain records									$0.00
Correspondence and coordination with GEC									$0.00
Correspondence and coordination outside GEC									$0.00
PROJECT MANAGEMENT Subtotal:									**$0.00**
Task 2. CONTRUCTION PHASE SERVICES									
a. Review of Contractor Submittals - Up to 45 Submittals									$0.00
b. Review and Response to Contractor Requests for Information (RFI's) - Up to 55 RFI's									$0.00
c. Review of Contractor Shop Drawings - Up to 25 Shop Drawings									$0.00
d. Prepare revised plan sheets SUP removal	4	24	16	40	40	36	10	142	$35,196.00
e. Prepare revised plan sheets due to design modifications based on field condition	4	16	24	40	36	40	9	169	$34,724.00
CONTRUCTION PHASE SERVICES Subtotal:									**$69,920.00**
Expenses:									
JMT SUMMARY	**8**	**40**	**40**	**80**	**76**	**76**	**19**	**311**	**$69,920.00**

SUPPLEMENTAL WORK AUTHORIZATION NO. _7_
TO
WORK AUTHORIZATION NO. _5_

WILLIAMSON COUNTY ROAD BOND PROJECT:
Southeast Loop Phase 2 PS&E

This Supplemental Work Authorization No. _7_ to Work Authorization No. _5_ is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated March 13, 2017 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Johnson, Mirmiran & Thompson, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. _5_ dated effective July 16, 2021 (the "Work Authorization");

WHEREAS, pursuant to Article 14 of 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 Services to be Provided by the County that were set out in the original Attachment "A" of the Work Authorization are hereby amended, changed and modified as shown in the attached revised Attachment "A5-7" (must be attached).

II. The Services to be Provided by the Engineer that were set out in the original Attachment "B" of the Work Authorization are hereby amended, changed and modified as shown in the attached revised Attachment "B5-7" (must be attached).

III. The Work Authorization shall terminate on January 30, 2026. The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C5-7" (must be attached).

IV. The maximum amount payable for services under the Work Authorization is hereby increased from $4,926,585.92 to $4,976,738.92. The revised Fee Schedule is attached hereto as Attachment "D5-7" (must be attached).

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, to be effective as of the date of the last party's execution below.

ENGINEER:	**COUNTY:**
By: _____	By: _____
Signature	Signature
Kristi Flagg	_____
Printed Name	Printed Name
Senior Vice President	_____
Title	Title
5/9/2025	_____
Date	Date

LIST OF ATTACHMENTS

Attachment A5-7 - Services to be Provided by County

Attachment B5-7 - Services to be Provided by Engineer

Attachment C5-7 - Work Schedule

Attachment D5-7 - Fee Schedule

APPROVED
By Christen Eschberger at 1:26 pm, May 14, 2025

ATTACHMENT A5-7
SERVICES TO BE PROVIDED BY THE COUNTY
SOUTHEAST LOOP PHASE 2

In general, Williamson County and its representatives to their best efforts will render services as follows:

1. Name, business address, and phone number of Count's project manager.
2. Assistance to the Engineer, as necessary, with obtaining data and information from other local, regional, State and Federal agencies required for this project.
3. Obtain Rights of Entry from landowners
4. Provide available appropriate County data on file including plans and specifications that are deemed pertinent to the completion of the work required by the scope of services (including previous hydraulic studies, models, previous reports and studies, available existing traffic counts, and design year traffic projections)
5. Provide available criteria and full information as to the client's requirements for the project. Provide examples of acceptable format for the required deliverables.
6. Provide information on any meetings/discussions held with adjoining property owners that may impact the project.
7. Provide timely reviews and decisions necessary for the Engineer to maintain the project work schedule. Review recommendations offered by the Engineer, progress of work, and final acceptance of all documents.
8. Submittal of documentation and permits to regulatory agencies for review and comment, when specified.
9. Support project development efforts with stakeholders, coordinate meetings and interface with stakeholders, as needed.
10. Post and maintain project information for public consumption on the County website.
11. Assist with Coordination between the Engineer and the County's other consultants.
12. Negotiate with all utility companies for any agreements and/or relocations required.
13. Provide an agent as necessary to secure proposed ROW and relocate/remove improvements on proposed ROW.

ATTACHMENT B5-7
SERVICES TO BE PROVIDED BY THE ENGINEER FOR SOUTHEAST LOOP PHASE 2

PROJECT DESCRIPTION

Project Limits
New location from CR 137 to CR 404.

Proposed Facility

Construct a new 2 lane roadway with a continuous two-way left turn lanes and shared use path to serve as the future eastbound / northbound frontage road.

TASK DESCRIPTIONS

The Engineer shall categorize each task performed to correspond with the following Task Numbers and descriptions.

Scope of work
Johnson, Mirmiran, & Thompson, Inc. has been requested and given notice to proceed on June 9, 2021 at scoping meeting to provide a detailed 45% Plans, Specification, and Estimate (PS&E) for Phase 2 of the Southeast Loop.

Supplemental #1 was to continue the effort and scope needed to advance the 45% PS&E to final construction documents.

Supplemental #2 was to Project Management effort past the original design effort to change project limits (tie into FM 3349 project north of Boggy Creek), incorporate QL A SUE not available prior to the 100% Submittal, missing ROE to complete the PS&E, for environmental services and supporting ROW exhibit requests. The supplemental adds additional effort for Submittal of an Approved Jurisdictional Determination, Submittal of Nationwide Permit and Historic Resources Coordination. Finally, the supplemental is needed to allow for design coordination, alternatives analysis and design revisions based on QL A SUE and coordination with utility companies to address utility conflicts, to reduce Waters of the U.S. impacts, and to support ongoing ROW acquisition efforts.

Supplemental #3 adds effort and scope for FM 1660 addendum to final construction documents including supplemental survey. Scope is for one submittal of FM 1660 addendum signed and sealed plans. Supplemental also includes scope for preparation of TAC permit for 41WM1535.

Supplemental #4 extended the termination date to October 31, 2024.

Supplemental #5 extended the termination date to January 31, 2025.

Supplemental #6 adds effort and scope for FM 1660 revisions and PS&E package for FM 1660 and FM 3349/CR 404. Also adds effort and scope for the development of an Environmental Assessment (EA) in accordance with *24 CFR Part 58 Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities* – Subpart E (Environmental Review Process: Environmental Assessments).

Supplemental #7 adds effort and scope for preparing horizontal and vertical alignment design alternatives and exhibits for the intersection of FM 1660 and SE Loop EBFR. This also includes revising

drainage design due to addition of drainage ditch and SET's at various driveways along FM 1660. Minor adjustments have to be made to pavement marking and signing.

1. PROJECT MANAGEMENT (JMT)

   a. General Project Management (January 2025 to December 2025):

      - Designate one Licensed Professional Engineer (Texas) to be responsible for project management, and all communications with the County and its representatives.
      - The Engineer shall establish a schedule for the engineering services to be performed by the subconsultants. The engineer shall be responsible for the coordination, supervision, review, and incorporation of the subconsultants' work.

   b. Monthly Progress Report, Invoices, and Billings (January 2025 to December 2025):

      - Submit monthly progress status reports to the GEC. Progress reports will include deliverable table, tasks completed, tasks/objectives that are planned for the upcoming periods, list or description of items or decisions needed from the County and its representative. Subconsultant progress will be incorporated into the monthly progress report. A copy of the monthly progress report will be uploaded to ProjectWise.
      - Prepare correspondence, invoices, and progress reports monthly in accordance with current County requirements.

   c. Quality Assurance and Quality Control (QA/QC) Plan:

      - For each deliverable submittal, provide evidence of their internal review and mark-up of that deliverable as preparation for submittal and in accordance with submitted project specific QA/QC plan.
      - Provide continuous QA/QC throughout the duration of the scheduled services included herein to appraise both technical and business performance and provide direction for project activities.

   d. Project Coordination & Administration (January 2025 to December 2025):

      - Prepare and maintain routine project record keeping including records of meetings and minutes.
      - Correspondence and coordination will be handled through & with the concurrence of the GEC.
      - Manage project activities (including documenting emails, phone and conference calls, maintain project files for the length of the project, meeting agendas, meeting minutes, and schedule meetings), direct Engineer's team/staff, coordinate and review sub consultant work, correspond with the County and its representatives, and assist the County and its representatives in preparing responses to project-related inquiries.

   e. Progress/Coordination Meetings:

- Attend monthly coordination/progress meeting with the County and its representatives and stakeholders, as necessary to communicate development of the project and design issues (2 external meeting assumed).
- Prepare agenda and sign-in sheets for external coordination/progress meetings (2 external meeting assumed).
- Prepare meeting minutes for review via email within three (3) business days of the external coordination/progress meeting (2 external meeting assumed).
- Conduct internal coordination meetings as required to advance the development of the project (2 internal meeting assumed).

f. Stakeholder Coordination (Utility coordination and peer review coordination meetings) NOT USED

g. Project Schedule (January 2025 to December 2025):

- Maintain a project schedule indicating tasks, subtasks, critical dates, milestones, and deliverables. Submit to County as requested.

h. Submittal Review Process:

- Attend Comment Resolution Meetings for each milestone submittal
- Respond to Review Comments

Deliverables:

- Monthly Invoices and Progress Reports including Deliverable Table
- Meeting Minutes, Sign-In Sheets, and Agendas
- Project Schedule and Updates
- Project Files
- QA/QC Documentation with Deliverable
- Document Response Comments

2. ROUTE AND DESIGN STUDIES (JMT) (No additional work in this supplemental)

3. DRAINAGE STUDY (JMT)

a. Revise drainage area map (DAM), add new ditches along FM 1660, Revise culvert layout E2 to reflect updated hydraulic values, analyze and suggest driveway culverts

4. PUBLIC INVOLVEMENT (JMT) (No additional work in this supplemental)

5. RIGHT OF WAY (ROW) MAPPING (JMT/SAM) NOT USED

6. FIELD SURVEYING (SAM) (NOT USED)

7. ENVIRONMENTAL SERVICES (STN) (JMT) (No additional work in this supplemental)

8. GEOTECHNICAL SERVICES (HVJ) NOT USED

9. PLAN PREPARATION (PS&E) SERVICES (JMT/H&H) (PS&E Package for FM 1660 and FM 3349/CR 404)

Update design for FM 1660 revisions and prepare plans package for FM 1660 and various driveways.

a. Roadway Design/General:

- Index of Sheets
  - Prepare index sheets for plan sheet updates resulting from the additional work included in this supplemental work authorization.
- Project Layout
  - Prepare project layout sheets to include revised design resulting from the additional work included in this supplemental work authorization.
- General Notes
  - Prepare general notes to comply with design changes included in this supplemental work authorization.
- Construction Cost Estimate
  - Prepare construction cost estimate to comply with design changes included in this supplemental work authorization. In addition, update estimate bid item unit prices to reflect recent industry pricing trends.
- Horizontal Alignment Data
  - Prepare horizontal alignment data sheets to include revised design resulting from the additional work included in this supplemental work authorization.
- Quantity Summary Sheets
  - Prepare summary sheets to include revised design resulting from the additional work included in this supplemental work authorization.
- Roadway Plan & Profiles
  - Prepare roadway plan and profile sheets to include revised design resulting from the additional work included in this supplemental work authorization.
- Driveway Details
  - Prepare driveway layout sheets to include revised design resulting from the additional work included in this supplemental work authorization.
- Miscellaneous Roadway Details
  - Develop miscellaneous roadway detail sheets for the project that depict details required,which are not defined in standard detail sheets.
- Cross Sections / Cut and Fill Quantities

- Prepare cross sections and earthwork analysis to include reflect revised design resulting from the additional work included in this supplemental work authorization.

b. Traffic Control: (No additional work in this supplemental work authorization)

c. Signing and Pavement Markings Layouts

- Prepare signing and pavement marking layouts.
  - Unless otherwise directed by the County, all at-grade intersections are assumed to be all-way stops.
- Prepare pavement marking details for non-standard conditions.
- Prepare detail sheets for small signs for non-standard signs.

d. Bridge Design (not included)

e. Drainage:

- Drainage Area Maps
  - Revise proposed external drainage area maps for updates to show the overall project and drainage basin divides.
  - Add two additional sheets for the ditch drainage areas.
- Culvert Layout Sheets
  - Revise and develop culvert layout sheets at all the major crossing locations, up to one (1) locations.
  - Identify areas of the culvert construction that will require trench protection or special shoring.
- Hydraulic Data Sheets
  - Develop updated hydraulic data sheet at affected crossing locations.
- Culvert Standards and Detail Sheets
  - Select culvert standards based on headwall configuration and fill conditions. Develop details as needed for non-standard headwalls, special grading at upstream and downstream transitions and energy dissipation.
- Parallel Drainage design
  - Prepare interior drainage area maps that depict drainage area boundaries and flow direction arrows. Each area will be identified and cross-referenced to the calculation sheets.
  - Prepare Drainage plan and profiles
    - Storm Sewer Design
      - Design and analyze storm drains using Geopak Drainage.

- Size inlets, laterals, trunk line and outfall. Develop designs that minimize the interference with the passage of traffic or incur damage to the highway and local property in accordance with the State's Hydraulic Design Manual, District criteria and any specific guidance provided by the County.
- Determine hydraulic grade line starting at the outfall channel each storm drain deign.Use the design water surface elevation of the outfall as the starting basis (tailwater) for the design of the proposed storm sewer system.
- Limit discharge into existing storm drains and existing outfalls to the capacity of theexisting system, which will be determined by the Subconsultant.

- Roadside Ditch Design
  - Prepare calculations for run-off to each hydraulic crossing or driveway culvert(s) and ditch hydraulic information in accordance with Williamson County Design Criteria Manual and shown on the run-off and ditch computation sheets.
  - Prepare tabular ditch layout schedule that depicts pertinent information about the roadside ditch geometry and design. This table will include station, offset, flow line elevation, velocity, ditch lining material, as well as ditch bottom width. The tables will be shown on the hydraulic data sheets.
  - Provide drainage design details for "non-standard" drainage structures in instances wherethey are not covered by County or TxDOT standard details. Use standards details whererepractical.
  - Prepare storm sewer standard details sheets
  - Prepare miscellaneous drainage details sheet(s)

f. Stormwater Pollution Prevention Plan (SW3P):

- Prepare SWP3 sheet, and temporary erosion control layouts to include revised design resulting from the additional work included in this supplemental work authorization.

g. Traffic Signal Design: (No additional work in this supplemental work authorization)

Deliverables:

- 90% PS&E Submittal including applicable items per Williamson County Submittal Checklists
- 100% PS&E Submittal including applicable items per Williamson County Submittal Checklists

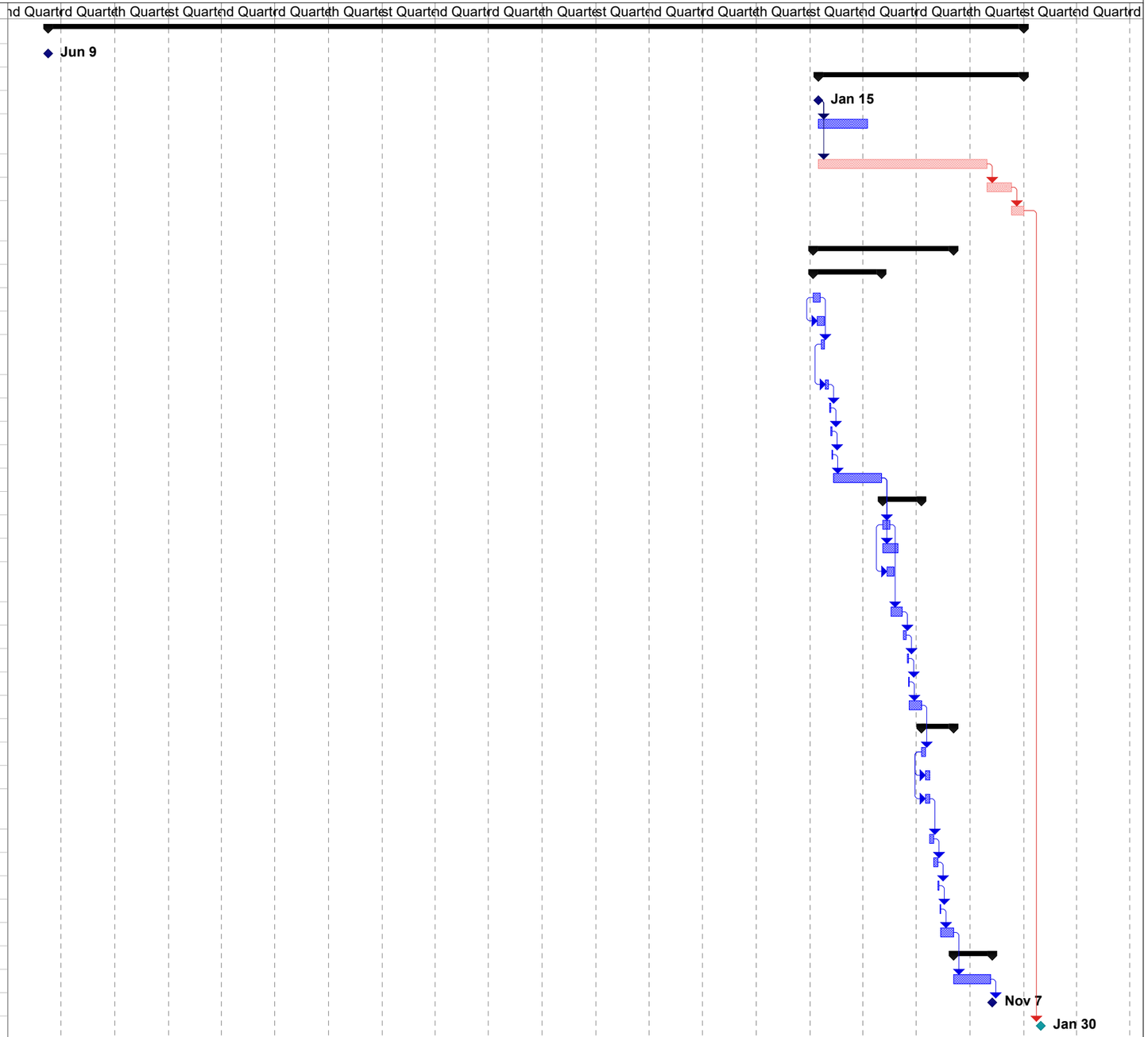
10. BIDDING PHASE SERVICES (Not Used)

11. EXCLUSIONS: (Not Used)

Willimson County, Texas
Southeast Loop Ph2

Southeast Loop Segment 2 Phase 1 PS&E
WORK SCHEDULE EXHIBIT C5-7

ID	Task Name	Duration	Start	Finish	Predecessors
1	**Wilco Southeast Loop Ph2**	**1186 days**	**Wed 6/9/21**	**Wed 12/31/25**	
2	**Start Date**	**0 days**	**Wed 6/9/21**	**Wed 6/9/21**	
3	**HUD EA Approval**	**251 days**	**Wed 1/15/25**	**Wed 12/31/25**	
4	Notice to Proceed	0 days	Wed 1/15/25	Wed 1/15/25	
5	Technical Studies - Noise and Socioeconomic	60 days	Wed 1/15/25	Tue 4/8/25	4
6	HERO Coordination and Data Entry	206 days	Wed 1/15/25	Wed 10/29/25	4
7	EA Approval	30 days	Thu 10/30/25	Wed 12/10/25	6
8	HUD Notice of Intent to Request Release of Funds	15 days	Thu 12/11/25	Wed 12/31/25	7
9	**PS&E Update (2025)**	**172 days**	**Mon 1/6/25**	**Tue 9/2/25**	
10	**60% Submittal**	**85 days**	**Mon 1/6/25**	**Fri 5/2/25**	
11	Roadway Design and XS/Modeling Updates	10 days	Mon 1/6/25	Fri 1/17/25	
12	Drainage Design Updates	10 days	Mon 1/13/25	Fri 1/24/25	11SS+5 days
13	Misc. Design Updates (Signal, TCP, SPM, SW3P)	5 days	Mon 1/20/25	Fri 1/24/25	11
14	Plan Production	5 days	Mon 1/27/25	Fri 1/31/25	13SS+5 days
15	Internal QC	2 days	Mon 2/3/25	Tue 2/4/25	14
16	Supporting Documents	2 days	Wed 2/5/25	Thu 2/6/25	15
17	Submittal	1 day	Fri 2/7/25	Fri 2/7/25	16
18	Plan Review	60 days	Mon 2/10/25	Fri 5/2/25	17
19	**90% Submittal**	**48 days**	**Mon 5/5/25**	**Wed 7/9/25**	
20	Roadway Design and XS/Modeling Updates	10 days	Mon 5/5/25	Fri 5/16/25	18
21	Drainage Design Updates	20 days	Mon 5/5/25	Fri 5/30/25	18
22	Misc. Design Updates (Signal, TCP, SPM, SW3P)	10 days	Mon 5/12/25	Fri 5/23/25	20SS+5 days
23	Plan Production	15 days	Mon 5/19/25	Fri 6/6/25	20
24	Internal QC	5 days	Mon 6/9/25	Fri 6/13/25	23
25	Supporting Documents	2 days	Mon 6/16/25	Tue 6/17/25	24
26	Submittal	1 day	Wed 6/18/25	Wed 6/18/25	25
27	Plan Review	15 days	Thu 6/19/25	Wed 7/9/25	26
28	**100% Submittal**	**39 days**	**Thu 7/10/25**	**Tue 9/2/25**	
29	Roadway Design and XS/Modeling Updates	5 days	Thu 7/10/25	Wed 7/16/25	27
30	Drainage Design Updates	5 days	Thu 7/17/25	Wed 7/23/25	29SS+5 days
31	Misc. Design Updates (Signal, TCP, SPM, SW3P)	5 days	Thu 7/17/25	Wed 7/23/25	29SS+5 days
32	Plan Production	5 days	Thu 7/24/25	Wed 7/30/25	31
33	Internal QC	5 days	Thu 7/31/25	Wed 8/6/25	32
34	Supporting Documents	2 days	Thu 8/7/25	Fri 8/8/25	33
35	Submittal	1 day	Mon 8/11/25	Mon 8/11/25	34
36	Plan Review & Processing for Bid Phase	16 days	Tue 8/12/25	Tue 9/2/25	35
37	**Bid Phase**	**48 days**	**Wed 9/3/25**	**Fri 11/7/25**	
38	Advertise for bid	45 days	Wed 9/3/25	Tue 11/4/25	36
39	Bid Opening	0 days	Fri 11/7/25	Fri 11/7/25	38FS+3 days
40	**End Date**	0 days	Fri 1/30/26	Fri 1/30/26	8FS+21 days



Date: Fri 5/9/25

Task, Split, Milestone, Summary, Project Summary, External Tasks, External Milestone, Inactive Milestone, Inactive Summary, Manual Task, Duration-only, Manual Summary Rollup, Manual Summary, Start-only, Finish-only, External Tasks, External Milestone, Critical, Critical Split, Progress, Deadline

EXHIBIT D5-7
FEE SCHEDULE

FOR
JOHNSON, MIRMIRAN & THOMPSON, INC

Southeast Loop Phase 2

For services described in the Scope of Services, we request the compensation as detailed below. Cost breakdowns for engineering services and explanation of expenses are shown on the following pages.

SWA7 to WA5 AMOUNT

$50,153.00

EXHIBIT D5-7 - FEE SCHEDULE

Fee Schedule Summary
Johnson, Mirmiran & Thompson, Inc.
Southeast Loop Phase 2

	Description of Work or Task	JMT (90.6%)	SAM (2.4%)	STN (3.4%)	HVJ (0.0%)	H&H (3.6%)	Cost / Task Totals
WA5	Task 1. PROJECT MANAGEMENT	$170,962.50	$0.00	$10,680.00	$0.00	$0.00	$181,642.50
	Task 2. ROUTE AND DESIGN STUDIES	$44,750.00	$0.00	$0.00	$0.00	$0.00	$44,750.00
	Task 3. DRAINAGE STUDY	$368,490.00	$0.00	$0.00	$0.00	$0.00	$368,490.00
	Task 4. PUBLIC INVOLVEMENT (to be included at a later d	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	Task 5. RIGHT OF WAY (ROW) MAPPING	$22,800.00	$33,024.00	$0.00	$0.00	$0.00	$55,824.00
	Task 6. SURVEYING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	Task 7. ENVIRONMENTAL SERVICES	$0.00	$0.00	$36,040.00	$0.00	$0.00	$36,040.00
	Task 8 GEOTECHNICAL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	Task 9. PLAN PREPARATION (PS&E)	$646,500.00	$0.00	$0.00	$0.00	$50,260.30	$696,760.30
	Task 10. BIDDING PHASE SERVICES (To be included at a la	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	FEE SCHEDULE SUMMARY	**$1,253,502.50**	**$33,024.00**	**$46,720.00**	**$0.00**	**$50,260.30**	**$1,383,506.80**

	Description of Work or Task	JMT (57.9%)	SAM (11.2%)	STN (5.0%)	HVJ (17.2%)	H&H (8.8%)	Cost / Task Totals
SWA1 to WA5	Task 1. PROJECT MANAGEMENT	$89,145.00	$0.00	$33,098.95	$0.00	$0.00	$122,243.95
	Task 2. ROUTE AND DESIGN STUDIES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	Task 3. DRAINAGE STUDY	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	Task 4. PUBLIC INVOLVEMENT	$54,540.00	$0.00	$0.00	$0.00	$0.00	$54,540.00
	Task 5. RIGHT OF WAY (ROW) MAPPING	$0.00	$171,763.00	$0.00	$0.00	$0.00	$171,763.00
	Task 6. SURVEYING	$0.00	$48,717.00	$0.00	$0.00	$0.00	$48,717.00
	Task 7. ENVIRONMENTAL SERVICES	$0.00	$0.00	$64,790.00	$0.00	$0.00	$64,790.00
	Task 8 GEOTECHNICAL	$0.00	$0.00	$0.00	$338,176.50	$0.00	$338,176.50
	Task 9. PLAN PREPARATION (PS&E)	$961,320.00	$0.00	$0.00	$0.00	$171,110.00	$1,132,430.00
	Task 10. BIDDING PHASE SERVICES	$37,060.00	$0.00	$0.00	$0.00	$1,890.00	$38,950.00
	FEE SCHEDULE SUMMARY	**$1,142,065.00**	**$220,480.00**	**$97,888.95**	**$338,176.50**	**$173,000.00**	**$1,971,610.45**

	Description of Work or Task	JMT (77.8%)	SAM (3.6%)	STN (7.5%)	HVJ (4.5%)	H&H (6.5%)	Cost / Task Totals
SWA2 to WA5	Task 1. PROJECT MANAGEMENT	$137,395.92	$0.00	$940.60	$0.00	$0.00	$138,336.52
	Task 2. ROUTE AND DESIGN STUDIES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	Task 3. DRAINAGE STUDY	$171,232.16	$0.00	$0.00	$0.00	$0.00	$171,232.16
	Task 4. PUBLIC INVOLVEMENT	$22,451.60	$0.00	$0.00	$0.00	$0.00	$22,451.60
	Task 5. RIGHT OF WAY (ROW) MAPPING	$17,673.96	$36,148.00	$0.00	$0.00	$0.00	$53,821.96
	Task 6. SURVEYING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	Task 7. ENVIRONMENTAL SERVICES	$13,230.88	$0.00	$74,397.90	$0.00	$0.00	$87,628.78
	Task 8. GEOTECHNICAL	$0.00	$0.00	$0.00	$45,334.04	$0.00	$45,334.04
	Task 9. PLAN PREPARATION (PS&E)	$417,368.91	$0.00	$0.00	$0.00	$65,477.49	$482,846.40
	Task 10. BIDDING PHASE SERVICES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	FEE SCHEDULE SUMMARY	**$779,353.43**	**$36,148.00**	**$75,338.50**	**$45,334.04**	**$65,477.49**	**$1,001,651.46**

	Description of Work or Task	JMT (22.8%)	SAM (1.9%)	STN (0.0%)	HVJ (0.0%)	H&H (0.2%)	Cost / Task Totals
SWA3 to WA5	Task 1. PROJECT MANAGEMENT	$14,468.63	$0.00	$0.00	$0.00	$0.00	$14,468.63
	Task 2. ROUTE AND DESIGN STUDIES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	Task 3. DRAINAGE STUDY	$21,251.29	$0.00	$0.00	$0.00	$0.00	$21,251.29
	Task 4. PUBLIC INVOLVEMENT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	Task 5. RIGHT OF WAY (ROW) MAPPING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	Task 6. SURVEYING	$0.00	$19,016.88	$0.00	$0.00	$0.00	$19,016.88
	Task 7. ENVIRONMENTAL SERVICES	$7,673.50	$0.00	$0.00	$0.00	$0.00	$7,673.50
	Task 8. GEOTECHNICAL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	Task 9. PLAN PREPARATION (PS&E)	$185,391.25	$0.00	$0.00	$0.00	$0.00	$185,391.25
	Task 10. BIDDING PHASE SERVICES	$0.00	$0.00	$0.00	$0.00	$2,190.66	$2,190.66
	FEE SCHEDULE SUMMARY	**$228,784.67**	**$19,016.88**	**$0.00**	**$0.00**	**$2,190.66**	**$249,992.21**

	Description of Work or Task	JMT (24.7%)	SAM (0.0%)	STN (7.2%)	HVJ (0.0%)	H&H (0.0%)	Cost / Task Totals
SWA6 to WA5	Task 1. PROJECT MANAGEMENT	$40,767.00	$0.00	$0.00	$0.00	$0.00	$40,767.00
	Task 2. ROUTE AND DESIGN STUDIES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	Task 3. DRAINAGE STUDY	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	Task 4. PUBLIC INVOLVEMENT	$8,762.00	$0.00	$0.00	$0.00	$0.00	$8,762.00
	Task 5. RIGHT OF WAY (ROW) MAPPING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	Task 6. SURVEYING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	Task 7. ENVIRONMENTAL SERVICES	$0.00	$0.00	$72,604.00	$0.00	$0.00	$72,604.00
	Task 8. GEOTECHNICAL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	Task 9. PLAN PREPARATION (PS&E)	$83,128.00	$0.00	$0.00	$0.00	$0.00	$83,128.00
	Task 10. BIDDING PHASE SERVICES	$14,564.00	$0.00	$0.00	$0.00	$0.00	$14,564.00
		$247,221.00	**$0.00**	**$72,604.00**	**$0.00**	**$0.00**	**$319,825.00**

	Description of Work or Task	JMT (5.0%)	SAM (0.0%)	STN (0.0%)	HVJ (0.0%)	H&H (0.0%)	Cost / Task Totals
SWA7 to WA5	Task 1. PROJECT MANAGEMENT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	Task 2. ROUTE AND DESIGN STUDIES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	Task 3. DRAINAGE STUDY	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	Task 4. PUBLIC INVOLVEMENT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	Task 5. RIGHT OF WAY (ROW) MAPPING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	Task 6. SURVEYING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	Task 7. ENVIRONMENTAL SERVICES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	Task 8. GEOTECHNICAL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	Task 9. PLAN PREPARATION (PS&E)	$50,153.00	$0.00	$0.00	$0.00	$0.00	$50,153.00
	Task 10. BIDDING PHASE SERVICES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	FEE SCHEDULE SUMMARY	**$50,153.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$50,153.00**

	Suplemental Work Authorization 7	
	Johnson, Mirmiran & Thompson, Inc.	**$50,153.00**
	SWA7 to WA5 SUBTOTAL	**$50,153.00**
	PROJECT TOTAL	**$4,976,738.92**

Summary of Manhours by Classification
Johnson, Mirmiran & Thompson, Inc.
Southeast Loop Phase 2

Description of Work or Task	Project Director $278.48/Hr	Sr. Project Manager $285.00/Hr	Senior Prof. 2 $259.00/Hr	Senior Prof. 1 $227.00/Hr	Prof. 2 / Sr. Eng. Tech $194.00/Hr	Prof. 1 / Eng. Tech $149.00/Hr	Admin / Clerical $84.00/Hr	Staff-Hr. Totals	Staff Cost / Task Totals
Task 1. PROJECT MANAGEMENT									
a. General Project Management									
Subconsultant Supervision - (additional 3 Mo.)								0	$0.00
b. Monthly Progress Reports, Invoices, and Billing									
Progress Reports, Invoices, and Billing - (additional 3 Mo.)								0	$0.00
Project Correspondence - (additional 3 Mo.)								0	$0.00
c. Quality Assurance / Quality Control (QA/QC) Plan									
Submittal QA/QC - 3 submittals								0	$0.00
d. Project Coordination and Administration									
Prepare and maintain records - (additional 3 Mo..)								0	$0.00
Correspondence and coordination with GEC - (additional 3 Mo..)								0	$0.00
Correspondence and coordination outside GEC - (additional 3 Mo..)								0	$0.00
e. Progress / Coordination Meetings									
Attend Monthly Meeting - (additional 3 Mo..)								0	$0.00
Prepare agenda and sign-in sheets for coordination meetings - (additional 3 Mo..)								0	$0.00
Prepare meeting minutes - (additional 3 Mo.)								0	$0.00
Internal coordination meetings - (additional 3 Mo.)								0	$0.00
f. Stakeholder Coordination									
Coordinate with local agencies and County's consultants								0	$0.00
Attend stakeholder meetings								0	$0.00
Prepare agenda and sign-in sheets for stakeholder coordination								0	$0.00
Prepare meeting minutes								0	$0.00
g. Project Schedule									
Maintain Project Schedule - (additional 3 Mo..)								0	$0.00
h. Submittal Review Process									
Attend comment resolution meetings - (2 Mtg.)								0	$0.00
Direct Expenses									$0.00
PROJECT MANAGEMENT Subtotal:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0.00**
Task 3. DRAINAGE STUDY									
Task 9. Plan Preparation (PS&E) - FM 1660									
a. Roadway Design/General PS&E									
Title Sheet								0	$0.00
Index of Sheets								0	$0.00
Project Layout								0	$0.00
Typical Sections								0	$0.00
General Notes								0	$0.00
Construction Cost Estimate								0	$0.00
Survey Control Data								0	$0.00
Horizontal Alignment Data			14	40		24		78	$16,282.00
Quantity Summary Sheets								0	$0.00
Removal Layouts								0	$0.00
Roadway Plan & Profiles			6	24		24		54	$10,578.00
Cross Street / Intersection Layouts								0	$0.00
Driveway Details						24		24	$3,576.00
Miscellaneous Roadway Details								0	$0.00
Existing Utility Layouts								0	$0.00
Existing Utility Coordination								0	$0.00
Cross Sections / Cut and Fill Quantities			2			12		14	$2,306.00
Standard Details								0	$0.00
Submittal Preparation / Comment Responses (3 submittals)			4	8				12	$2,852.00
b. Traffic Control PS&E									
Traffic Control Plans (TCP)								0	$0.00
Construction Schedule								0	$0.00
c. Signing and Pavement Marking PS&E									
Signing and Pavement Marking Layouts				2		10		12	$1,944.00
Pavement Marking Details				2		10		12	$1,944.00
Small Sign Details				1		4		5	$823.00
e. Drainage PS&E									
Drainage Area Maps			1			6		7	$1,153.00
Culvert Layout Sheets			1		8			9	$1,811.00
Hydraulic Data Sheets			1		8			9	$1,811.00
Culvert Standards and Detail Sheets								0	$0.00
Parallel Drainage Design Sheets								0	$0.00
Storm Sewer Inlet Design								0	$0.00
Grading Quantities and Design								0	$0.00
Standard Details								0	$0.00
Roadside Ditch & Channel Design			1		8			9	$1,811.00
Hydraulic Data Ditches			2		8	8		18	$3,262.00
Scour Report and Coordination with Structural Designers								0	$0.00
f Stormwater Pollution Prevention Plans (SW3P)									
SWP3 Sheet								0	$0.00
Temporary Erosion Control Layouts								0	$0.00
Miscellaneous Erosion Control Details								0	$0.00
g. Traffic Signal Design (FM 1660)									
Final PS&E									
General Notes, Standards and Quantities								0	$0.00
Proposed Signal Layout								0	$0.00
Signal Elevations								0	$0.00
Electrical Wiring Details								0	$0.00
Signal Phasing and Detection Schemes								0	$0.00
ADA Ramps								0	$0.00
PLAN PREPARATION (PS&E) Subtotal:	**0**	**0**	**32**	**77**	**32**	**122**	**0**	**263**	**$50,153.00**
Task 10. Bidding Phase Services									
Specification List and Bid form									$0.00
Pre-bid Meeting									$0.00
Respond to Bidder's Question									$0.00
Prepare Project Addenda									$0.00
Bid Recommendation									$0.00
BIDDING PHASE SERVICES Subtotal:		**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0.00**
Expenses:									**$0.00**
JMT SUMMARY	**0**	**0**	**32**	**77**	**32**	**122**	**0**	**263**	**$50,153.00**

SUPPLEMENTAL WORK AUTHORIZATION NO. _1_
TO
WORK AUTHORIZATION NO. _7_

WILLIAMSON COUNTY ROAD BOND PROJECT:
Southeast Loop Phase 2 PS&E

This Supplemental Work Authorization No. _1_ to Work Authorization No. _7_ is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated March_13,_2017 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Johnson, Mirmiran & Thompson, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. _7_ dated effective November 21, 2024 (the "Work Authorization");

WHEREAS, pursuant to Article 14 of 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 Services to be Provided by the County that were set out in the original Attachment "A" of the Work Authorization are hereby amended, changed and modified as shown in the attached revised Attachment "A7-1" (must be attached).

II. The Services to be Provided by the Engineer that were set out in the original Attachment "B" of the Work Authorization are hereby amended, changed and modified as shown in the attached revised Attachment "B7-1" (must be attached).

III. The Work Authorization shall terminate on September 30, 2026. The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C7-1" (must be attached).

IV. The maximum amount payable for services under the Work Authorization is hereby increased from $120,252.80 to $800,754.84. The revised Fee Schedule is attached hereto as Attachment "D7-1" (must be attached).

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, to be effective as of the date of the last party's execution below.

ENGINEER:	**COUNTY:**
By: _____	By: _____
Signature	Signature
Kristi D. Flagg, P.E.	_____
Printed Name	Printed Name
Senior Vice President	_____
Title	Title
5/14/2025	_____
Date	Date

LIST OF ATTACHMENTS

Attachment A7-1 – Services to be Provided by County

Attachment B7-1 – Serviced to be Provided by Engineer

Attachment C7-1 – Work Schedule

Attachment D7-1 – Fee Schedule

APPROVED
By Christen Eschberger at 3:36 pm, May 28, 2025

Items 17 and 18 were added

ATTACHMENT A7-1
SERVICES TO BE PROVIDED BY THE COUNTY FOR SOUTHEAST LOOP PHASE 2

In general, Williamson County and its representatives to their best efforts will render services as follows:

1. Name, business address, and phone number of County's project manager.

2. Assistance to the Engineer, as necessary, with obtaining data and information from other local, regional, State and Federal agencies required for this project.

3. Obtain Rights of Entry from landowners that are willing to grant access to the Engineer.

4. Provide available appropriate County data on file including plans and specifications that are deemed pertinent to the completion of the work required by the scope of services (including previous hydraulic studies, models, previous reports and studies, available existing traffic counts, and design year traffic projections).

5. Provide available criteria and full information as to the client's requirements for the project. Provide examples of acceptable format for the required deliverables.

6. Provide information on any meetings/discussions held with adjoining property owners that may impact the project.

7. Provide timely reviews and decisions necessary for the Engineer to maintain the project work schedule. Review recommendations offered by the Engineer, progress of work, and final acceptance of all documents.

8. Submittal of documentation and permits to regulatory agencies for review and comment, when specified.

9. Support project development efforts with stakeholders, coordinate meetings and interface with stakeholders, as needed.

10. Post and maintain project information for public consumption on the County website.

11. Assist with Coordination between the Engineer and the County's other consultants.

12. Negotiate with all utility companies for any agreements and/or relocations required.

13. Provide an agent as necessary to secure proposed ROW and relocate/remove improvements on proposed ROW.

14. Provide construction observation and review contractor pay application and progress.

15. Provide Engineer with Contractor submittals, Requests for Information (RFI's, shop drawings, and correspondence.

16. Review Engineer progress, submittals, and plan changes.

17. Provide Contractor to perform clearing of trees identified by the Engineer for the archeological investigations under TAC permit for 41WM1535 and FM 1660 realignment

18. Install sediment erosion control measures (silt fence) for archeological investigations under TAC permit for 41WM1535 and FM 1660 realignment

19. Provide water pumps and perform dewatering of excavations after rain events.

20. Provide inspection of sediment erosion control and reports.

ATTACHMENT B7-1
SERVICES TO BE PROVIDED BY THE ENGINEER
ENVIRONMENTAL SERVICES
SOUTHEAST LOOP PHASE 2

PROJECT DESCRIPTION

Project Limits
New location from CR 137 to CR 404.

Proposed Facility

Construct a new 2 lane roadway with continuous turn lanes and shared use path to serve as the future eastbound / northbound frontage road.

TASK DESCRIPTIONS

The Engineer shall categorize each task performed to correspond with the following Task Numbers and descriptions.

Scope of Work

Fieldwork, analysis and reporting for archeological investigations under TAC permit for 41WM1535 and FM 1660 realignment.

SWA 1 Additional field work analysis and report for data recovery phase extending from June 1, 2025, to September 30th, 2026.

1. PROJECT MANAGEMENT (JMT)
   a. Monthly Progress Report, Invoices, and Billings (15 months assumed):
      - Submit monthly progress status reports to the GEC. Progress reports will include deliverable table, tasks completed, tasks/objectives that are planned for the upcoming periods, list or description of items or decisions needed from the County and its representative. Subconsultant progress will be incorporated into the monthly progress report. A copy of the monthly progress report will be uploaded to ProjectWise.
      - Prepare correspondence, invoices, and progress reports monthly in accordance with current County requirements.
   b. Project Coordination & Administration (15 months assumed):
      - Prepare and maintain routine project record keeping including records of meetings and minutes.
      - Correspondence and coordination will be handled through & with the concurrence of the GEC.
      - Manage project activities (including documenting emails, phone and conference

calls, maintain project files for the length of the project, meeting agendas, meeting minutes, and schedule meetings), direct Engineer's team/staff, coordinate and review sub consultant work, correspond with the County and its representatives, and assist the County and its representatives in preparing responses to project-related inquiries.

Deliverables:

- Monthly Invoices and Progress Reports
- Meeting Minutes, Sign-In Sheets, and Agendas

7. ENVIRONMENTAL SERVICES

e. Texas Antiquities Code (TAC) Compliance:

- Agency coordination
    i. Update and/or produce a new Antiquities Permit to cover data recovery investigations.
    ii. Continue coordination with the THC throughout the project to ensure the terms of the Antiquities Permit are met.
- Field work
    i. Conduct archeological data recovery excavations at site 41WM1535 to mitigate adverse effects to the site due to the construction of Southeast Loop. Proposed fieldwork will consist of mechanical trenching, and hand excavation of test units, geomorphological analysis, and collection of soil and radiocarbon samples.
    ii. All artifacts collected from hand excavations will be collected for analysis and curation except for thermally altered rocks. Thermally altered rocks will be sorted by size and weighed by size and provenience before being discarded in the field; a small sample will be retained for curation.
    iii. Soil samples will be collected from each excavated feature for flotation. Burned material from feature contexts will be collected for radiocarbon dating.
- Laboratory analyses
    i. Clean all collected artifacts, after which they will be sorted into classes, quantified by provenience, and entered into an excel database. JMT will analyze all faunal material to identify all specimens to the most specific possible taxon. Where possible, individual elements will be recorded, and a minimum number of individuals will be estimated.
    ii. Soil samples collected from features will undergo flotation processing and light fractions will be sent to a paleoethnobotanist for analysis of any macrobotanical remains present.
- Report
    i. Prepare a draft report in accordance with the Council of Texas Archeologists' Guidelines and Standards for CRM Reports. The report will include environmental and cultural contexts for the region, methods used, and results of the data recovery excavations and subsequent analyses. The draft report will be submitted to the GEC for review and comment. Once approved, JMT will submit the draft report to the THC for review.
- Curation

i. Preparation of project records and artifacts for curation at the Texas Archeological Research Laboratory (TARL) at the University of Texas.

- Assumptions and Exclusions
  i. JMT will excavate no more than five (5) mechanical trenches.
  ii. Hand excavation will be limited to no more than ten (10) cubic meters of sediment.
  iii. JMT will submit up to 25 samples for radiocarbon dating.
  iv. JMT or its subconsultant will submit up to one single grain sample for optically stimulated luminescence (OSL) dating.
  v. Up to 70 light fractions from flotation will be sent to a paleoethnobotanist for analysis.
  vi. JMT will analyze up to 800 individual faunal specimens.
  vii. JMT assumes no human burials are present within the project area. This scope of work does not include excavation of human burials, tribal coordination, or any additional permitting related to human burials. If human burials are found during the course of data recovery excavation, their removal and any associated work will be coordinated under a separate scope and fee.
  viii. JMT will not conduct mechanical excavations deeper than 19 feet below ground surface.
  ix. JMT will not dewater any deep mechanical excavations. If ground water is encountered, excavation of the trench will cease. If rain leads to standing water in trenches, work in those trenches will cease until the water has receded.

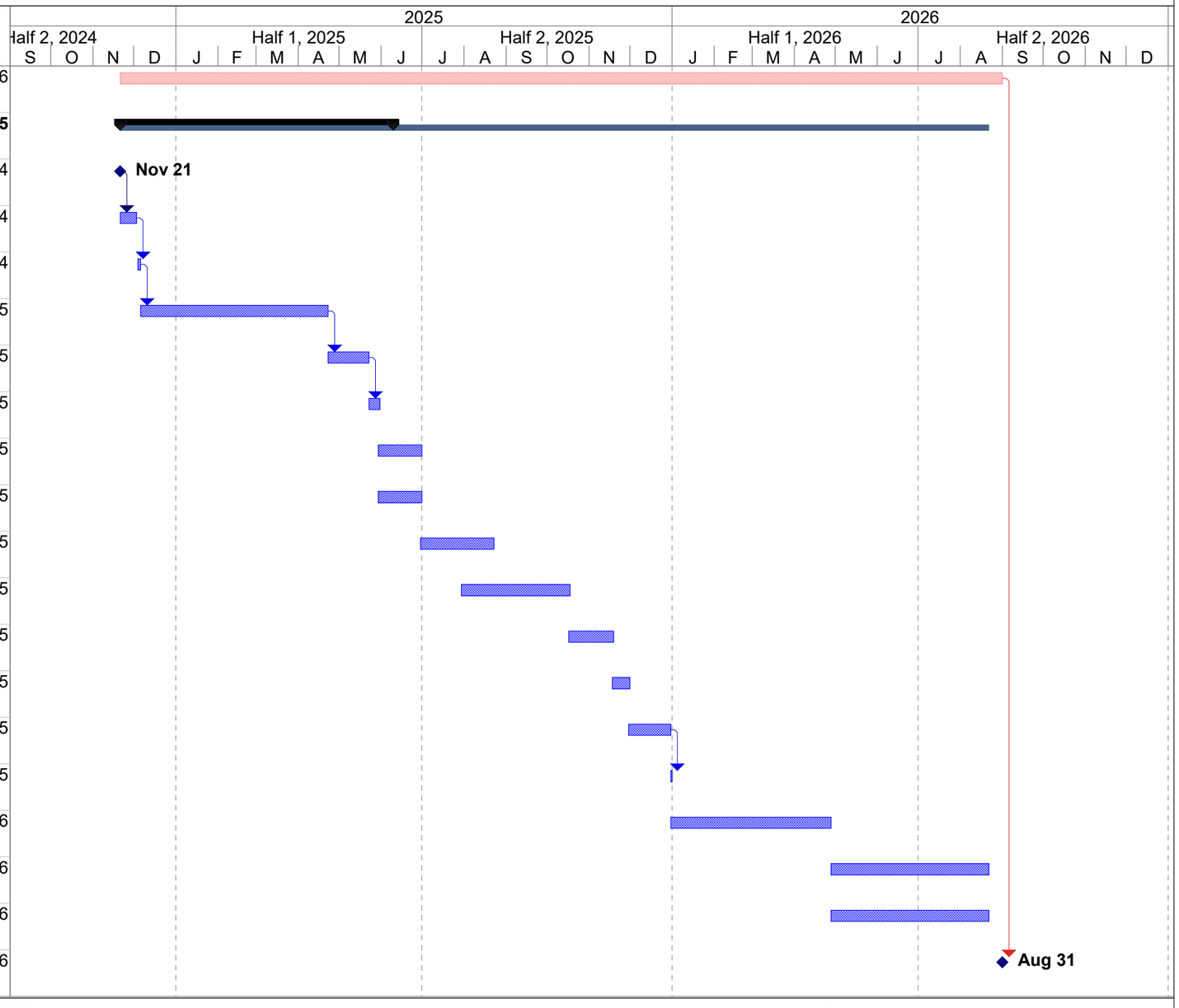
Deliverables:

- Updated Antiquities permit scope of work for data recovery excavations
- Draft and Final Archeological Reports

Willimson County, Texas
Southeast Loop Ph2

Southeast Loop Segment 2 Phase 1 PS&E
WORK SCHEDULE ATTACHMENT C7-1

ID	Task Name	Duration	Start	Finish
1	**Task 1 Project Management**	465 days	Thu 11/21/24	Mon 8/31/26
2	**Task 7 - Environmental Services (Archeology)**	**144 days?**	**Thu 11/21/24**	**Mon 6/9/25**
3	WA 7 Execution	0 days	Thu 11/21/24	Thu 11/21/24
4	Fieldwork (Testing and FM 1660 Survey)	8 days	Thu 11/21/24	Mon 12/2/24
5	Artifact Analysis	2 days	Wed 12/4/24	Thu 12/5/24
6	Testing Draft Report	99 days	Fri 12/6/24	Tue 4/22/25
7	THC Review of Draft Report	22 days	Wed 4/23/25	Thu 5/22/25
8	Address THC Comments on Draft Report	6 days	Fri 5/23/25	Fri 5/30/25
9	Resubmit Testing Report to THC	22 days	Fri 5/30/25	Mon 6/30/25
10	Antiquities Permit Amendment	22 days	Fri 5/30/25	Mon 6/30/25
11	Fieldwork	40 days	Mon 6/30/25	Fri 8/22/25
12	Draft Interim Data Recovery Report	58 days	Wed 7/30/25	Fri 10/17/25
13	THC Review of Draft Interim Data Recovery Report	23 days	Fri 10/17/25	Tue 11/18/25
14	Address THC Comments	10 days	Tue 11/18/25	Sun 11/30/25
15	Resubmit Report to THC	23 days	Sun 11/30/25	Tue 12/30/25
16	Site Clearance	1 day	Wed 12/31/25	Wed 12/31/25
17	Remaining Analysis	84 days	Wed 12/31/25	Mon 4/27/26
18	Final Data Recovery Report	84 days	Tue 4/28/26	Fri 8/21/26
19	Curation	84 days	Tue 4/28/26	Fri 8/21/26
20	**WA 7 Termination**	0 days	Mon 8/31/26	Mon 8/31/26



Date: Wed 5/14/25

Task	External Tasks	Duration-only	External Tasks	Deadline			
Split	External Milestone	Manual Summary Rollup	External Milestone				
Milestone	Inactive Milestone	Manual Summary	Critical				
Summary	Inactive Summary	Start-only	Critical Split				
Project Summary	Manual Task	Finish-only	Progress				

ATTACHMENT D7-1
FEE SCHEDULE

FOR
JOHNSON, MIRMIRAN & THOMPSON, INC

Southeast Loop Phase 2

For services described in the Scope of Services, we request the compensation as detailed below. Cost breakdowns for engineering services and explanation of expenses are shown on the following pages.

SWA1 to WA7 AMOUNT

$680,502.04

ATTACHMENT D7-1 - FEE SCHEDULE

Fee Schedule Summary
Johnson, Mirmiran & Thompson, Inc.
Southeast Loop Phase 2

	Description of Work or Task	JMT (100.0%)	STN (0.0%)	CDF	Cost / Task Totals
WA7					
	Task 1. PROJECT MANAGEMENT	$ 9,156.00	$ -	$ -	$ 9,156.00
	Task 7. ENVIRONMENTAL SERVICES	$ 85,208.80	$ -	$ -	$ 85,208.80
	DIRECT EXPENSES SUMMARY	$ 25,888.00	$ -	$ -	$ 25,888.00
	FEE SCHEDULE SUMMARY	**$ 94,364.80**	**$ -**	**$ -**	**$ 120,252.80**

	Description of Work or Task	JMT (100.0%)	STN (100.0%)	CDF (100.0%)	Cost / Task Totals
SWA1 to WA7					
	Task 1. PROJECT MANAGEMENT	$ 36,940.00	$ -	$ -	$ 36,940.00
	Task 7. ENVIRONMENTAL SERVICES	$ 401,502.00	$ 86,310.00	$ 62,336.96	$ 550,148.96
	DIRECT EXPENSES SUMMARY	$ 65,726.00	$ -	$ 27,687.08	$ 93,413.08
	FEE SCHEDULE SUMMARY	**$ 504,168.00**	**$ 86,310.00**	**$ 90,024.04**	**$ 680,502.04**

	Suplemental Work Authorization 1	
	Johnson, Mirmian & Thompson, Inc.	**$ 504,168.00**
	Stantec Consulting Services, Inc.	**$ 86,310.00**
	Charles D. Frederick	**$ 90,024.04**
	SWA1 to WA7 SUBTOTAL	**$ 680,502.04**
	PROJECT TOTAL	**$ 800,754.84**

Summary of Manhours by Classification
Johnson, Mirmiran & Thompson, Inc.
Southeast Loop Phase 2

Description of Work or Task	Project Director $292.00/Hr	Sr. Project Manager $285.00/Hr	Senior Prof. 2 $259.00/Hr	Senior Prof. 1 $227.00/Hr	Prof. 2 / Sr. Eng. Tech $194.00/Hr	Prof. 1 / Eng. Tech $149.00/Hr	Sr. ENV Scientist II $150.00/Hr	Sr. ENV Scientist $140.70/Hr	ENV Prof. I $95.00/Hr	ENV Staff III $85.00/Hr	ENV Staff II $75.00/Hr	Admin / Clerical $84.00/Hr	Staff-Hr. Totals	Staff Cost / Task Totals
Task 1. PROJECT MANAGEMENT														
a. Monthly Progress Report, Invoices, and Billings (22 months assumed; 15 months added)														
Submit Monthly Progress Reports to GEC	8	16										12	36	**$ 7,904.00**
Prepare Correspondence, Invoices, and Progress Reports Monthly		16										12	28	**$ 5,568.00**
b. Project Coordination & Administration (22 months assumed, 15 months added)														
Prepare and maintain records	8	20										16	44	**$ 9,380.00**
Correspondence and coordination with GEC		40										32	72	**$ 14,088.00**
Correspondence and coordination outside GEC													0	**$ -**
PROJECT MANAGEMENT Subtotal:	**16**	**92**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**72**	**180**	**$ 36,940.00**
Task 7. ENVIRONMENTAL SERVICES													`	
e. Texas Antiquities Code (TAC) Compliance														
Agency Coordination								80	30				110	**$ 14,106.00**
Fieldwork						150		224	360	500	500		1734	**$ 168,066.80**
Laboratory Analysis								80	400	240			720	**$ 69,656.00**
Technical Report								460	460	160			1080	**$ 122,022.00**
Curation								16	160	120			296	**$ 27,651.20**
ENVIRONMENTAL SERVICES Subtotal:	**0**	**0**	**0**	**0**	**0**	**150**	**0**	**860**	**1410**	**1020**	**500**	**0**	**3940**	**$ 401,502.00**
JMT Subtotal:	**16**	**92**	**0**	**0**	**0**	**150**	**0**	**860**	**1410**	**1020**	**500**	**72**	**4120**	**$ 438,442.00**
Direct Expenses:														**$ 65,726.00**
JMT SUMMARY	**16**	**92**	**0**	**0**	**0**	**150**	**0**	**860**	**1410**	**1020**	**500**	**72**	**4120**	**$ 504,168.00**

Summary of Direct Expenses
Johnson, Mirmiran & Thompson, Inc.
Southeast Loop Phase 2

Item Description	Unit	Quantity	Unit Cost	Total Cost
I. Total Station Rental	Per Month	2	$1,850.000	**$3,700.00**
II. Gradall Rental	Per Day	18	$2,000.00	**$36,000.00**
III. Radiocarbon Dating	Per Sample	25	$400.00	**$10,000.00**
IV. Records Curation Fees	Per Project	1	$456.00	**$456.00**
V. Collections Curation Fees	Per Project	1	$760.00	**$760.00**
VI. TARL Site Form	Per Form	1	$110.00	**$110.00**
VII. Paleoethnobotanical Analysis	Per Sample	70	$210.000	**$14,700.00**
Johnson, Mirmiran & Thompson, Inc. Total Direct Expenses				**$65,726.00**

Summary of Manhours by Classification
Stantec Consulting Services, Inc.
Southeast Loop Phase 2

Description of Work or Task	Sr. ENV Scientist II $194.00/Hr	Sr. ENV Scientist I $168.00/Hr	ENV Professional II $143.00/Hr	ENV Professional I $123.00/Hr	ENV Staff III $110.00/Hr	ENV Staff II $97.00/Hr	ENV Staff I $84.00/Hr	ENV Tech II $71.00/Hr	ENV Tech I $58.00/Hr	Staff-Hr. Totals	Staff Cost / Task Totals
Task 1. PROJECT MANAGEMENT											
a. Monthly Progress Report, Invoices, and Billings											
b. Project Coordination & Administration											
Project Management Subtotal:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0.00**
Task 7. ENVIRONMENTAL SERVICES											
a. Hero documenation and management										0	$0.00
b. History										0	$0.00
c. Archeology		10		10	300		600			920	$86,310.00
d. Socioec & EJ										0	$0.00
e. Noise										0	$0.00
f. Water & Wetlands										0	$0.00
g. Natural Resources (Farmlands, etc)										0	$0.00
h. HazMat										0	$0.00
i. Climate & GHG										0	$0.00
j. Other HUD Categories										0	$0.00
k. Comment Response & RROF										0	$0.00
l. USACE Permit & USACE Coodination										0	$0.00
Environmental Services Subtotal:	**0**	**10**	**0**	**10**	**300**	**0**	**600**	**0**	**0**	**920**	**$86,310.00**
Stantec Consulting Services Subtotal	**0**	**10**	**0**	**10**	**300**	**0**	**600**	**0**	**0**	**920**	**$86,310.00**
Expenses											**$0.00**
Stantec Consulting Services SUMMARY	**0**	**10**	**0**	**10**	**300**	**0**	**600**	**0**	**0**	**920**	**$86,310.00**

Summary of Direct Expenses
Stantec Consulting Services, Inc.
Southeast Loop Phase 2

	Item Description	Unit	Quantity	Unit Cost	Total Cost
Direct Expenses					
I.	In-House Photocopies B/W (8 1/2" X 11")	Per Page		$0.16	**$0.00**
II.	In-House Photocopies Color (8 1/2" X 11")	Per Page		$0.75	**$0.00**
III.	In-House Photocopies B/W (11" X 17")	Per Page		$0.32	**$0.00**
IV.	In-House Photocopies Color (11" X 17")	Per Page		$1.50	**$0.00**
V.	Hazardous Materials Database Search	Per Search		$550.00	**$0.00**
VI.	Environmental Database Search	Per Mile		$250.00	**$0.00**
VII.	Historical Aerial Photographs	Each		$35.00	**$0.00**
VIII.	Noise Meter Rental	Per Project		$165.00	**$0.00**
IX.	Environmental Field Supplies	Per Day		$40.00	**$0.00**
X.	Backhoe Rental	Per Day		$1,350.00	**$0.00**
XI.	TARL Curation Fee	Drawer		$6,640.00	**$0.00**
XII.	TARL Site Registration	Per Site		$96.00	**$0.00**
XIII.	Overnight Mail - Letter Size	Each		$22.95	**$0.00**
XIV.	Overnight Mail - Oversized Box	Each		$70.00	**$0.00**
	Stantec Consulting Services, Inc. Total Direct Expenses				**$0.00**

Summary of Manhours by Classification
Charles D. Frederick
Southeast Loop Phase 2

Description of Work or Task	Geoarcheologist II $140.79/Hr	Geoarcheologist I $100.00/Hr	Staff-Hr. Totals	Staff Cost / Task Totals
Task 1. PROJECT MANAGEMENT				
a. Monthly Progress Report, Invoices, and Billings				$0.00
b. Project Coordination & Administration				$0.00
Project Management Subtotal:	**0**	**0**	**0**	**$0.00**
Task 7. ENVIRONMENTAL SERVICES				
c. Archeology				
i. Fieldwork	84	84	168	$20,226.36
ii. Labwork		224	224	$22,400.00
iii. Reporting	140		140	$19,710.60
Environmental Services Subtotal:	**224**	**308**	**532**	**$62,336.96**
Charles Frederick Subtotal	**224**	**308**	**532**	**$62,336.96**
Expenses				**$27,687.08**
Charles Frederick Summary	**224**	**308**	**532**	**$90,024.04**

Summary of Direct Expenses
Charles D. Frederick
Southeast Loop Phase 2

	Item Description	Unit	Quantity	Unit Cost	Total Cost
Direct Expenses					
I.	Meals	Per Day	20	$58.80	**$1,176.00**
II.	Lodging	Per Night	16	$149.38	**$2,390.08**
III.	Mileage	Per Mile	1,530	$0.70	**$1,071.00**
IV.	Supplies	Each	2	$550.00	**$1,100.00**
V.	Organic Carbon Analysis	Each	200	$25.00	**$5,000.00**
VI.	Dating (Radiocarbon/OSL)	Each	1,445	$10.00	**$14,450.00**
VII.	Postage	Each	1	$100.00	**$100.00**
VIII.	Soil Micromorphology	Each	6	$400.00	**$2,400.00**
				Charles Frederick Total Direct Expenses	**$27,687.08**

Commissioners Court - Regular Session **79.**

Meeting Date: 06/03/2025

PEC Reimbursement 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 reimbursement agreement with PEC regarding relocation expenses reimbursement for CR 143 public right of way prior rights. Funding Source: Road & Bridge P645.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	05/29/2025 09:23 AM
Form Started By: Charlie Crossfield		Started On: 05/28/2025 05:54 PM
Final Approval Date: 05/29/2025		

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("Agreement") is made and entered into and effective the _____ day of _____, 2025, by and between **Pedernales Electric Cooperative, Inc.** (hereinafter referred to as "Utility"), and Williamson County, Texas, (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, Utility is the owner of certain _____ (herein called Facilities).

WHEREAS, County desires to construct proposed CR 143 (hereinafter called "Project") and make improvements to Project as shown on plans submitted to Utility;

WHEREAS, to accommodate the Project, County desires Utility to perform certain facility modification/relocation work herein referred to as the "Work" and described as follows:

- **Pedernales Electric Cooperative, Inc.'s** scope of work consists of:
  Relocating existing overhead poles from existing easement, installing guy wires and anchors to resolve conflicts with Williamson County Road improvements within public right of way, install and remove appurtenances, perform vegetation clearing, and conduct traffic control.
- Upon completion of the Project, Contractor will provide an as-built drawing of the relocation to the Utility and County.

WHEREAS, Utility, under the terms hereinafter stated, has evaluated the Project and is willing to perform Work to its Facilities to accommodate the Project, provided the County reimburses Utility for 100% of its eligible costs for labor and materials to do the Work.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, Utility agrees to perform the Work and permit the Project subject to the following terms and provisions:

1. County agrees that the description of the Work listed above contains a complete representation of the Work requested of Utility to accommodate the Project.

2. County shall, at its own expense, inspect the Work by Utility hereunder, to assure itself that the Work is being performed in compliance with the standards of County.

3. Though this agreement is based on the proposed "Good Faith Estimate" herein referred to as the "Estimate" listed below: (See Attachment "A" for detailed estimate)

Estimated 2,414' Linear Feet and 8 Poles along with apparatus defined as Work = $82,273.29

County agrees to bear 100% of the eligible costs incurred by Utility relating to the Work. Final eligible costs may be more or less than the Estimate, which shall not be construed as a limitation of costs for such Work. County recognizes that Utility may use one or more contractors to perform the Work.

4. Upon completion of said Work, Utility shall make an accounting of final costs and provide County with an invoice of the same. The final eligible cost may be greater or less than the Estimate and County shall be liable to Utility for 100% of the eligible final cost. After receipt and approval of the invoice, County shall pay the full amount within 30 days.

5. County shall perform all operations and construction activities below or adjacent to the Facilities in a workmanlike and safe manner and in conformance with all applicable industry and governmental standards and conditions that may be imposed by Utility from time to time. No construction activity by County shall be performed under, across, or adjacent to the Facilities until the Work of Utility has been completed.

6. Notice shall be given to Utility by County, at least 48 hours in advance of commencement of any construction activity on or adjacent to the Facilities, excepting only cases of emergency. Said notice shall be given to Texas One-Call: 1-800-245-4545. In the event County breaches any of the terms, covenants or provisions of this Agreement and Utility commences litigation to enforce any provisions of this Agreement, the cost of attorneys' fees, interest and the attendant expenses will be payable to Utility by County upon demand.

7. To the fullest extent permitted by law, the County shall indemnify, save, hold harmless, and at Utility's option, defend Utility and its affiliated companies and their directors, officers, employees and agents from any and all claims, demands, cost (including reasonable attorney and expert witness fees and court costs), expenses, losses, causes of action (whether at law or in equity), fines, civil penalties, and administrative proceedings for injury or death to persons or damage or loss to property or other business losses, including those made or incurred by Utility or its directors, officers, employees, or agents and including environmental damage in any way arising from or connected with the existence, construction, operation, maintenance, removal or other operations arising out of the Work as described in this Agreement and the construction, operation and/or use of the Project by County, except those arising from Utility's sole negligence.

8. This Agreement supersedes every antecedent or concurrent oral and/or written declaration and/or understanding pertaining to the Work or Construction activity by and between Utility and County.

9. As soon as possible after the document is prepared, Utility and County shall sign a Utility Joint Use Agreement and make a part hereof.

Unless an item below is stricken and initiated by the County and Utility, this agreement in its entirety consists of the following:

1. Utility Agreement - Wilco –U-35 – 100% County – Off System
2. Plans, Specification, and Estimated Costs (Attachment "A")
3. Utility's Schedule of Work and Estimated Date of Completion (Attachment "B")
4. Eligibility Ratio (Attachment "C")
5. Betterment Calculation and Estimates (Attachment "D")
6. Proof of Property Interest – ROW-U-1A (Attachment "E")
7. Wilco-U-80A – Joint Use Agreement (Attachment "F")

IN WITNESS WHEREOF, we have hereunto set our hands on the day and year below.

UTILITY

Utility: Pedernales Electric Cooperative, Inc.
Name of Utility

By: _____
Authorized Signature

VANCE HOY
Print or Type Name

Title: PLANNING MANAGER

Date: 3/21/2025

WILLIAMSON COUNTY

By: _____
Authorized Signature

_____
Print or Type Name

Title: Williamson County Judge

Date: _____

(Attachment “A”)

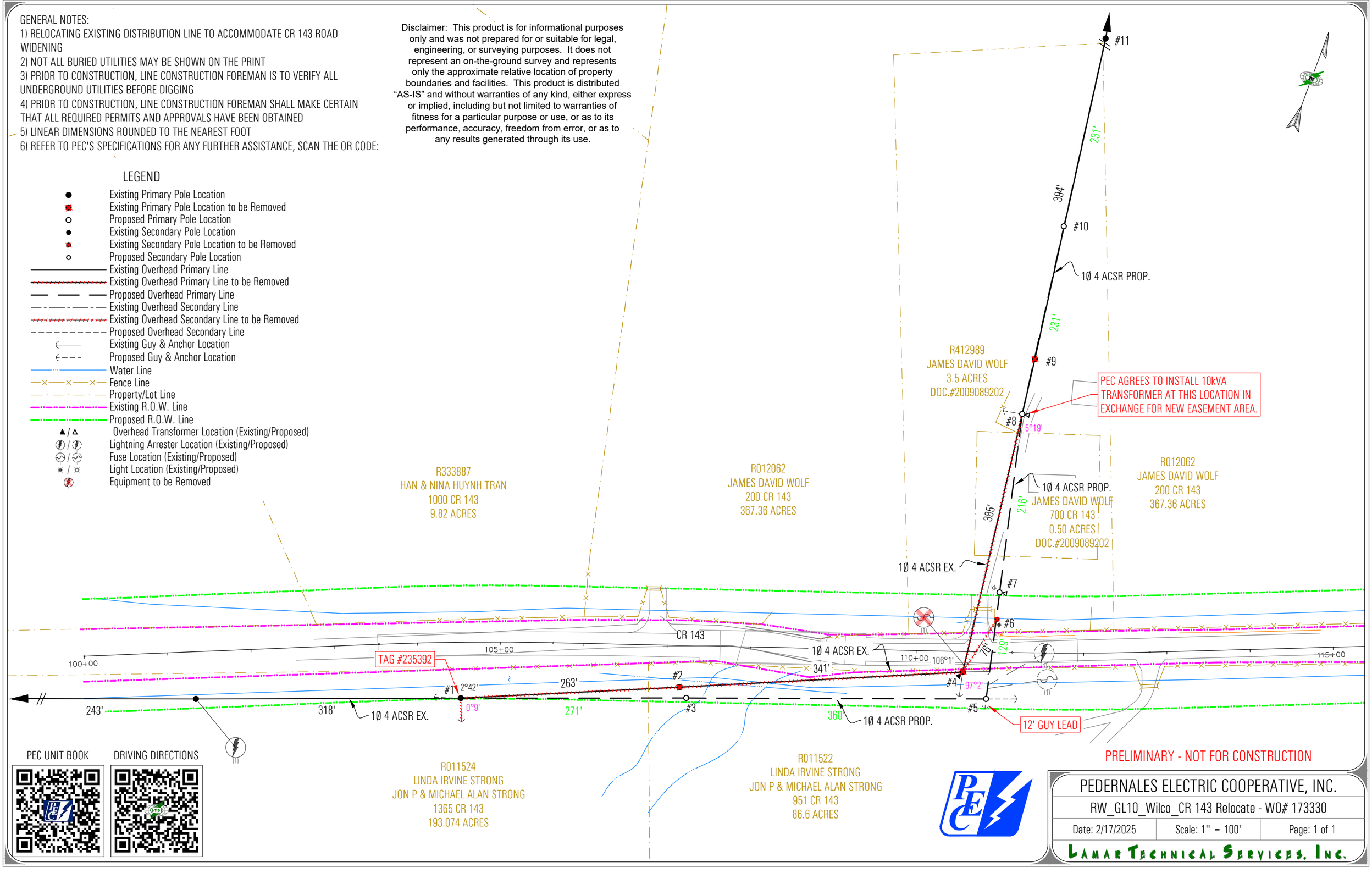
Plans, Specifications, and Estimated Cost

GENERAL NOTES:
1) RELOCATING EXISTING DISTRIBUTION LINE TO ACCOMMODATE CR 143 ROAD WIDENING
2) NOT ALL BURIED UTILITIES MAY BE SHOWN ON THE PRINT
3) PRIOR TO CONSTRUCTION, LINE CONSTRUCTION FOREMAN IS TO VERIFY ALL UNDERGROUND UTILITIES BEFORE DIGGING
4) PRIOR TO CONSTRUCTION, LINE CONSTRUCTION FOREMAN SHALL MAKE CERTAIN THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED
5) LINEAR DIMENSIONS ROUNDED TO THE NEAREST FOOT
6) REFER TO PEC'S SPECIFICATIONS FOR ANY FURTHER ASSISTANCE, SCAN THE QR CODE:

Disclaimer: This product is for informational purposes only and was not prepared for or suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries and facilities. This product is distributed "AS-IS" and without warranties of any kind, either express or implied, including but not limited to warranties of fitness for a particular purpose or use, or as to its performance, accuracy, freedom from error, or as to any results generated through its use.

LEGEND

- Existing Primary Pole Location
- Existing Primary Pole Location to be Removed
- Proposed Primary Pole Location
- Existing Secondary Pole Location
- Existing Secondary Pole Location to be Removed
- Proposed Secondary Pole Location
- Existing Overhead Primary Line
- Existing Overhead Primary Line to be Removed
- Proposed Overhead Primary Line
- Existing Overhead Secondary Line
- Existing Overhead Secondary Line to be Removed
- Proposed Overhead Secondary Line
- Existing Guy & Anchor Location
- Proposed Guy & Anchor Location
- Water Line
- Fence Line
- Property/Lot Line
- Existing R.O.W. Line
- Proposed R.O.W. Line
- ▲ / △ Overhead Transformer Location (Existing/Proposed)
- Lightning Arrester Location (Existing/Proposed)
- Fuse Location (Existing/Proposed)
- Light Location (Existing/Proposed)
- Equipment to be Removed



PEC UNIT BOOK

DRIVING DIRECTIONS

PRELIMINARY - NOT FOR CONSTRUCTION

PEDERNALES ELECTRIC COOPERATIVE, INC.

RW_GL10_Wilco_CR 143 Relocate - WO# 173330

Date: 2/17/2025	Scale: 1" = 100'	Page: 1 of 1

LAMAR TECHNICAL SERVICES, INC.

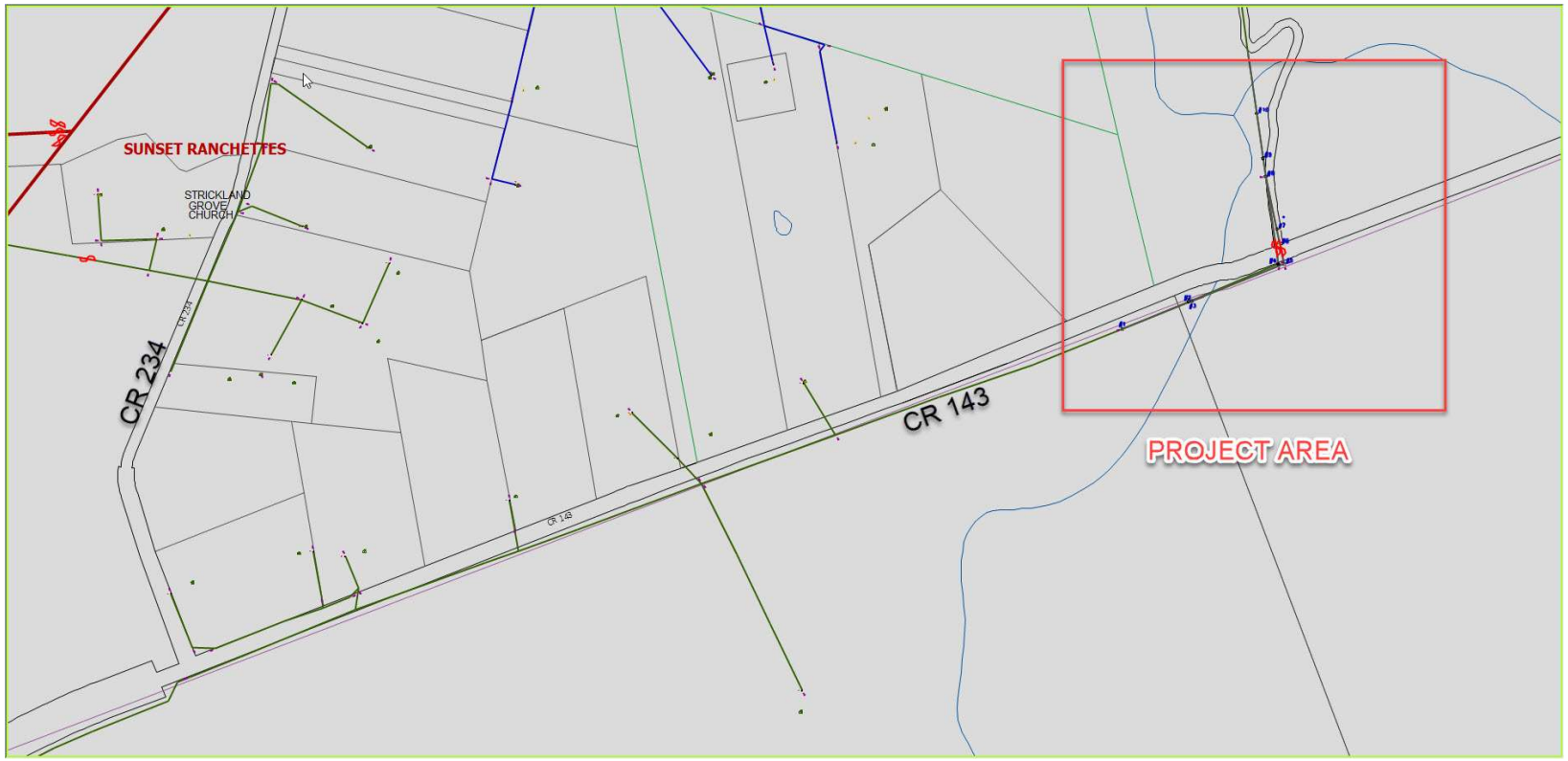
Pedernales Electric Cooperative

CONSTRUCTION PACKET - MAP SKETCH **Printed:**

X Coordinate:	0	Description:			
Y Coordinate:	0	RELOCATING POWERLINE TO ACCOMMODATE CR 143 RW PROJECT		WO Number:	173330
GPS N				Design Name:	RW_GL10_WILCO_CR 143 RELOCATE
GPS W					
County:	WILLIAMSON	Job Site:		Name & Address:	
City	GEORGETOWN	PEC PT#235392 - #229479			
Substat:	GLASSCOCK T1				
Feeder:	GL10	Date Letter Sent:		USC Location:	0
Subdivision:		Amount Due:			
Phase:		Date Payment Recd:		Main Phone:	
		Amount Recd:		Business Phone:	
Sect:		Directions:		Cell Phone:	
Lot:		PT#235392 IS LOCATED AT 1365 CR 143 ON THE WEST SIDE OF THE ROAD		Appl Date:	8/1/2024
Block:				Released:	
One Call:					
One Call:				Staked By:	LTSI
1 Tel Co:					
Communications:		Comments:			
Communications:				Voltage/Phase:	14.4/ C
1 Gas Co:					
1 CATV:					
1 Water:				Completed By:	
1 Wastewater:		Eas Rec:			

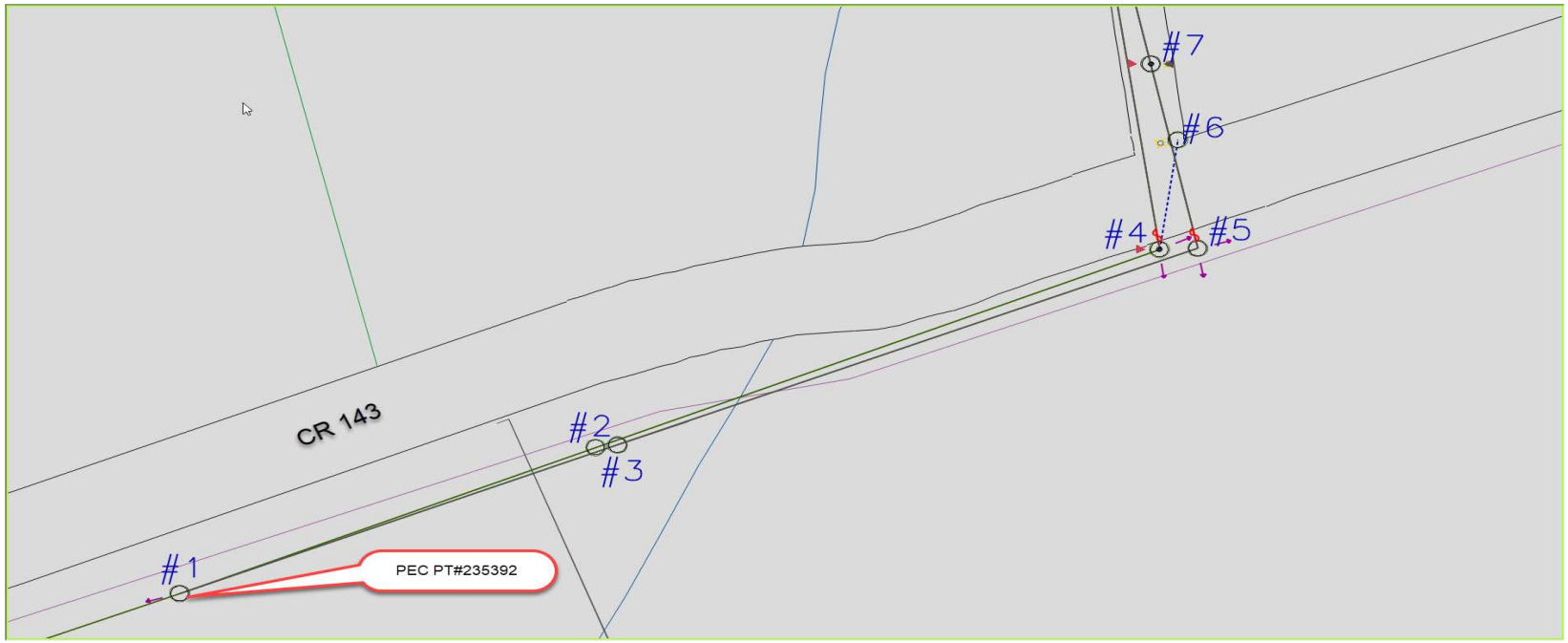
Pedernales Electric Cooperative

CONSTRUCTION PACKET - OVERALL MAP



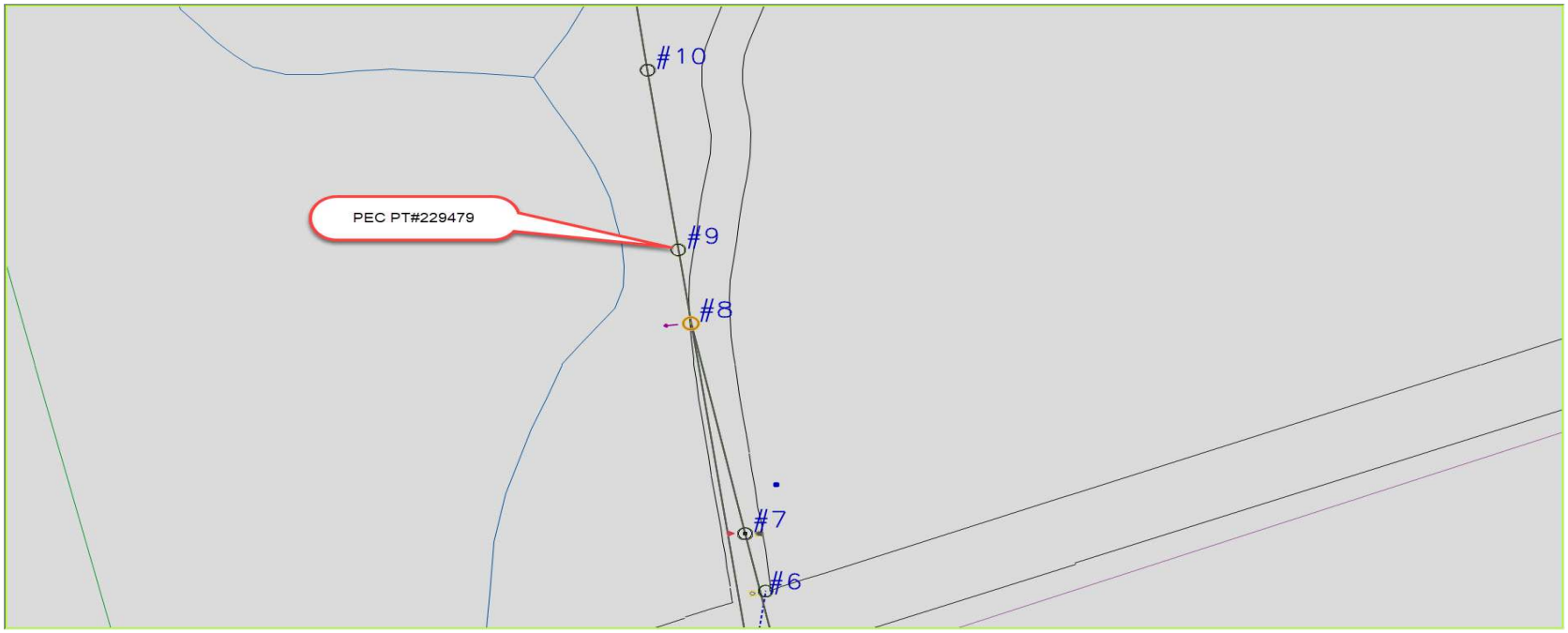
Pedernales Electric Cooperative

CONSTRUCTION PACKET - OVERALL MAP



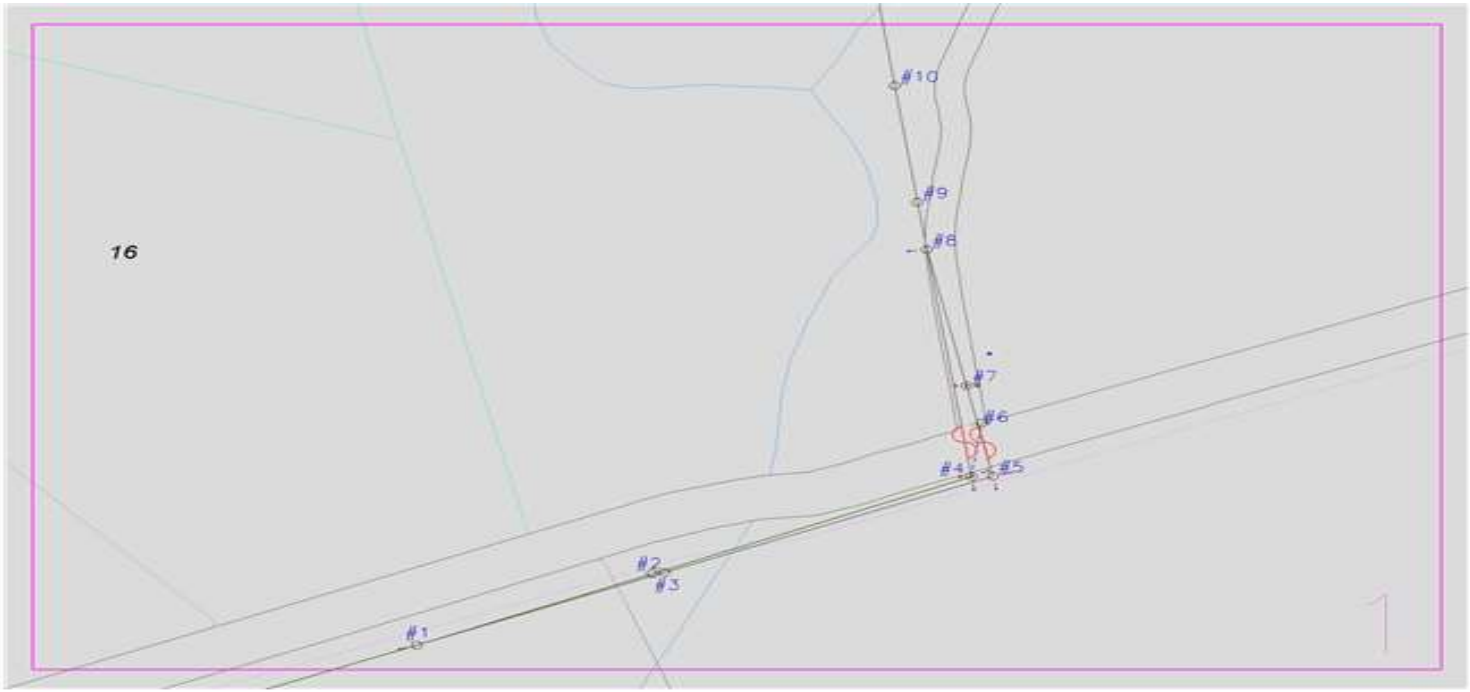
Pedernales Electric Cooperative

CONSTRUCTION PACKET - OVERALL MAP



Pedernales Electric Cooperative

CONSTRUCTION PACKET - OVERALL MAP



CR_143 Relocate
Pedernales Electric Cooperative, Inc.

Internally Supplied Materials

	Line Item / Item Description	Unit	Quantity	$/Unit	Total
	Pedernales Electric Cooperative, Inc. - INSTALL - WO# 173330				
	A1	EA	1	$ 65.33	$ 65.33
	A1-1	EA	1	$ 175.47	$ 175.47
	A2	EA	1	$ 185.74	$ 185.74
	A4	EA	1	$ 73.61	$ 73.61
	A6	EA	2	$ 73.62	$ 147.23
	E1-2	EA	4	$ 108.24	$ 432.95
	F1-3	EA	4	$ 70.07	$ 280.27
	G135	EA	1	$ 167.26	$ 167.26
	L2-2.1	EA	1	$ -	$ -
	M2-2	EA	6	$ 147.28	$ 883.68
	M3-1.1	EA	1	$ 208.41	$ 208.41
	M42-11	EA	12	$ 13.34	$ 160.12
	M5-2	EA	2	$ 34.46	$ 68.92
	M5-23.1.1	EA	4	$ 34.19	$ 136.75
	M5-61.1	EA	1	$ 147.69	$ 147.69
	O4 ACSR	LF	2414	$ 0.18	$ 433.36
	P45-1	EA	2	$ 1,241.02	$ 2,482.03
	P45-3	EA	4	$ 980.51	$ 3,922.04
	POLE SET - 7.5 CUB	EA	1	$ -	$ -
	ZM5-15B	EA	2	$ 67.21	$ 134.41
	SWITCHING LABOR	HR	20	$ -	$ -
	OVERHEAD (10%)	EA	1	$ 1,010.53	$ 1,010.53
X	Select this row and Insert to add rows. Drag to fill formulas from top cell.				$ -
	OVERHEAD (%)	Enter % if applicable		0.00%	$ -
				SUBTOTAL	$ 11,115.80

Externally Acquired Materials

	Line Item / Item Description	Unit	Quantity	$/Unit	Total
X	Select this row and Insert to add rows. Drag to fill formulas from top cell.				$ -
				SUBTOTAL	$ -
				MATERIALS SUBTOTAL	$ 11,115.80

* Indicated items are being tracked for **BUY AMERICA COMPLIANCE** and will be documented using **Form 1818** and all supporting documentation prior to installation.

X Indicated items are IRON or STEEL, but will not be tracked for BUY AMERICA COMPLIANCE due to falling under the DE MINIMUS of $2,500, or .1% of the project total cost, whichever is greater.

Sum of De Minimus Items $0.00

Internal Labor Costs

	Line Item / Item Description	Unit	Quantity	$/Unit	Total
	Pedernales Electric Cooperative, Inc. - INSTALL - WO# 173330				
	A1	EA	1	$ 181.62	$ 181.62
	A1-1	EA	1	$ 249.75	$ 249.75
	A2	EA	1	$ 249.75	$ 249.75
	A4	EA	1	$ 476.75	$ 476.75
	A6	EA	2	$ 567.58	$ 1,135.15
	E1-2	EA	4	$ 249.73	$ 998.92
	F1-3	EA	4	$ 385.95	$ 1,543.80
	G135	EA	1	$ 113.52	$ 113.52
	L2-2.1	EA	1	$ -	$ -
	M2-2	EA	6	$ 158.92	$ 953.52
	M3-1.1	EA	1	$ 295.14	$ 295.14
	M42-11	EA	12	$ 181.62	$ 2,179.46
	M5-2	EA	2	$ 113.52	$ 227.04
	M5-23.1.1	EA	4	$ 113.51	$ 454.05
	M5-61.1	EA	1	$ 158.92	$ 158.92
	O4 ACSR	LF	2414	$ 1.14	$ 2,740.24

P45-1	EA	2	$ 908.12	$ 1,816.23
P45-3	EA	4	$ 908.12	$ 3,632.47
POLE SET - 7.5 CUB	EA	1	$ 22.69	$ 22.69
ZM5-15B	EA	2	$ 136.22	$ 272.43
SWITCHING LABOR	HR	20	$ 685.00	$ 13,700.00
OVERHEAD (20%)	EA	1	$ 6,280.29	$ 6,280.29
Pedernales Electric Cooperative, Inc. - REMOVAL - WO# 173330				
A1	EA	2	$ 158.92	$ 317.83
A2	EA	1	$ 204.32	$ 204.32
A4	EA	1	$ 272.43	$ 272.43
E1-1	EA	1	$ 181.62	$ 181.62
E1-2	EA	2	$ 181.63	$ 363.26
F1-3	EA	3	$ 113.51	$ 340.54
G135	EA	1	$ 90.83	$ 90.83
K14	EA	1	$ 68.08	$ 68.08
K18	EA	1	$ 113.52	$ 113.52
L2-2.1	EA	1	$ 431.35	$ 431.35
M2-2	EA	4	$ 113.51	$ 454.05
M3-1.1	EA	1	$ 158.92	$ 158.92
M42-11	EA	4	$ 90.82	$ 363.26
M5-23.1.1	EA	2	$ 45.42	$ 90.83
O1-0 TP	LF	76	$ 2.95	$ 224.32
O4 ACSR	LF	2306	$ 0.68	$ 1,570.60
P30-5	EA	1	$ 363.26	$ 363.26
P40-5	EA	2	$ 431.35	$ 862.70
P45-1	EA	1	$ 499.47	$ 499.47
P45-3	EA	1	$ 499.47	$ 499.47
ZM5-15B	EA	2	$ 68.11	$ 136.22
OVERHEAD (20%)	EA	1	$ 1,521.38	$ 1,521.38
OVERHEAD (%)	Enter % if applicable		0.00%	$ -
			SUBTOTAL	$ 46,810.00

External Labor Costs

Line Item / Item Description	Unit	Quantity	$/Unit	Total
R.O.W.				
Chipper Crew	HR	16	$ 235.00	$ 3,760.00
Dump Trailer Haul Off	EA	4	$ 250.00	$ 1,000.00
AWP Safety				
9-3431-D - 3 person	EA	2	$ 250.00	$ 500.00
9-3440-C3-H - 3 person	HR	16	$ 165.00	$ 2,640.00
9-3440-C3-0 - 3 person	HR		$ 247.50	$ -
Select this row and Insert to add rows. Drag to fill formulas from top cell.				
			SUBTOTAL	$ 7,900.00
			LABOR SUBTOTAL	$ 54,710.00

Internal Engineering

Line Item / Item Description	Unit	Quantity	$/Unit	Total
				$ -
Select this row and Insert to add rows. Drag to fill formulas from top cell.				$ -
			SUBTOTAL	$ -
Internal Survey / Landman				
				$ -
Select this row and Insert to add rows. Drag to fill formulas from top cell.				$ -
			SUBTOTAL	$ -
Internal Inspection				
				$ -
Select this row and Insert to add rows. Drag to fill formulas from top cell.				$ -
			SUBTOTAL	$ -
Internal Administration				
				$ -

Select this row and Insert to add rows. Drag to fill formulas from top cell.					$	-
				SUBTOTAL	$	-
Internal Engineering/ Survey/ Inspection/ Administration Overhead						
	OVERHEAD (%)	Enter % if applicable		0.00%	$	-
				SUBTOTAL	$	-

External Engineering

Line Item / Item Description	Unit	Quantity	$/Unit	Total
Lamar Technical Services, Inc				$ -
Administrative - Technician I	HR	8	$ 109.00	$ 872.00
Data Collection - Technician I	HR	10	$ 109.00	$ 1,090.00
Data Collection - Technician III	HR	10	$ 57.00	$ 570.00
Design - Technician I	HR	27	$ 109.00	$ 2,943.00
Design - Technician III	HR	27	$ 57.00	$ 1,539.00
Easement - Technician I	HR	20	$ 109.00	$ 2,180.00
Permitting - Technician I	HR	8	$ 109.00	$ 872.00
Permitting - Technician III	HR	8	$ 57.00	$ 456.00
Project Management - Technician I	HR	12	$ 109.00	$ 1,308.00
Staking - Technician I	HR	8	$ 109.00	$ 872.00
Staking - Technician III	HR	8	$ 57.00	$ 456.00
Rubber Gloves - Technician I	HR	0	$ 109.00	$ -
Rubber Gloves - Technician II	HR	0	$ 83.00	$ -
Inspections - Technician I	HR	0	$ 109.00	$ -
Profession Engineer	HR	0	$ 156.00	$ -
Overhead (25%)				$ 3,289.50
Select this row and Insert to add rows. Drag to fill formulas from top cell.				$ -
			SUBTOTAL	$ 16,447.50
External Survey/ Landman				
				$ -
Select this row and Insert to add rows. Drag to fill formulas from top cell.				$ -
			SUBTOTAL	$ -
External Inspection				
				$ -
Select this row and Insert to add rows. Drag to fill formulas from top cell.				$ -
			SUBTOTAL	$ -
			Engineering / Administration / Inspection SUBTOTAL	$ 16,447.50

SUMMARY:

		TOTAL PROJECT COST	$ 82,273.29
General & Administrative OH (TPC * %)	0%		$ -
		GROSS COST	$ 82,273.29
		SALVAGE and/or Depreciation CREDIT	$ -
BETTERMENT RATIO	0.00%	Ratio Deduction	$ -
		Amount reimbursable after Betterment and Salvage Credit	$ 82,273.29
ELIGIBILITY RATIO	100.00%		
		NET REIMBURSEMENT TO UTILITY	$ 82,273.29

Version 3.0

Attachment “B”

Utility’s Schedule of Work and Estimated Date of Completion

The following scheduling are projections upon the receipt of an executed agreement

Start Date: April 21, 2025

Construction Days: 40

Estimated Date of Completion: June 13, 2025

Attachment "C"
PEDERNALES ELECTRIC COOPERATIVE
RW_GL10_Wilco_CR 143 Relocate

Location Number	Station	Eligible for Reimbursement			Not Eligible for Reimbursement
		Facility on Private Property (Easement On File)	Facility in Public Utility Easement	Facility on Private Property (No Easement)	
#2	107+10	✓			
#4	110+50	✓			
#6	110+_98	✓			
Totals		**3**	**0**	**0**	**0**

Eligible =	3
Non-Eligible =	0
GRAND TOTAL =	3
ELIGIBILITY RATIO =	**100.00%**

Attachment “D”

Betterment Calculation and Estimates

[X] **Betterment does not exist in this agreement.**

_0_ % Betterment

(Attachment "E")

Proof of Property Interest

Form 21 P
Rev. 12-45

Staked

LTSI TRACT #1 & #2
LOC. #1, #2, and #4

THE STATE OF TEXAS,
County of BURNET

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned

for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the PEDERNALES ELECTRIC COOPERATIVE, INC., a corporation, whose postoffice address is JOHNSON CITY, TEXAS, and its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of

WILLIAMSON, State of Texas, and more particularly described as follows:

A tract of land located approximately 6½ miles NORTH (Show direction above) from the town of GEORGETOWN; and bounded

on the north by land owned by:

COUNTY ROAD;

on the south by land owned by:

JOHN SYBERT BLOOMQUIST BROS.

on the east by land owned by:

GUS TIENERT SIMON JOHNSON;

and on the west by land owned by:

HWY #195;

and to place, construct, operate, repair, maintain, relocate and replace thereon and in or upon all streets, roads, or highways abutting said lands an electric transmission or distribution line or system, and to cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling;

Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of constructing, operating, repairing, maintaining, relocating, replacing and removing said lines and appurtenances.

In granting this easement it is understood that at pole locations, only a single pole and appurtenances will be used, and that the location of the poles will be such as to form the least possible interference to farm operations, so long as it does not materially increase the cost of construction.

The undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

NONE

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 6TH day of JULY, 1950.

Sealed and delivered
in the presence of:

D. P. Irvine L.S.

Beulah Y. Irvine L.S.

57-9-83

Irvine, D. P.

THE STATE OF TEXAS,
County of BURNET

BEFORE ME, STUART S. WILLIAMS, a Notary Public in and for BURNET County, Texas, on this day personally appeared D. P. IRVINE known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that HE executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6TH day of JULY A. D. 1950

Stuart S. Williams

Notary Public Burnet County, Texas.

THE STATE OF TEXAS,
County of _____

BEFORE ME, _____, a Notary Public in and for _____ County, Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument of writing, and, after being duely sworn by me stated on oath that he saw _____, the grantor, subscribe the same and that he had signed the same as a witness at the request of the grantor.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ 19____

_____

Notary Public _____ County, Texas

THE STATE OF TEXAS,
County of Burnet

BEFORE ME, Stuart S. Williams, a Notary Public in and for Burnet County, Texas, on this day personally appeared BEULAH Y. IRVINE wife of D. P. IRVINE, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said BEULAH Y. IRVINE, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6TH day of JULY A. D. 1950

Stuart S. Williams

Notary Public Burnet County, Texas

THE STATE OF TEXAS,
County of _____

BEFORE ME, _____, a Notary Public in and for _____ County, Texas, on this day personally appeared _____ President of _____ of the County and State aforesaid, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of _____ and as the President thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ A. D. _____

_____

Notary Public _____ County, Texas.

THE STATE OF TEXAS,

County of BURNET

BEFORE ME, STUART S. WILLIAMS, a Notary Public in and for BURNET County, Texas, on this day personally appeared D. P. IRVINE known to me to be the person whose name is/are subscribed to the foregoing instrument, and acknowledged to me that HE executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6TH day of JULY A. D. 1950

Stuart S. Williams

Notary Public Burnet County, Texas.

THE STATE OF TEXAS,

County of _____

BEFORE ME, _____, a Notary Public in and for _____ County, Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument of writing, and, after being duely sworn by me stated on oath that he saw _____ _____, the grantor, subscribe the same and that he had signed the same as a witness at the request of the grantor.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ 19____

_____

Notary Public _____ County, Texas

THE STATE OF TEXAS,

County of Burnet

BEFORE ME, Stuart S. Williams, a Notary Public in and for Burnet County, Texas, on this day personally appeared BEULAH Y. IRVINE wife of D. P. IRVINE, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said BEULAH Y. IRVINE, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6TH day of JULY A. D. 19 50

Stuart S. Williams

Notary Public Burnet County, Texas.

THE STATE OF TEXAS,

County of _____

BEFORE ME, _____, a Notary Public in and for _____ County, Texas, on this day personally appeared _____ President of _____ of the County and State aforesaid, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of _____ and as the President thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ A. D. _____

_____

Notary Public _____ County, Texas.

RE: Theresa Drake

ELECTRIC UTILITY EASEMENT

LTSI TRACT #3
LOC.#6

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF Williamson

THAT Roger SEDBERRY ENTERED APR 5 1994 and

of _____ County, Texas, for and in consideration of ONE DOLLAR ($1.00) to me (us) in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC., of Johnson City, Texas (hereinafter called the "Cooperative"), have granted, sold and conveyed and by these presents do grant, sell and convey unto the said Cooperative, an easement and right-of-way as hereinafter described for an electric transmission and/or distribution line, consisting of variable number of wires, and all necessary or desirable appurtenances (including towers, H-frames or poles made of wood, metal or other materials, telephone and telegraph wire, props and guys), over, across and upon the following described lands located in Williamson County, Texas, to-wit:

57-15-12-57-06

Being 412.95 Acres of land out of and being part of B. Eaves Survey Survey number Abst. 216, situated in Williamson County, Texas, said 412.95 Acres being more particular described as being a portion of that certain tract of land found in Volume 550 Page 11, of the Williamson County, Texas Deed Records and adopted herein for all descriptive purposes. This particular tract of land located approximately 5 miles from the town of Georgetown, Texas.

Easement of right-of-way herein granted shall consist of a strip of land 20 feet in width for electric lines and in addition a 10 feet width and as needed length for guy wires as needed for construction on grantors properties.

CB943-198-A

Location of the right-of-way hereby conveyed is shown on plat attached hereto marked Exhibit A and included herein by reference.

Together with the right of ingress and egress over my (our) adjacent lands to or from said right of way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wire on, maintaining and removing said lines and appurtenances; the right to relocate within the limits of said right-of-way; the right to remove from said lands all trees and parts thereof, or other obstructions which endanger or may interfere with the efficiency of said lines or their appurtenances.

TO HAVE AND TO HOLD the above described easement and rights unto the said Cooperative, it's successors and assigns, until said line shall be abandoned.

Sedberry, Roger

And I (we) do hereby bind myself (ourselves), my (our) heirs and legal representatives to warrant and forever defend all and singular the above described easement and rights unto the said Cooperative, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS his hand(s) this 7th day of February 19 94

Roger Sedberry - Grantor

ROGER SEDBERRY

_____

_____

_____

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____ (Name), _____ (Title), of the _____ (Organization), known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of the _____ (Organization), as _____ (Title), thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____ , ____

_____

Notary Public in and for

_____, County, Texas

THE STATE OF TEXAS

COUNTY OF Williamson

BEFORE ME, the undersigned authority, on this day personally appeared Roger Sedberry, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 7 day of February , 1994

Sandra G. Taylor

Notary Public in and for

Burnet, County, Texas

SANDRA G. TAYLOR
NOTARY PUBLIC
STATE OF TEXAS
Commission Expires 9-22-96

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____ , ____

_____

Notary Public in and for

_____, County, Texas

(Attachment "F")

Utility Joint Use Agreement

CobbFendley to Produce Agreement

Commissioners Court - Regular Session **80.**

Meeting Date: 06/03/2025

RM 2243 Realignment project Agreed Final Judgment

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 an Agreed Final Judgment with Elsa Moore a/k/a Elsa Joanne Lutz Moore to acquire a 4.035 AC tract related to the right of way acquisition on the RM 2243 Realignment project (Parcel 205). Funding Source: TANS P588

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	05/29/2025 09:25 AM

Form Started By: Charlie Crossfield Started On: 05/28/2025 05:55 PM

Final Approval Date: 05/29/2025

Hero Way/Moore (205)

CAUSE NO. 24-1518-CC4

WILLIAMSON COUNTY, TEXAS **Condemnor**	§ §	IN THE COUNTY COURT
V.	§ §	AT LAW NO. FOUR
ELSA MOORE A/K/A ELSA JOANNE LUTZ MOORE **Condemnee**	§ § §	WILLIAMSON COUNTY, TEXAS

AGREED FINAL JUDGMENT

As the use of the property sought has been completed, the parties to this lawsuit have agreed to compromise and settle the issues in this lawsuit and request the entry of this Agreed Final Judgment by the Court. It appears to the Court that it has jurisdiction of this matter, the parties have agreed to all provisions contained within this Agreed Final Judgment, and the parties desire to resolve this lawsuit,

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that fee simple title interest in and across to approximately 4.035 acre (Parcel 205) of land in Williamson County, Texas, said property being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein for all purposes, and additional rights or encumbrances as further described in Plaintiff's Original Petition, filed among the papers of this cause on or about October 9, 2024; be vested to **WILLIAMSON COUNTY, TEXAS**, and its assigns for completion of the construction, reconstruction, realignment, widening, and/or maintaining of improvements to the Hero Way roadway improvement project, and to perform associated public use and purposes.

It is further ORDERED that in complete satisfaction of any and all claims which have been made, or which could have been made in this litigation, including both the property to be acquired and damages (if any) to any remaining property of **ELSA MOORE aka ELSA**

JOANNE LUTZ MOORE("CONDEMNEE"), that Condemnee shall recover from Condemnor the total sum of **THREE MILLION FIVE HUNDRED TWENTY-SIX THOUSAND ONE HUNDRED SIXTY-ONE AND 00/100 DOLLARS ($3,526,161.00)**. Pursuant to the provisions of a Possession and Use Agreement, which was recorded in the Official Records of Williamson County as Document No. 2024048836 Condemnor has previously paid to Condemnee the sum of TWO MILLION NINE HUNDRED NINETY-FOUR THOUSAND FOUR HUNDRED EIGHTEEN and 0/100 DOLLARS ($2,994,418.00). On December 18, 2024 an Award of Special Commissioners was filed with the court in the amount of THREE MILLION THREE HUNDRED ONE THOUSAND THIRTY-EIGHT and the parties agree that the additional sum of THREE HUNDRED THOUSAND SIX HUNDRED TWENTY and 0/100 Dollars ($306,620.00) has **NOT** been deposited with the court pursuant to the written Award of Special Commissioners, thus leaving a total balance due of **FIVE HUNDRED THIRTY-ONE THOUSAND SEVEN HUNDRED FORTY-THREE AND 00/100 DOLLARS ($531,743.00)**, and the remaining balance to be paid by check or warrant to: MARRS ELLIS & HODGE LLP. as Trustee for Elsa Moore, 9811 Katy Freeway, Suite 900, Houston, Texas 77024 within (45) days of court approval to avoid paying interest. If the remaining balance is not paid within (45) days of court approval of this Agreed Final Judgment, then the statutory interest will accrue on the unpaid balance until paid.

It is further ORDERED that all costs be assessed against Condemnor.

This Agreed Final Judgment is intended by the parties to fully and finally dispose of all claims, parties, and issues in this lawsuit.

SIGNED this _____ day of _____ 2025.

_____
Judge Presiding

PREPARED BY AND APPROVED AS TO SUBSTANCE AND FORM:

/s/ Erik Cardinell
Erik Cardinell
State Bar No. 00796304
erik@scrrlaw.com
(512) 255-8877
Sheets & Crossfield, P.L.L.C.
309 East Main Street
Round Rock, Texas 78664
Attorneys for Condemnor

AGREED AS TO SUBSTANCE AND FORM:

/s/ Justin Hodge (with permission 5.7.25)
Justin Hodge
State Bar No. 24036791
jhodge@mehlaw.com
Kyle Baum
State Bar No. 24082664
kbaum@mehlaw.com
Graham Taylor
State Bar No. 24110433
gtaylor@mehlaw.com
Marrs Ellis & Hodge LLP
9811 Katy Freeway, Suite 900
Houston, Texas 77024
713.609.9503
Attorneys for Condemnee

WILLIAMSON COUNTY

By:_____
Steven Snell, County Judge

EXHIBIT "A"

County: Williamson
Parcel: 205 Part 1
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 205 PART 1

METES & BOUNDS DESCRIPTION FOR A 4.035 ACRE TRACT OF LAND OUT OF THE MILTON HICKS SURVEY, ABSTRACT NO. 287, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF LOT 1 OF HIGHMEADOW ESTATES PHASE ONE, A SUBDIVISION AS RECORDED IN CABINET K, SLIDES 297-299 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID LOT 1 AS CONVEYED TO ELSA MOORE BY AFFIDAVIT OF HEIRSHIP RECORDED IN DOCUMENT NUMBER 2019121574 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BY SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 2605, PAGE 550 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 4.035 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

BEGINNING at a 1/2-inch iron rod found on the east right-of-way line of Ronald W Reagan Boulevard (width varies) as dedicated by Document Numbers 2003082332, 2003062377 and 2019092213, all of the Official Public Records of Williamson County, Texas, at the northwest corner of the above described Lot 1, and at the southwest corner of a called 4.007 acre tract of land as conveyed to Sairam Ventures LLC by General Warranty Deed with Vendor's Lien recorded in Document Number 2019092211 of the Official Public Records of Williamson County, Texas, for the northwest corner of the herein described tract, from which a 1/2-inch iron rod with cap stamped "DIAMOND SURVEYING" found at the most southerly corner of a called 0.105 acre tract of land described as Parcel 27 as dedicated for right-of-way purposes in said Document Number 2019092213 of the Official Public Records of Williamson County, Texas, bears N 22°54'43" W a distance of 23.51 feet;

THENCE, with the north line of said Lot 1 and the south line of said Sairam Ventures Tract, N 69°07'40" E a distance of 275.65 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,189,349.42, E: 3,089,782.20) set at the beginning of a non-tangent curve to the left, for a northerly corner of the herein described tract, 320.52 feet left of FM 2243 baseline station 188+69.40, from which a 1-inch iron pipe found at the southeast corner of said Sairam Ventures Tract, bears N 69°07'40" E a distance of 407.56 feet;

THENCE, departing the south line of said Sairam Ventures Tract, over and across said Lot 1, along said curve to the left, an arc distance of 51.81 feet, having a radius of 1,011.00 feet, a central angle of 02°56'11" and a chord which bears S 68°49'36" E a distance of 51.81 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for an angle point, 293.30 feet left of FM 2243 baseline station 189+11.70;

THENCE, continuing over and across said Lot 1, N 83°14'19" E a distance of 286.80 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for an angle point, 280.69 feet left of FM 2243 baseline station 191+87.40;

THENCE, continuing over and across said Lot 1, N 88°15'32" E a distance of 84.80 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for an angle point, 271.62 feet left of FM 2243 baseline station 192+68.64;

THENCE, continuing over and across said Lot 1, S 86°55'12" E a distance of 84.94 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set on the east line of said Lot 1 and the west line of Lot 3 of said HIGHMEADOW ESTATES PHASE ONE, for the northeast corner of the herein described tract, 256.39 feet left of FM 2243 baseline station 193+49.29, from which a 1/2-inch iron rod found at the northeast corner of said Lot 1, and at the northwest corner of said Lot 3, bears N 06°18'54" E a distance of 188.54 feet;

THENCE, with the east line of said Lot 1 and the west line of said Lot 3, S 06°18'54" W a distance of 140.52 to a 1/2-inch iron rod found at the southeast corner of said Lot 1, and at the northeast corner of Lot 2 of said HIGHMEADOW ESTATES PHASE ONE, for the southeast corner of the herein described tract, from which a 1/2-inch iron rod found on the north right-of-way line of Creekview Circle (60 feet wide) as dedicated by said plat of HIGMEADOW ESTATES PHASE ONE, at the southeast corner of said Lot 2, and at the southwest corner of said Lot 3, bears S 06°18'54" W a distance of 392.17 feet;

THENCE, departing the west line of said Lot 3, with the south line of said Lot 1 and the north line of said Lot 2, S 68°38'57" W a distance of 686.11 feet to a 1/2-inch iron rod found on the east right-of-way line of said Ronald W Reagan Boulevard, at the southwest corner of said Lot 1, and at the northwest corner of said Lot 2, for the southwest corner of the herein described tract, from which a MAG nail found on the east right-of-way line of said Ronald W Reagan Boulevard, at the northwest corner of a called 0.016 acre tract of land described as Parcel 25A as dedicated for right-of-way purposes and recorded in Document Number 2003062377 of the Official Public Records of Williamson County, Texas, bears S 20°46'42" E a distance of 312.14 feet;

THENCE, with the east right-of-way line of said Ronald W Reagan Boulevard and the west line of said Lot 1, N 20°49'05" W a distance of 297.62 feet to the **POINT OF BEGINNING** and containing 4.035 acres (175,750 square feet) of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.

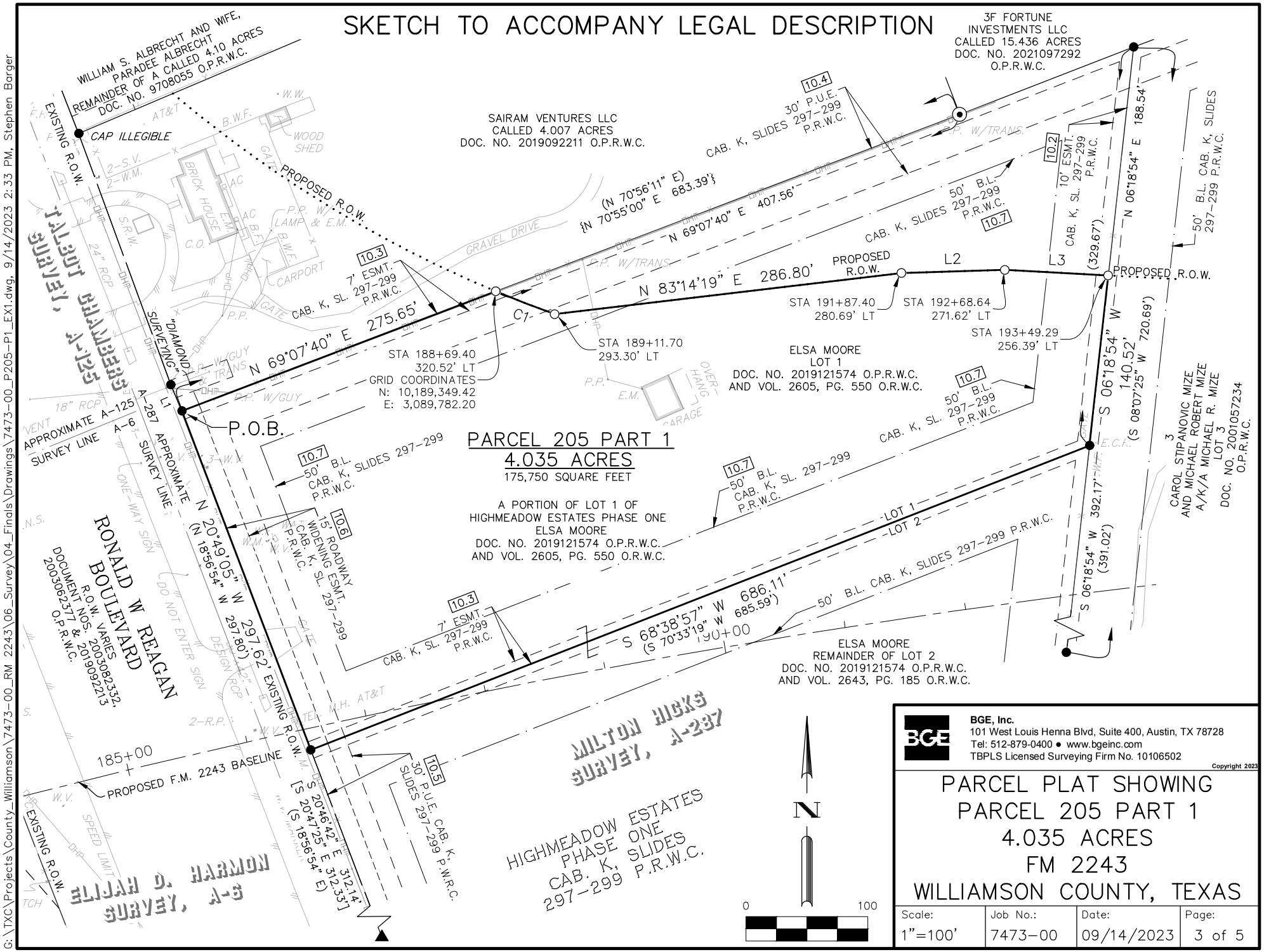


09/14/2023
Date

Jonathan O. Nobles RPLS Number 5777
BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Telephone: 512-879-0400
TBPELS Licensed Surveying Firm Number 10106502

Client:	Williamson County
Date:	September 14, 2023
Project Number:	7473-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

Copyright 2023

PARCEL PLAT SHOWING
PARCEL 205 PART 1
4.035 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	09/14/2023	3 of 5

G:\TXC\Projects\County_Williamson\7473-00_RM 2243\06_Survey\04_Finals\Drawings\7473-00_P205-P1_EX1.dwg, 9/14/2023 2:33 PM, Stephen Barger

LEGEND

B.F.	BOARD FENCE
B.L.	BUILDING LINE
B.W.F.	BARBED WIRE FENCE
C.O.	CLEAN OUT
DOC.	DOCUMENT
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
E.C.R.	ELECTRIC CONDUIT RISER
ELEC.	ELECTRIC
E.M.	ELECTRIC METER
ESMT.	EASEMENT
F.O.M.	FIBER OPTIC MARKER
G.P.	GATE POST
H.W.F.	HOG WIRE FENCE
M.H.	MANHOLE
NO.	NUMBER
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY
PG.	PAGE
P.L.M.	PIPELINE MARKER
P.O.B.	POINT OF BEGINNING
P.P.	POWER POLE
P.U.E.	PUBLIC UTILITY EASEMENT
RCP	REINFORCED CONCRETE PIPE
R.O.W.	RIGHT-OF-WAY
R.P.	REFLECTOR POST
S.N.S.	STREET NAME SIGN
S.R.W.	STONE RETAINING WALL
S.S.	STOP SIGN
S.V.	SPRINKLER VALVE
TEL.	TELEPHONE
TRANS.	TRANSFORMER
VOL.	VOLUME
W.B.O.V.	WATER BLOW-OFF VALVE
W.F.	WATER FAUCET
W.M.	WATER METER
W.V.	WATER VALVE
W.W.	WATER WELL
( )	RECORD INFO FOR CAB. K, SLIDES 297-299 P.R.W.C.
[ ]	RECORD INFO FOR DOC. NOS. 2003082332, 2003062377 & 2019092213 O.P.R.W.C.
{ }	RECORD INFO FOR DOC. NO. 2019092211 O.P.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
▲	FOUND MAG NAIL
⦿	FOUND 1" IRON PIPE
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
△	CALCULATED POINT
—X—	WIRE FENCE
—○—	METAL FENCE
—OHT—	OVERHEAD TELEPHONE
—OHP—	OVERHEAD POWER
—//	EDGE OF ASPHALT
10.3	SCHEDULE B ITEM

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 22°54'43" W	23.51'
L2	N 88°15'32" E	84.80'
L3	S 86°55'12" E	84.94'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	51.81'	1,011.00'	2°56'11"	S 68°49'36" E	51.81'

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

Copyright 2023

PARCEL PLAT SHOWING
PARCEL 205 PART 1
4.035 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	09/14/2023	4 of 5

G:\TXC\Projects\County_Williamson\7473-00_RM 2243\06_Survey\04_Finals\Drawings\7473-00_P205-P1_EX1.dwg, 9/14/2023 2:33 PM, Stephen Barger

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012

2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.

3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-166312, DATED EFFECTIVE APRIL 13, 2023 AND ISSUED ON APRIL 20, 2023.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN CABINET K, SLIDES 297-299, PLAT RECORDS, VOLUME 2378, PAGE 823, OFFICIAL RECORDS AND DOCUMENT NO(S) 2015081209 AND 2016021909, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT; VOLUME 703, PAGE 200, VOLUME 709, PAGE 702, VOLUME 714, PATE 690, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DO NOT AFFECT THE SUBJECT TRACT.

10.2 A 10 FOOT WIDE EASEMENT OF UNDETERMINED USE RESERVED ALONG EACH SIDE OF ALL REAR LOT LINES, AS STATED ON THE PLAT OF RECORD IN CABINET K, SLIDE 297 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.3 A 7 FOOT WIDE EASEMENT OF UNDETERMINED USE RESERVED ALONG EACH SIDE OF ALL SIDE LOT LINES, AS STATED ON THE PLAT OF RECORD IN CABINET K, SLIDE 297 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.4 A 30 FOOT PUBLIC UTILITY EASEMENT RESERVED ALONG THE NORTHERLY PROPERTY LINE, AS SHOWN ON THE PLAT OF RECORD IN CABINET K, SLIDE 297 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.5 A 30 FOOT PUBLIC UTILITY EASEMENT RESERVED ALONG THE WESTERLY PROPERTY LINE, AS SHOWN ON THE PLAT OF RECORD IN CABINET K, SLIDE 297 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.6 A 15 FOOT ROAD WIDENING EASEMENT RESERVED ALONG THE WESTERLY PROPERTY LINE, AS SHOWN ON THE PLAT OF RECORD IN CABINET K, SLIDE 297 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.7 BUILDING SETBACK LINE(S) AS SHOWN AND/OR DESCRIBED ON PLAT OF RECORD IN CABINET K, SLIDE 297 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.8 A PRIVATE ROADWAY EASEMENT GRANTED TO OWNER OF SUBJECT PROPERTY AS DESCRIBED IN VOLUME 703, PAGE 206, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

10.9 AN UNDERGROUND TELECOMMUNICATIONS EASEMENT GRANTED TO SOUTHWESTERN BELL TELEPHONE COMPANY AS DESCRIBED IN VOLUME 570, PAGE 702, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

10.10 A PUBLIC UTILITY EASEMENT GRANTED TO WILLIAMSON COUNTY, TEXAS, AS DESCRIBED IN DOCUMENT NO. 2003114402, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

10.13 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ORDINANCE NO. 16-042-00 OF RECORD IN DOCUMENT NO. 2017011287, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on May 12, 2022 and is true and correct to the best of my knowledge. The property has access to a public roadway and there are no visible encroachments, except as shown hereon.



09/14/2023

JONATHAN O. NOBLES RPLS NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-0400

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502
Copyright 2023

PARCEL PLAT SHOWING
PARCEL 205 PART 1
4.035 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	09/14/2023	5 of 5

G:\TXC\Projects\County_Williamson\7473-00_RM 2243\06_Survey\04_Finals\Drawings\7473-00_P205-P1_EX1.dwg, 9/14/2023 2:33 PM, Stephen Barger

Commissioners Court - Regular Session **81.**

Meeting Date: 06/03/2025

CR 255 Agreed Final Judgment

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 an Agreed Final Judgment with Sunny Spring Ranch, LLC to acquire 1.061 AC needed as right of way on the CR 255 road project (Parcel 6A). Funding Source: TANS P588

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	05/29/2025 09:26 AM
Form Started By: Charlie Crossfield		Started On: 05/28/2025 05:57 PM
Final Approval Date: 05/29/2025		

CAUSE NO. 23-2039-CC2

WILLIAMSON COUNTY, TEXAS Condemnor	§ §	IN THE COUNTY COURT
V.	§ §	AT LAW NO. TWO
SUNNY SPRING RANCH, LLC, A TEXAS LIMITED LIABILITY COMPANY, AND PROSPERITY BANK Condemnees	§ § § §	WILLIAMSON COUNTY, TEXAS

AGREED FINAL JUDGMENT

As the use of the property sought has been completed, the parties to this lawsuit have agreed to compromise and settle the issues in this lawsuit and request the entry of this Agreed Final Judgment by the Court. It appears to the Court that it has jurisdiction of this matter, the parties have agreed to all provisions contained within this Agreed Final Judgment, and the parties desire to resolve this lawsuit,

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that fee simple interest to approximately 1.061 acres (Parcel 6A) of land in Williamson County, Texas, said property being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein for all purposes (the "Property"), and additional rights or encumbrances as further described in Plaintiff's Original Petition, filed among the papers of this cause on or about December 21, 2023; be vested to **WILLIAMSON COUNTY, TEXAS**, and its assigns which has completed the construction, reconstruction, realignment, widening, and/or maintaining of improvements to the County Road 255 roadway improvement project, and to perform associated public use and purposes.

It is further ORDERED that in complete satisfaction of any and all claims which have been made, or which could have been made in this litigation, including both the property to be acquired and damages (if any) to any remaining property of **SUNNY SPRING RANCH, LLC,**

A TEXAS LIMITED LIABILITY COMPANY ("CONDEMNEE"), that Condemnee shall recover from Condemnor the total sum of **FOUR HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS ($450,000.00)**. On April 10, 2024, an Award of Special Commissioners was filed with the court in the amount of **TWO HUNDRED FORTY-SIX THOUSAND FIVE HUNDRED SIXTY and 0/100 DOLLARS ($246,560.00)** and the parties agree that the additional sum of **TWO HUNDRED THREE THOUSAND FOUR HUNDRED FORTY and 00/100 DOLLARS ($203,440.00)** has **NOT** been deposited with the court pursuant to the written Award of Special Commissioners, thus leaving a total balance due of **TWO HUNDRED THREE THOUSAND FOUR HUNDRED FORTY and 00/100 DOLLARS ($203,440.00)**, and the remaining balance to be paid by check or warrant to **Barron, Adler, Clough & Oddo, PLLC, as Trustees for Sunny Spring Ranch, LLC, a Texas limited liability company** within forty-five (45) days of final entry and execution of this Agreed Final Judgment to avoid paying interest. If the remaining balance is not paid within forty-five (45) days of final entry and execution of this Agreed Final Judgment, then the statutory interest will accrue on the unpaid balance until paid.

It is further ORDERED that all costs be assessed against Condemnor.

This Agreed Final Judgment is intended by the parties to fully and finally dispose of all claims, parties, and issues in this lawsuit.

SIGNED this _____ day of May, 2025.

_____
Judge Presiding

PREPARED BY AND APPROVED AS TO SUBSTANCE AND FORM:

/s/ *Adam H. Hill*
Adam H. Hill
State Bar No. 24115847
adam@scrrlaw.com
Erik Cardinell
State Bar No. 00796304
erik@scrrlaw.com
(512) 255-8877
Sheets & Crossfield, P.L.L.C.
309 East Main Street
Round Rock, Texas 78664
Attorneys for Condemnor

AGREED AS TO SUBSTANCE AND FORM:

Nicholas P. Laurent
State Bar No. 24065591
laurent@barronadler.com
Glorieni M. Azeredo
State Bar No. 24077840
azeredo@barronadler.com
BARRON, ADLER, CLOUGH & ODDO, PLLC
808 Nueces Street
Austin, Texas 78701-2216
Ph: (512) 478-4995
Attorneys for Condemnee
Sunny Spring Ranch, LLC, a Texas limited liability company

WILLIAMSON COUNTY, TEXAS

_____
County Judge

EXHIBIT "A"

WALKER
TEXAS SURVEYORS
P. O. Box 324
Cedar Park, Texas 78630-0324
(512) 259-3361
T.B.P.L.S. Firm No. 10103800

1.061 ACRE RIGHT-OF-WAY PARCEL NO. 06A
SUNNY SPRING RANCH LLC,
PORTION OF
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 1.061 ACRES (APPROXIMATELY 46,216 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION THAT CERTAIN CALLED 55.78 ACRE TRACT OF LAND CONVEYED TO SUNNY SPRING RANCH LLC, FILED OF RECORD IN DOCUMENT NUMBER 2022020342, DATED FEBRUARY 16, 2022, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 1.061 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at the Northeast corner of the herein described tract, the Northeast corner of said called 55.78 acre tract and the Southeast corner of that certain called 271.725 acre tract of land as described in the deed conveyed to Fred R. Kaufman and Alice L. Kaufman in Volume 2319, Page 884, Official Public Records, Williamson County, Texas, a ½ inch iron rod found in the West right of way line of County Road 255 (variable width right-of-way);

THENCE South 06°32'22" East with the East line of said called 55.78 acre tract and the West right-of-way line of said County Road 255 a distance of 263.36 feet to a ½ inch iron rod found at an angle point;

THENCE South 20°21'40" East with the East line of said called 55.78 acre tract and the West right-of-way line of said County Road 255 a distance of 92.53 feet to a ½ inch iron rod found at an angle point;

THENCE South 21°40'54" East with the East line of said called 55.78 acre tract, and the West right-of-way line of said County Road 255 a distance of 428.70 feet to the Southeast corner of the herein described tract, the Southeast corner of said called 55.78 acre tract, and the Northeast corner of that certain called 3.25 acre tract of land as described in the deed to Steve R. and Jill Kaufman, filed of record in Document

Number 199847657, Official Public Records, Williamson County, Texas a ½ inch iron rod found in the West line of said County Road 255;

THENCE South 77°54'00" West with the South line of said called 55.78 acre tract and the North line of said called 3.25 acre Kaufman tract a distance of 15.19 feet to the Southwest corner of the herein described tract, a set 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY", from which a ½ inch iron rod found at the most northerly northwest corner of said Kaufman tract bears South 77°54'00" West a distance of 142.57 feet;

THENCE in a northwesterly direction across said called 3.25 acre tract and said called 55.78 acre Kaufman tracts the following calls:

1) with a curve to the right an arc length of 323.92 feet, (having a radius of 4,748.00 feet, a chord bearing of North 19°04'12" West, a chord length of 323.85 feet, a delta angle of 03°54'32") to a set 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" for an interior corner of the herein described tract;

2) South 69°57'56" West a distance of 74.12 feet a set 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" for a corner of the herein described tract;

3) North 20°02'04" West a distance of 80.00 feet to a set 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" for a corner of the herein described tract;

4) South 69°57'56" West a distance of 25.00 feet to a set 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" for a corner of the herein described tract;

5) North 52°43'47" West a distance of 27.04 feet to a set 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" for a corner of the herein described tract;

6) North 26°13'11" West a distance of 137.65 feet to a set 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" for a corner of the herein described tract;

7) North 05°43'31" West a distance of 134.65 feet to a set 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" for a corner of the herein described tract;

8) North 68°57'58" East a distance of 129.02 feet to a set 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY"for a corner of the herein described tract;

9) with a curve to the right an arc length of 79.24 feet, (having a radius of 4,748.00 feet, a chord bearing of North 12°07'26" West, a chord length of 79.23 feet, a delta angle of 00°57'22") to the Northwest corner of the herein described tract, a set 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" in the North line of said called 55.78 acre Kaufman tract and the South line of said called 271.725 acre Kaufman tract from which a ½ inch iron rod found at the Northwest corner of said Sunny Springs Ranch tract bears South 68°07'33" West a distance of 2191.79 feet;

THENCE N 68°07'33" E with the North line of said called 55.78 acre tract and the South line of said called 271.725 acre Kaufman tract a distance of 13.58 feet to the **POINT OF BEGINNNING**, having an area of 1.061 acres more or less.

All bearings, distances, coordinates, and areas shown are The Texas Coordinate System of 1983 (NAD83), Texas Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) On-Line Positioning User Service (OPUS).
Attachments: Survey Drawing No. 075054-02-PARCEL 06A.



Charles G. Walker Date: October 27, 2023
Registered Professional Land Surveyor
State of Texas No. 5283
Walker Texas Surveyors, Inc.
T.B.P.L.S. FIRM NO. 10103800
075054-02-PARCEL-06A-20221109

SKETCH TO ACCOMPANY A DESCRIPTION OF 1.061 ACRES (APPROXIMATELY 46,216 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN CALLED 55.78 ACRE TRACT OF LAND CONVEYED TO SUNNY SPRINGS RANCH, IN A DEED DATED FEBRUARY 16, 2022 RECORDED IN DOCUMENT NUMBER 2022020342 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Surveyor's Notes:
Only those easements and that information listed in Title Commitment File No. GT2301696 issued by Texan Title Insurance Company on April 17, 2023, 8:00am, with an effective date of April 10, 2023, 8:00am, and re-listed below were considered regarding restrictions and matters affecting this property. No other research was performed by Walker Texas Surveyors, Inc. All underground utilities have not been located by this surveyor. The hereon signed Registered Professional Land Surveyor makes no warranty as to the existence or location of any such utility, whether serving the subject tract or for the purpose of servicing other properties. Subsurface and environmental conditions were not examined or considered as a part of this survey. The word "Certify" or "certification" as shown and used hereon means an expression of professional opinion regarding the facts of the survey and does not constitute a Warranty or guarantee, expressed or implied.

10.0

c. Easement dated April 27, 1984, by Mrs. Wilma Farris to Chisholm Trail Water Supply Corporation, recorded in Volume 1020, Page 141, Official Records, Williamson County, Texas and transferred to Chisholm Trail Special Utility District by instrument dated July 16, 1992 and recorded in Volume 2168, Page 44, Official Records, Williamson County, Texas. (Does Not Affect).

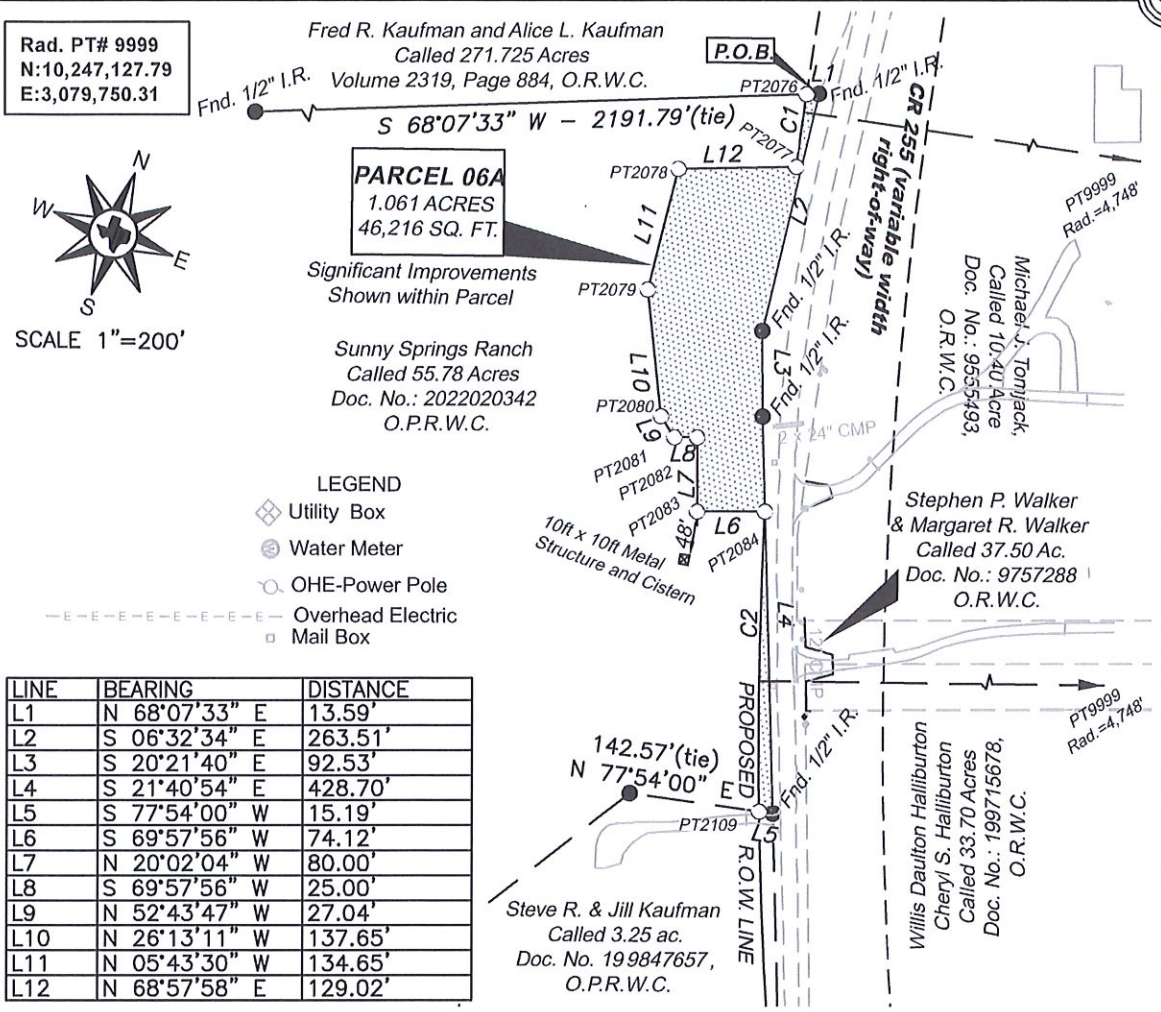
LEGEND	
○	SET 5/8" IRON ROD WITH 1-1/2" ALUMINUM CAP MARKED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND (UNLESS NOTED OTHERWISE)
△	CALCULATED POINT
P.R.W.C.T.	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
( )	RECORD INFORMATION

WILLIAMSON COUNTY 1848

WALKER TEXAS SURVEYORS

PT# 2076	N:10,246,169.26 E:3,075,100.07
PT# 2077	N:10,246,091.80 E:3,075,116.71
PT# 2078	N:10,246,045.49 E:3,074,996.29
PT# 2079	N:10,245,911.51 E:3,075,009.72
PT# 2080	N:10,245,788.03 E:3,075,070.53
PT# 2081	N:10,245,771.66 E:3,075,092.05
PT# 2082	N:10,245,780.22 E:3,075,115.54
PT# 2083	N:10,245,705.06 E:3,075,142.94
PT# 2084	N:10,245,730.46 E:3,075,212.58
PT# 2084	N:10,245,730.46 E:3,075,212.58
PT# 2109	N:10,245,424.38 E:3,075,318.39

Rad. PT# 9999
N:10,247,127.79
E:3,079,750.31



LINE	BEARING	DISTANCE
L1	N 68°07'33" E	13.59'
L2	S 06°32'34" E	263.51'
L3	S 20°21'40" E	92.53'
L4	S 21°40'54" E	428.70'
L5	S 77°54'00" W	15.19'
L6	S 69°57'56" W	74.12'
L7	N 20°02'04" W	80.00'
L8	S 69°57'56" W	25.00'
L9	N 52°43'47" W	27.04'
L10	N 26°13'11" W	137.65'
L11	N 05°43'30" W	134.65'
L12	N 68°57'58" E	129.02'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	4748.00'	79.24'	79.23'	N 12°07'30" W	0°57'292"
C2	4748.00'	323.92'	323.85'	N 19°04'12" W	3°54'32"

ALL BEARINGS, DISTANCES, COORDINATES AND AREAS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), TEXAS CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEO DETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS).

COMBINED SCALE FACTOR = 0.999849624
(FOR SURFACE TO GRID CONVERSION)

INVERSE SCALE FACTOR = 1.000115040
(FOR GRID TO SURFACE CONVERSION)

THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION II SURVEY.

STATE OF TEXAS
REGISTERED
CHARLES G. WALKER
5283
PROFESSIONAL
LAND SURVEYOR

CHARLES G. WALKER, TX. RPLS # 5283.
WALKER TEXAS SURVEYORS, INC.
P.O. BOX 324
CEDAR PARK, TEXAS 78630
(512) 259-3361
T.B.P.L.S. FIRM NO. 10103800

DATE OF SURVEY: OCTOBER 27, 2023
DRAWING NO.: 0750504-02-PARCEL 06A
PROJECT NO.: 0750504-02
DRAWN BY: MLH

WILLIAMSON COUNTY 1848

WALKER TEXAS SURVEYORS

Commissioners Court - Regular Session **82.**

Meeting Date: 06/03/2025

Corridor A2 ROE 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 approving a Consent to Evaluate and Investigate and Survey Permit with Leopold Roy Wolf and Leopold William Estate to allow for right of entry for survey purposes on the Corridor A2 project. Funding TANS P588

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	05/29/2025 09:32 AM
Form Started By: Charlie Crossfield		Started On: 05/28/2025 06:01 PM
Final Approval Date: 05/29/2025		

Docusign Envelope ID: 9AD256BF-B621-4DD1-828B-5E32856AEFF7

CONSENT TO EVALUATE AND INVESTIGATE AND SURVEY PERMIT

The undersigned Leopold Roy Wolf and the Leopold William Estate ("Grantors") do hereby warrant that they are owners of the real property herein described and do hereby grant to Williamson County, Texas its successors, and its assigns (collectively, "Grantee") permission to enter upon the following described real estate hereinafter referred to as the "Property" in Williamson County, Texas, to wit:

CR 406, Taylor, Texas 76574, Property ID R018587

Grantors herein grant to Grantee and/or its representatives the right to conduct any and all due diligence, including but not limited to surveying and engineering of said land. The engineers, surveyors, or inspectors may establish a line-of-sight survey, flag and stake said land, inspect, and conduct other inspections as to the condition of said property ("Survey"). Grantee is responsible for payment of all inspections, surveys, or reports performed at Grantee's request and shall pay for any damage that occurs to the Property as a result of such activities.

Before commencing any work provided for herein, Grantee and all contractors hired by Grantee are to obtain and maintain, at their sole cost and expense, general-liability and property-damage insurance and workman's compensation insurance to cover its employees and workers. Grantee shall maintain such insurance at all times during which Grantee or any of the Grantee Group shall be present on the properties owned by Grantors or at the work site. All of the policies required herein shall be endorsed to waive any rights of subrogation (which the insurance company may acquire by reason of the payment) of any claim to Grantors, its successors, or assigns. General-liability insurance shall provide for insured limits for bodily injury and death of at least $1,000,000 per occurrence and $2,000,000 aggregate. Workman's compensation insurance shall be for the statutory limits, and Employer's Liability Insurance shall have a limit of at least $1,000,000 per occurrence. Comprehensive automobile-liability insurance insuring all owned, non-owned, and hired automobiles shall have minimum limits of liability of $1,000,000 per occurrence for bodily injury and property damage.

To the extent allowed by law, Grantee agrees to pay any and all damages of every kind and nature suffered by the Grantors, their successors, and assigns (hereinafter "Indemnified Party(ies)"), directly caused by or arising in whole or in part out of:

a) the conduct, acts, or omissions of Grantee or the Grantee Group; or

b) Grantee's breach of any term, covenant, or condition of this Survey Permit, arising out of or relating to Grantee's Surveys, or any other negligent or intentional acts or omissions by Grantee or the Grantee Group.

Docusign Envelope ID: 9AD256BF-B621-4DD1-828B-5E32856AEFF7

To the extent allowed by law, this indemnity obligation extends to claims arising from work performed hereunder, including those for the death or personal injury of any person (including but not limited to Grantee and the Grantee Group as well as Grantors, the Indemnified Parties, or anyone else) as well as for claims for damage to property, including the loss or loss of use of enjoyment of property.

To the extent allowed by law, Grantee shall indemnify and hold Grantors and/or the Indemnified Party(ies) harmless from and against any and all fines and/or penalties that are imposed as a result of any failure to comply with the requirements of all applicable valid laws, rules, or regulations of governmental bodies having jurisdiction over the activities conducted by, or at the direction of, Grantee or the Grantee Group.

EXECUTED on 5/22/2025

Grantors:

LEOPOLD ROY WOLF AND THE LEOPOLD WILLIAM ESTATE

Signed by:
Charles Porter
AC669BC2BC474BD...
Charles Porter, as authorized representative for
Leopold Roy Wolf and the Leopold William Estate

GRANTEE:

Williamson County

_____

By:_____
Printed Name

Title:_____

Commissioners Court - Regular Session **83.**

Meeting Date: 06/03/2025

Bagdad Rd @ CR 279 Donation 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 an Agreement for Gift of Real Property and a Donation Deed with Blue Hole Real Estate Investment, LLC for 0.534 AC needed as right of way on the Bagdad Rd. @ CR 279 project (Parcel 13). Funding Source: 2019 Road Bonds P343

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	05/29/2025 09:31 AM
Form Started By: Charlie Crossfield		Started On: 05/28/2025 05:58 PM
Final Approval Date: 05/29/2025		

AGREEMENT FOR GIFT OF REAL PROPERTY

Bagdad Road @ CR 279 Right of Way

This **AGREEMENT FOR GIFT OF REAL PROPERTY** ("Agreement") is entered into as of the date set forth below by and between **BLUE HOLE REAL ESTATE INVESTMENT, LLC**, hereinafter referred to as "Donor," and the **WILLIAMSON COUNTY, TEXAS,** hereinafter referred to as "County". Donor desires to donate to County, and County desires to accept from Donor, the property which is more particularly identified as 0.534 acre in Exhibit "A" attached hereto (collectively the "Parcel").

IN CONSIDERATION of the mutual covenants set forth herein, Donor and County hereby agree as follows:

Section 1. Transfer & Acceptance.

a. Donor shall convey and grant indefeasible title in and to the Parcel, free and clear of any monetary liens and encumbrances after title inspection by County at its sole expense, to County by deed in the form as shown in Exhibit "B" attached hereto. The deed shall be fully executed, notarized, and delivered to County by Donor within thirty (30) days following final approval and execution of this Agreement by County, completion of metes and bounds property surveys for the Parcel at County's sole expense, and recording of any release of liens or other title curative items.

b. The County accepts the public dedication of the Parcel from the Donor. The County shall accept from the Donor title to, and interest in, the Parcel.

Section 2. Consideration. As a condition of Donor's gift and assignment of its interests in the Parcel to County, the County agrees to the following:

a. *Property Valuation.* For purposes of this Agreement the Parcel is valued at Fifty Thousand Seven Hundred Twenty-Three and 00/100 Dollars ($50,723.00), was determined using an appraisal report dated December 22, 2022, prepared for County in connection with proposed acquisition of the Parcel.

b. *Improvement Compensation.* Under the terms of that certain Possession and Use Agreement recorded as Document No. 20230759097, Official Records of Williamson County, Texas, County paid donor the sum of Seventeen Thousand and 00/100 Dollars ($17,000.00). Donor acknowledges receipt of this prior payment in full and final satisfaction of compensation for the acquisition of any improvements upon the Parcel, and any remainder damage or curative costs resulting from the acquisition and conveyance of the Parcel.

c. *Driveway Reconstruction.* As an additional form of consideration for this transaction, and as an obligation which shall survive the completion of the conveyance of the Parcel by Donor herein, County agrees at its sole cost to cause certain additional driveway improvements within the Parcel and upon the remaining property of Donor to be constructed as part of its

proposed Bagdad Road roadway improvement project (the "Drive Improvements"). The Drive Improvements shall be constructed by County at the time of the construction of the Bagdad Road project by County near the property in substantial compliance with the plans, notes, location and specifications as shown in Exhibit "C" attached hereto and incorporated herein (the "Plans"), and by execution of this Agreement Donor shall allow County, its contractors and agents to temporarily enter the remaining property of Donor in the limited locations and time period as reasonably required to carry out the obligations of this paragraph.

Section 3. Representations and Warranties. The County hereby represents and warrants that:

a. County accepts the Parcel **AS IS, IN ITS PRESENT CONDITION.**

Section 4. Donor's Duties, Representations and Warranties.

a. Donor shall be responsible for the prorated payment of General real estate taxes, if any, for the then current year relating to the Parcel through the date of Deed conveyance described herein. Agricultural roll-back taxes which directly result from this conveyance, if any, shall be paid by County.

b. Donor may realize any proper tax benefit or future Road District reimbursement to which it is entitled through this gift of real property, and County shall provide any reasonable assistance requested by Donor to complete any required documentation for same.

c. Donor understands and acknowledges that Donor has been informed of the entitlement to receive fair market value payment for the Parcel, as set out in Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601-4655), and the legal right to an appraisal, and is waiving those rights.

d. *Drive Improvements Maintenance*. As an obligation which shall survive the conveyance of the Parcel, Donor shall own and otherwise be responsible for all operation and maintenance of the Driveway Improvements described herein at its sole cost following completion of construction and acceptance by County in accordance with the Plans.

Section 5. Assigns; Beneficiaries. Neither the County nor Donor shall have the right to assign this Agreement to any party. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns and shall be a covenant that runs with the land and may be recorded by the County. This Agreement is for the sole benefit of Donor and County. Once County has vested title to the Parcel it

may only be transferred to another governmental entity with the power of condemnation, or returned to the Donor, its successors and assigns.

Section 6. Entire Agreement. This Agreement is the entire agreement between Donor and County concerning the gift of interest in the Parcel, and no modification hereof or subsequent agreement relative to the subject matter hereof shall be binding on either party unless reduced to writing, and signed by the party to be bound.

Section 7. Choice of Law; Venue; Dispute Resolution. This Agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue for any action brought under or with regard to this Agreement or the breach of this Agreement is in *Williamson County*, Texas, except to the extent otherwise mandated by applicable law. Time permitting, the parties will submit in good faith to an alternative dispute resolution process before filing a suit concerning this Agreement or the breach of same.

Section 8. Agreement in Lieu of Eminent Domain. The parties agree that this contract was reached in lieu of condemnation and the obligations and consideration state herein are in lieu of eminent domain.

[signature pages follow]

EXECUTED BY the County and by Donor as follows:

DONOR:

BLUE HOLE REAL ESTATE INVESTMENT, LLC

By: John Colin Suttles

Name: JOHN COLIN SUTTLES

Its: MANAGER

Date: 5/28/25

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF Travis §

This instrument was acknowledged before me on May 28, 2025, by John Colin Suttles, in the capacity and for the purposes and consideration recited therein.

ELLEN ELIZABETH SCHNEIDER
Notary ID #132493283
My Commission Expires
May 26, 2028

Ellen Elizabeth Schneider

Notary Public, State of Texas

COUNTY:

WILLIAMSON COUNTY, TEXAS

By:_____
Steven Snell, County Judge

Date:_____

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on _____, 2025, by Steven Snell, Williamson County Judge, in the capacity and for the purposes and consideration recited therein.

_____

Notary Public, State of Texas

EXHIBIT A

County: Williamson
Parcel : 13 –Blue Hole
Highway: Bagdad Rd (CR 279)

PROPERTY DESCRIPTION

DESCRIPTION OF A 0.534 ACRE (23,246 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 20.00 ACRE TRACT OF LAND (TRACT 1) DESCRIBED AND DEPICTED IN GENERAL WARRANTY DEED TO BLUE HOLE REAL ESTATE INVESTMENT, LLC RECORDED IN DOCUMENT NO. 2019115189 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.534 ACRE (23,246 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set in the proposed westerly Right-of-Way (ROW) line of Bagdad Road (ROW width varies) 113.27 feet left of Bagdad Road Baseline Station 284+69.64 (Grid Coordinates determined as N=10,207,435.73 E=3,059,276.98), being in the southerly boundary line of said 20.00 acre tract, same being the northerly boundary line of that called 10.00 acre tract of land described in Warranty Deed With Vendor's Lien to Action Propane, Inc. described in Volume 1227, Page 650 of the Official Records of Williamson County, Texas, for the southwesterly corner and **POINT OF BEGINNING** of the herein described parcel, and from which, a 10" creosote post found, being an ell corner in the southerly boundary line of said 20.00 acre tract, same being the northwesterly corner of said 10.00 acre tract bears S 73°08'08" W, at a distance of 490.21 feet;

1) **THENCE,** departing said 10.00 acre tract, with said proposed westerly ROW line, through the interior of said 20.00 acre tract, **N 47°22'04" W,** for a distance of **263.84** feet to an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 136.16 feet left of Bagdad Road Baseline Station 287+48.47, in the existing southerly ROW line of Old County Road (C.R.) 279 (ROW width varies), same being the northerly boundary line of said 20.00 acre tract, for the northwesterly corner of the herein described parcel, and from which, an iron rod with plastic cap stamped "FOREST 1847" found, in said existing southerly ROW line, being an angle point in the northerly boundary line of said 20.00 acre tract, bears S 76°56'21" W, at a distance of 104.89 feet;

THENCE, departing said proposed westerly ROW line, with said northerly boundary line of the 20.00 acre tract, same being said existing southerly ROW line of Old C.R. 279 the following three (3) courses:

2) **N 76°56'21" E,** for a distance of **23.53** feet to a 1/2" iron rod found, for an angle point;

3) **S 86°47'29" E,** for a distance of **62.45** feet to a 1/2" iron rod found, for an angle point;

4) **S 77°16'31" E,** for a distance of **47.63** feet to a 3/8" iron rod found, being the apparent intersection of the existing westerly ROW line of C.R. 279 (Bagdad Road);

THENCE, departing said Old C.R 279, with the existing westerly ROW line of C.R 279 (Bagdad Road), same being the easterly boundary line of said 20.00 acre tract, the following three (3) courses:

5) **S 60°18'56" E,** for a distance of **69.60** feet to a 3/8" iron rod found, for an angle point;

6) **S 56°46'17" E,** for a distance of **2.14** feet to an 80D nail found, being the northerly corner of that called 0.0369 acre ROW tract described in Right-Of-Way Dedication to County Judge John Doerfler (Williamson County, Texas) recorded in Document No. 1996036915 of the Official Records of Williamson County, Texas, for a point of curvature to the right;

County: Williamson
Parcel : 13 –Blue Hole
Highway: Bagdad Rd (CR 279)

7) with the westerly boundary line of said 0.0369 acre ROW dedication tract, along a non-tangent curve to the right having a delta angle of **08°01'33"**, a radius of **1,056.00** feet, an arc length of **147.92** feet and a chord which bears **S 46°21'39" E,** for a distance of **147.80** feet to a 1/2" iron rod found, for the southeasterly corner of said 20.00 acre tract, same being the southwesterly corner of said 0.0369 acre ROW dedication tract, being the northeasterly corner of said 10.00 acre tract, also being the northwesterly corner of that called 0.1691 ROW tract described in Right-Of-Way Dedication to County Judge John Doerfler (Williamson County, Texas) recorded in Document No. 1996065717 of the Official Records of Williamson County, Texas, for the southeasterly corner of the herein described parcel;

8) **THENCE,** departing said existing westerly ROW line, with the southerly boundary line of said 20.00 acre tract, same being the northerly boundary line of said 10.00 acre tract, **S 73°08'08" W,** for a distance of **111.64** feet to the **POINT OF BEGINNING,** containing 0.534 acres (23,246 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale — 23 SEP 2022

M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

Date

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

EXHIBIT "A"

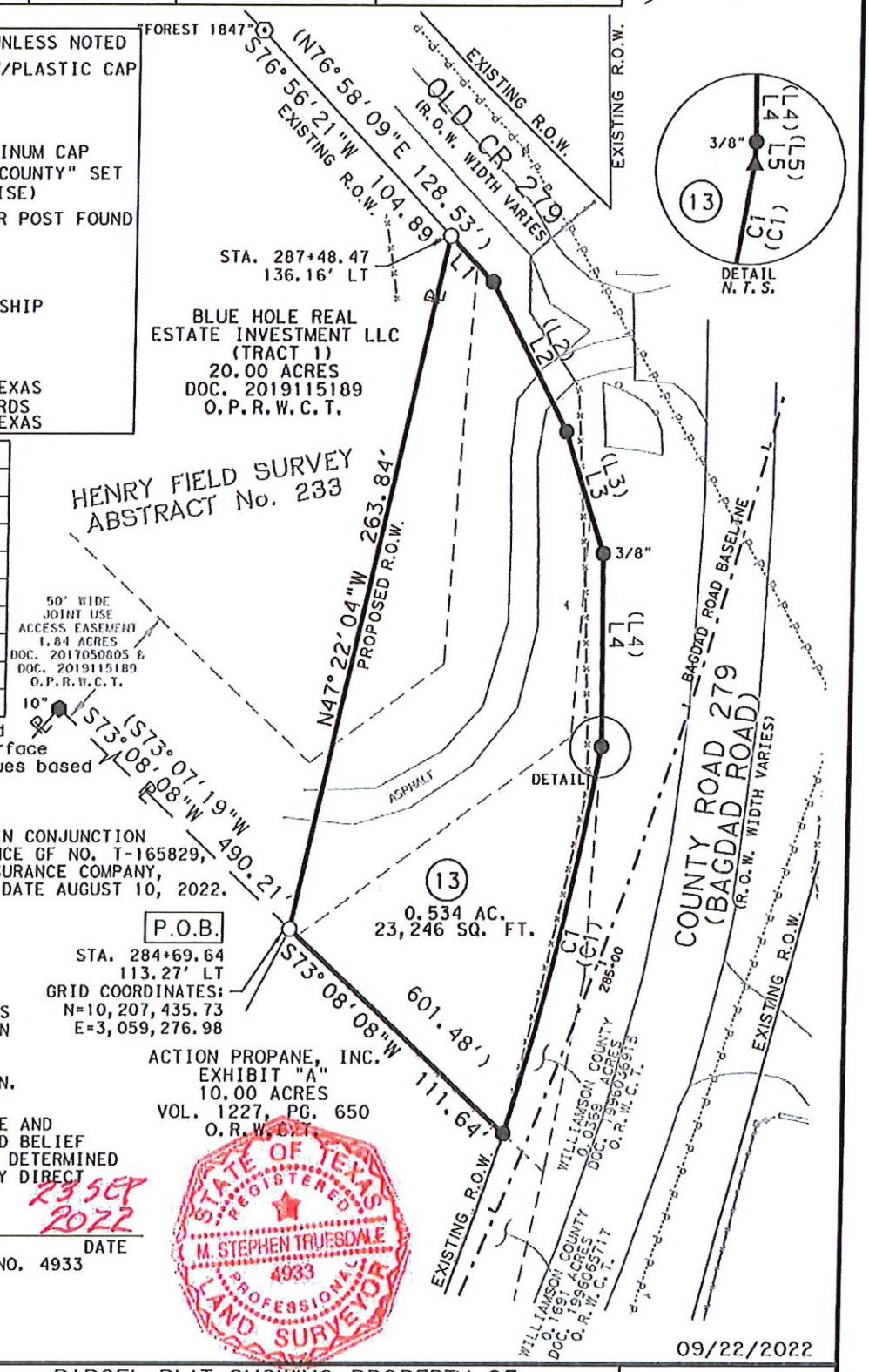
PLAT TO ACCOMPANY PARCEL DESCRIPTION

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	08°01'33"	1,056.00'	147.92'	147.80'	S46°21'39"E
(C1)	(08°02'00")	(1,056.00')	(148.06')	(147.94')	(S46°18'16"E)

LEGEND

●	½" IRON ROD FOUND UNLESS NOTED
⊙	½" IRON ROD FOUND W/PLASTIC CAP
▲	80/D NAIL FOUND
△	CALCULATED POINT
○	½" IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS NOTED OTHERWISE)
⬢	CREOSOTE FENCE CORNER POST FOUND
℄	PROPERTY LINE
( )	RECORD INFORMATION
⌇	LINE BREAK
⌇	DENOTES COMMON OWNERSHIP
P.O.B.	POINT OF BEGINNING
N.T.S.	NOT TO SCALE
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

NO.	DIRECTION	DISTANCE
L1	N76°56'21"E	23.53'
L2	S86°47'29"E	62.45'
(L2)	(S86°53'06"E)	(62.38')
L3	S77°16'31"E	47.63'
(L3)	(N77°27'19"E)	(47.93')
L4	S60°18'56"E	69.60'
(L4)	(S60°06'51"E)	(69.24')
L5	S56°46'17"E	2.14'
(L5)	(S55°29'45"E)	(2.03')



1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-165829, ISSUED BY TITLE RESOURCES GUARANTY INSURANCE COMPANY, EFFECTIVE DATE AUGUST 01, 2022, ISSUE DATE AUGUST 10, 2022.

2. AN INGRESS AND EGRESS EASEMENT AS DESCRIBED IN DOCUMENT NO. 2017050805, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

4. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN RIGHT-OF-WAY DEDICATION OF RECORD IN DOCUMENT NO. 9636915 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT AS SHOWN.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 23 SEP 2022

M. STEPHEN TRUESDALE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

STATE OF TEXAS REGISTERED M. STEPHEN TRUESDALE 4933 PROFESSIONAL LAND SURVEYOR

09/22/2022

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

BLUE HOLE REAL ESTATE INVESTMENT LLC

SCALE	PROJECT	COUNTY
1" = 60'	BAGDAD ROAD	WILLIAMSON

PARCEL 13
0.534 ACRES
23,246 Sq. Ft.

S:\BINKLEY & BARFIELD\BAGDAD ROAD 2020\PARCELS\PARCEL 13-BLUE HOLE\PARCEL 13-BLUE-HOLE.dgn

EXHIBIT "B"

Parcel 13

DONATION DEED
Bagdad Road Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **BLUE HOLE REAL ESTATE INVESTMENT, LLC** hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Donate, Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract(s) or parcel(s) of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> All of that certain 0.534 acres (23,246 square foot) tract of land, out of and situated in the Henry Field Survey, Abstract No. 233, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 13**);

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Grantee's roadway facilities and all related appurtenances.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ___ day of _____, 2025.

[signature page follows]

GRANTOR:

BLUE HOLE REAL ESTATE INVESTMENT, LLC

By: John Colin Suttles

Name: JOHN COLIN SUTTLES

Title: MANAGER

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me on this the 28 day of May, 2025 by John Colin Suttles in the capacity and for the purposes and consideration recited therein.

Ellen Elizabeth Schneider
Notary Public, State of Texas

ELLEN ELIZABETH SCHNEIDER
Notary ID #132493283
My Commission Expires
May 26, 2028

ACCEPTED:

WILLIAMSON COUNTY, TEXAS

By: _____

Name: _____
County Judge/Presiding Officer

Title: _____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2025 by _____ in the capacity and for the purposes and consideration recited therein.

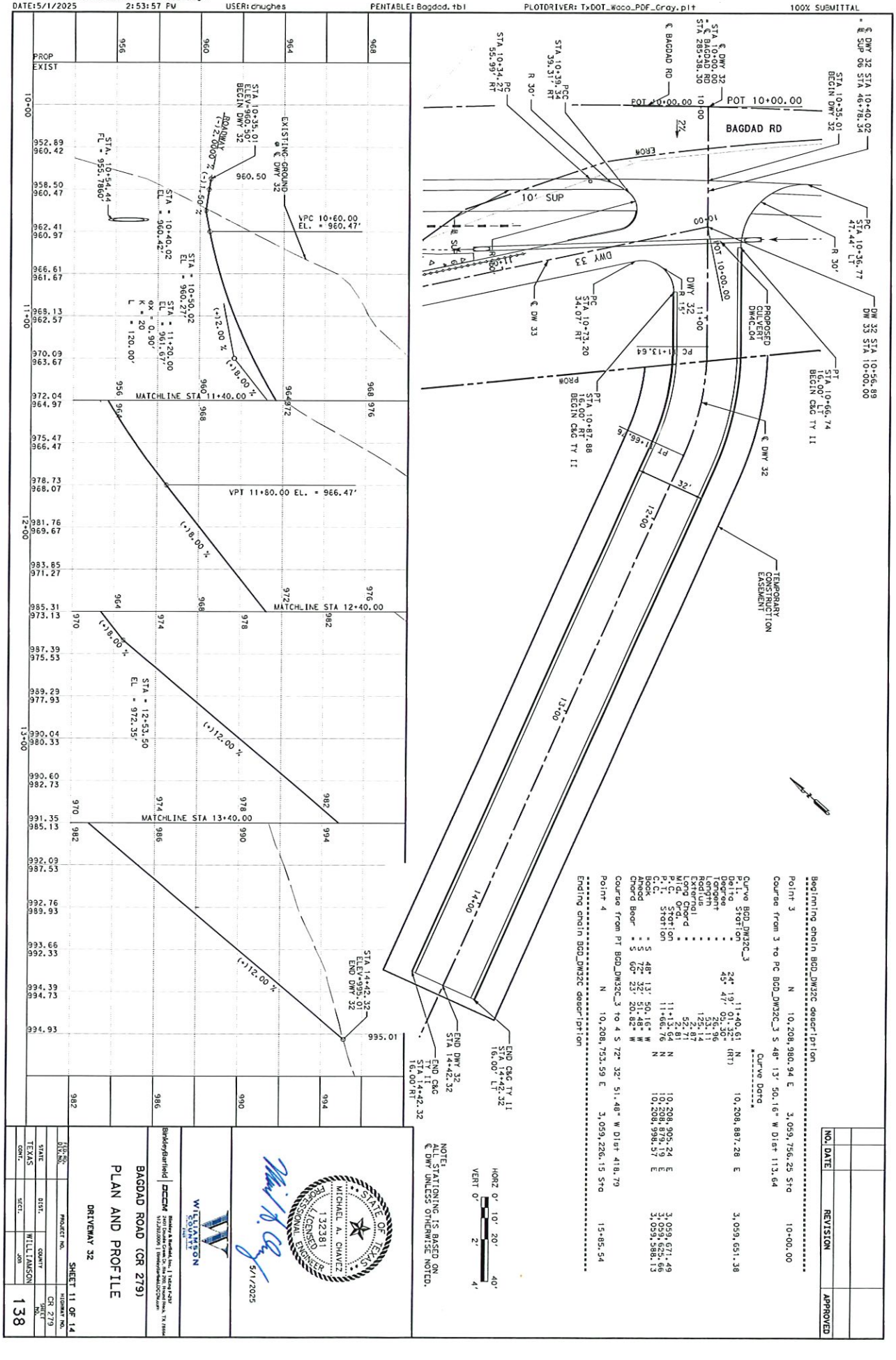
_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:
Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

EXHIBIT "C"


FILE:...\RDPP_BAGDAD_DWY_32_EXHIBIT.dgn
DATE:5/1/2025 2:53:57 PM USER:chughes PENTABLE:Bagdad.tbl PLOTDRIVER:TxDOT_Waco_PDF_Gray.plt 100% SUBMITTAL
BAGDAD RD
10' SUP
PROPOSED CULVERT DW4C.04
TEMPORARY CONSTRUCTION EASEMENT
MATCHLINE STA 11+40.00
MATCHLINE STA 12+40.00
MATCHLINE STA 13+40.00
VPC 10+60.00 EL. = 960.47'
VPT 11+80.00 EL. = 966.47'
(-)1.50 %
(+)2.00 %
(+)18.00 %
(+)12.00 %
Beginning chain BGD_DW32C description
Point 3 N 10,208,980.94 E 3,059,756.25 Sta 10+00.00
Course from 3 to PC BGD_DW32C_3 S 48° 13' 50.16" W Dist 113.64
Curve Data
Curve BGD_DW32C_3
P.I. Station 11+40.61 N 10,208,887.28 E 3,059,651.38
Delta 24° 19' 01.32" (RT)
Degree 45° 47' 05.32"
Tangent 26.96
Length 53.11
Radius 125.14
External 2.81
Long Chord 52.71
Mid. Ord. 2.61
P.C. Station 11+13.64 N 10,208,905.24 E 3,059,671.49
P.T. Station 11+66.76 N 10,208,879.19 E 3,059,625.66
Back = S 48° 13' 50.16" W 10,208,998.57 E 3,059,588.13
Ahead = S 72° 32' 51.48" W
Chord Bear = S 60° 23' 20.82" W
Course from PT BGD_DW32C_3 to 4 S 72° 32' 51.48" W Dist 418.79
Point 4 N 10,208,753.59 E 3,059,226.15 Sta 15+85.54
Ending chain BGD_DW32C description
NOTE: ALL STATIONING IS BASED ON ℄ DWY UNLESS OTHERWISE NOTED.
HORZ 0' 10' 20' 40'
VERT 0' 2' 4'
NO. DATE REVISION APPROVED
STATE OF TEXAS
MICHAEL A. CHAVEZ
132381
LICENSED PROFESSIONAL ENGINEER
5/1/2025
WILLIAMSON COUNTY TEXAS
BinkleyBarfield | DCCM
BAGDAD ROAD (CR 279)
PLAN AND PROFILE
DRIVEWAY 32
SHEET 11 OF 14
STATE TEXAS
DIST. COUNTY WILLIAMSON
SECT. JOB 138
PROJECT NO. HIGHWAY NO. CR 279
CONT. SHEET NO.

Commissioners Court - Regular Session **84.**

Meeting Date: 06/03/2025

Wastewater Line Easement and Access Easement for BCRT

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 Wastewater Line Easement and a Non-Exclusive Access Easement with Faith Missionary Baptist Church for the Brushy Creek Regional Trail project (parcel 16). Funding Source: Park Bonds P551

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Easement

Easement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	05/29/2025 09:34 AM
Form Started By: Charlie Crossfield		Started On: 05/28/2025 06:03 PM
Final Approval Date: 05/29/2025		

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NON-EXCLUSIVE ACCESS EASEMENT AGREEMENT

Effective Date: May 23, 2025, 2025

Grantor: **FAITH MISSIONARY BAPTIST CHURCH**

Grantor Mailing Address: 1561 Sam Bass Road
Round Rock, Texas 78681

Grantee: **WILLIAMSON COUNTY, TEXAS**

Grantee Mailing Address: 710 Main Street, Suite 301
Georgetown, Texas 78626

Easement Tract:

The 0.063 acre (2,750 square foot) tract or parcel of land located in Williamson County, Texas, more fully described in **Exhibit "A"**, attached hereto and made a part hereof for all purposes.

Benefitted Property:

The 0.5358 acre (23,343 square foot) tract or parcel of land located in Williamson County, Texas, more fully described in **Exhibit "B"**, attached hereto and made a part hereof for all purposes, and as further described in Document No. 2023095110, Official Records of Williamson County, Texas.

The 1.94 acre (84,625 square foot) Non-Exclusive Trail Easement tract of parcel of land located in Williamson County, Texas, more fully described in **Exhibit "C"**, attached hereto and made a part hereof for all purposes, and as further described in Document No. 2023095109, Official Records of Williamson County, Texas.

Improvements: a paved driveway and related appurtenances

GRANT OF EASEMENT; GRANTOR'S RESERVED RIGHTS

1. Pursuant to the terms and provisions of this Non-Exclusive Access Easement Agreement (this "*Agreement*"), Grantor hereby grants, sells, and conveys to Grantee, its successors and permitted assigns, a permanent non-exclusive easement, appurtenant to the Benefitted Property (the "*Easement*"), upon and across the Easement Tract for the purposes of (i) providing free and uninterrupted vehicular and pedestrian ingress and egress to Grantee, its successors, permitted assigns, agents, employees, contractors, and the public between Sam Bass Road and the Benefitted Property, and (ii) constructing, installing and/or maintaining within the Easement Tract a paved driveway approach and access road and any related improvements that are necessary or convenient for such ingress and egress (the "*Improvements*"). Grantor hereby covenants and agrees to warrant and forever defend title to the Easement herein granted unto Grantee, its successors and permitted assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise, subject to the matters set forth herein and further subject to all matters of record in Williamson County, Texas that are valid and subsisting and affect the Easement Tract and all other matters that are visible and apparent on the ground.

2. Grantor expressly reserves the right, on behalf of Grantor, its successors, assigns, agents, employees, contractors, subcontractors, invitees, licensees and tenants to enter onto and use the Easement Tract and the Improvements constructed thereon for vehicular and pedestrian ingress and egress and all other purposes that do not prevent or unreasonably interfere with Grantee's use of the Easement Tract for ingress or egress as provided herein. Grantor will also have the right, without the joinder or consent of Grantee, to grant future easements to public or private utility companies ("*Utility Easements*") for utility, telephone, cable television, storm sewer, water, sanitary sewer, electric or other power lines, and other utilities (the "*Utility Facilities*") within and across the Easement Tract, provided that such Utility Easements do not unreasonably interfere with Grantee's continuous use of the Easement for ingress and egress, except during periods of actual construction or maintenance of the Utility Facilities.

GRANTOR'S AND GRANTEE'S OBLIGATIONS

3. Grantee and Grantor will jointly be obligated to keep and maintain all Improvements (including, after construction, any Alternative Improvements) and the Easement Tract (including any Alternative Access Tract) in good condition and repair in accordance with all applicable laws, rules, regulations and requirements of all public authorities ("*Maintenance Obligations*"). Grantee may not permit any lien to attach to the Easement Tract as a result of any construction, installation, or maintenance by Grantee. In the event of acceptance of the Easement Tract for roadway purposes by a governmental entity with jurisdiction, Grantor's Maintenance Obligations will cease.

Maintenance Obligations will include:

(a) Maintaining the surfaces of the Improvements within the Easement Tract at appropriate grades and in a condition so that any roadway or driveway will be a reasonably passable all-weather surface.

(b) Removing all trash, debris, trash and refuse from the Easement Tract which directly results from Grantee's use of the Easement;

4. **To the fullest extent allowed by law, Grantee, its successors and permitted assigns, will be solely liable for liability, damages, costs or expenses based on property damage or personal injury arising from or related to its activities and those of its agents, employees, contractors, and other third parties coming in, over, or upon the Easement Tract, including its and such parties' use of the Easement Tract and any Improvements (collectively, "*Liabilities*"), and Grantor will have no liability for such Liabilities. To the extent permitted by applicable law, Grantee indemnifies and agrees to hold Grantor harmless from the Liabilities.**

Grantor and Grantee will each be responsible for compliance with all applicable laws, rules, regulations and requirements of all public authorities with jurisdiction (collectively, "*Applicable Laws*") with respect to its use and improvement of and access over the Easement Tract and the Improvements, as applicable, and Grantee will also be responsible with compliance with Applicable Laws with respect to performance of its maintenance obligations hereunder.

ENFORCEMENT

5. Grantor and Grantees may each enforce, by any proceeding at law or in equity, including specific performance, the other party's obligations imposed by this Agreement. Grantor's or Grantee's failure to enforce any requirement under this Agreement does not waive its future right to do so.

OBLIGATIONS TO RUN WITH THE LAND

6. The rights and obligations contained in this Agreement will run with the land comprising the Easement Tract and the Benefitted Tract and inure to and be for the benefit of Grantor and Grantee and their respective successors and assigns, and each of their agents, employees, contractors, subcontractors, invitees, licensees and tenants, and the public using the Benefitted Property. When a transfer of ownership of either tract takes place, the transferor will not be liable for a breach of this Agreement occurring after the transfer.

MODIFICATION OR TERMINATION

7. This Agreement may be modified, amended, or terminated upon the filing of a written modification, amendment, or termination document in the Official Public Records of Williamson County, Texas, executed and acknowledged by Grantor and Grantee, or the then-owners of the Easement Tract and the Benefitted Property, respectively, and any mortgagees holding first lien security interests on any portion of the Easement Tract and the Benefitted Property; provided, however, that in the event of termination of this Agreement, the joinder of such mortgagees will not be required.

PUBLIC DEDICATION

8. This Agreement and the Easement will terminate upon the earlier of (a) completion of a public roadway on, over, and across the Easement Tract which provides reasonably equivalent access between the Benefitted Tract and Sam Bass Road Drive approved by Grantee, that is dedicated to and accepted by Williamson County, City of Round Rock or any other applicable governmental authority, such dedication to be evidenced by a recorded plat or other dedicatory instrument that covers the Easement Tract; and (b) completion, dedication, and acceptance by Williamson County, City of Round Rock or any other applicable governmental authority of a public roadway located on, over, and across an alternative location that provides access between the Benefitted Property and Sam Bass Road or other alternate public roadway in a location and alignment agreed to with Grantee. At that time, this Agreement and the Easement, will terminate without further action by either Grantor or Grantee. The foregoing

notwithstanding, Grantee agrees to execute a release or termination of this Agreement and the Easement, if it is requested to do so by Grantor, or its successors and assigns.

NOTICES

9. Any notice or communication required or permitted under this Agreement must be given in writing and sent by (i) personal delivery or delivery by courier service, with proof of delivery, (ii) deposit in the United States mail, postage prepaid, as certified mail, return receipt requested, or (iii) sent by a nationally recognized overnight courier service such as UPS or Federal Express with proof of delivery, and addressed to each party's mailing address as set forth above. Any notice or communication will be deemed to have been given (a) in the case of personal delivery or delivery by courier service, on the date of personal delivery or delivery by the courier service, (b) in the case of delivery by U.S. Mail, as registered or certified mail, three days after the date of deposit with or delivery to the U.S. Mail, upon proof of deposit or delivery, or (c) in the case of delivery by a nationally recognized overnight delivery service, one day after the date of deposit with the overnight delivery service, upon proof of deposit. Any notice given under this Agreement will be ineffective unless given in accordance with the provisions of this Paragraph. Either party may change its address for notice by giving the other party five (5) days' written notice of the change.

MISCELLANEOUS

10. Words of any gender used in this Agreement will include any other gender, and words in singular number will include the plural and vice versa, unless context requires otherwise.

11. The captions used in connection with interpretation of the articles and sections of this Agreement are for convenience only and will not be deemed to construe or limit the meaning of the language contained in this Agreement.

12. This Agreement will be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas. Both parties irrevocably agree that any legal proceedings in respect of this Agreement or the Easement will be brought in the courts of Williamson County, Texas.

13. If any provision contained in this Agreement is held to be invalid, illegal or unenforceable, the invalidity, illegality or unenforceability will not affect any other provision and this Agreement will be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

14. This Agreement constitutes the entire agreement between Grantor and Grantee and supersedes any prior understandings or written or oral agreements between the parties concerning the Easement.

15. To facilitate execution, this Agreement may be executed in any number of counterparts, and it will not be necessary that the signatures of all signatories be contained on any one counterpart. Additionally, for purposes of facilitating the execution of this Agreement, the signature pages taken from separate, individually executed counterparts of this Agreement may be combined to form multiple fully executed counterparts. All executed counterparts of this Agreement will be deemed to be originals, but all such counterparts, when taken together, will constitute one and the same instrument. An electronic signature on this Agreement will have the same force and effect as an original signature.

16. Grantor and Grantee acknowledge that they and their respective counsel have each reviewed and revised this Agreement, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

Executed on the date or dates indicated below, to be effective as of the Effective Date.

[Signature and Acknowledgment Pages Follow]

GRANTOR:

FAITH MISSIONARY BAPTIST CHURCH

By: _____

Name: Donnie Rogers

Title: Deacon / Trustee / Treasurer

STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me on the 23rd day of May, 2025, by Donnie Rogers, in the capacity and for the purposes and consideration recited herein.

DANIELE LANG-POWERS
Notary Public, State of Texas
Comm. Expires 11-30-2025
Notary ID 3836950

_____
Notary Public, State of Texas

ACCEPTED AND AGREED BY GRANTEE:

WILLIAMSON COUNTY, TEXAS

By:_____
Steven Snell, County Judge

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the _____ day of _____, 2025, by Steven Snell, Williamson County Judge, in the capacity and for the purposes and consideration recited herein.

(seal)

_____
Notary Public, State of Texas

After recording please return to:

Sheets & Crossfield, PLLC
309 East Main Street
Round Rock, Texas 78664

EXHIBIT "A"

PAPE-DAWSON ENGINEERS

FIELD NOTES
FOR

A 0.063 ACRE OR 2,750 SQUARE FEET MORE OR LESS, TRACT OF LAND, BEING OUT OF LOT 1, BLOCK A, FAITH MISSIONARY BAPTIST CHURCH, A SUBDIVISION IN THE CITY OF ROUND ROCK, TEXAS, AS RECORDED IN CABINET Q, SLIDES 65-66, PLAT RECORDS, WILLIAMSON COUNTY TEXAS, (P.R.) SAID 0.063 ACRE BEING IN THE J.M. HARREL SURVEY, ABSTRACT NO. 284, AND BEING MORE PARTICULARY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE.

COMMENCING at a found 3/8 inch iron rod for the existing east corner of a called 0.5358 acre tract of land recorded in the name of Williamson County in Document No. 2023095110, Official Public Records, Williamson County, Texas, (O.P.R.) being the north corner of a called 0.420 acre tract, as described in a deed to James Daniel Johnson, as recorded in Document Number 2019034982 O.P.R. same being on the southwest Right-of-Way, (R.O.W.), line of Sam Bass Road (variable width R.O.W.)

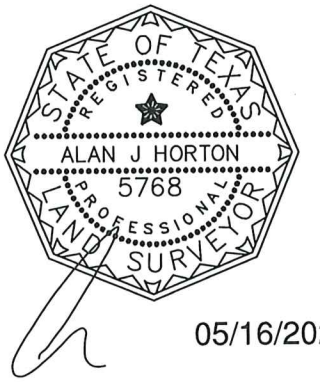
THENCE, North 43°03'15" West, along and with the southwest R.O.W. line of Sam Bass Road and the northeast line of said 0.5358 acre tract a distance of 180.47 feet to a calculated point being the north corner of said 0.5358 acre tract and east corner of said Lot1 for the **POINT OF BEGINNING** herein described tract;

THENCE, South 47°27'53" West, with the common line between said 0.5358 acre tract and said Lot 1, a distance of **110.00 feet** to a calculated point,

THENCE, over and across said Lot 1, the following two (2) courses and distances:

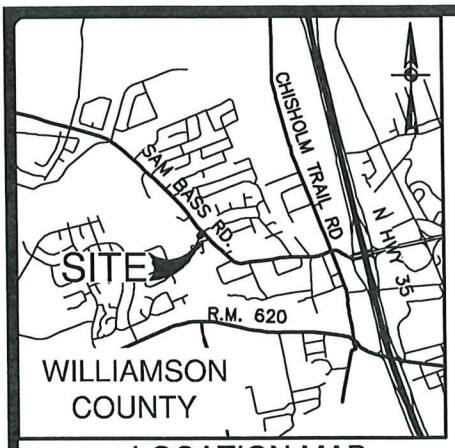
1. **North 43°03'15" West**, a distance of **25.00 feet** to a calculated point;
2. **North 47°27'53" East**, a distance of **110.00 feet** to a calculated point; on the northeast line of said Lot 1 and the southwest R.O.W. line of said Sam Bass Road;

THENCE, South 43°03'15" East, along and with the southwest R.O.W. line of Sam Bass Road and the northeast line of said Lot 1, a distance of 25.00 feet to the **POINT OF BEGINNING** and containing 0.063 acres (2,750 SF) in Williamson County, Texas. Said tract being described in accordance with an exhibit prepared under Job No. 50867-02 by Pape-Dawson Engineers, Inc.



05/16/2025

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: May 16, 2025
JOB No.:50867-02
DOC.ID.:N:\Transpo\CIVIL\50867-02\Easements\
Easement Release 50867-02_0.063_Acres.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-01



LOCATION MAP

1" = 5,000'

LEGEND:

D.R.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
P.R.	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
FD.	FOUND
I.R.	IRON ROD
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING

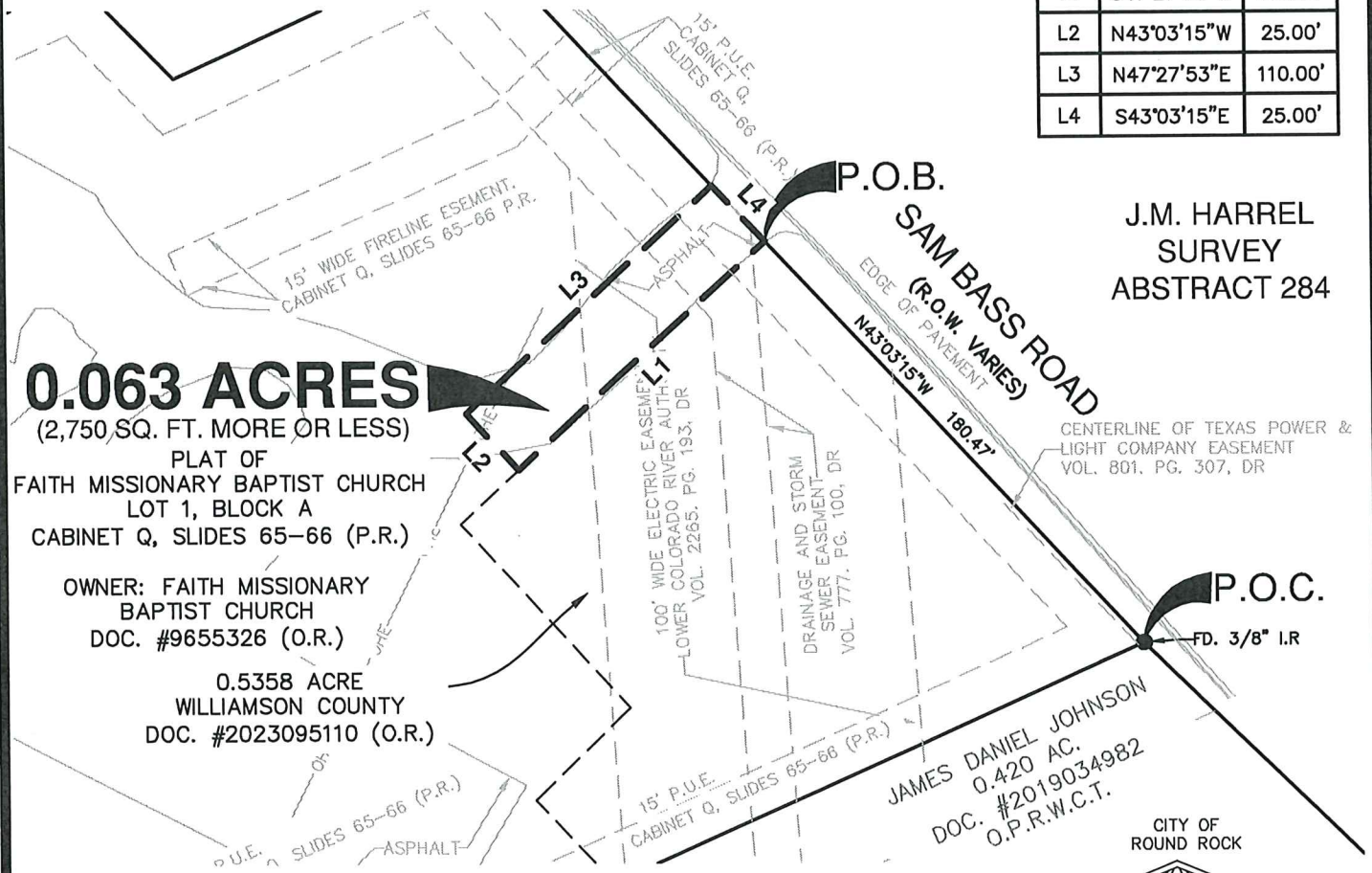
NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HEREWITH INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.

60' 0' 30' 60'

SCALE: 1"= 60'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S47°27'53"W	110.00'
L2	N43°03'15"W	25.00'
L3	N47°27'53"E	110.00'
L4	S43°03'15"E	25.00'



J.M. HARREL
SURVEY
ABSTRACT 284

CITY OF
ROUND ROCK

EXHIBIT OF

A 0.063 ACRE, OR 2,750 SQUARE FEET MORE OR LESS, TRACT OF LAND, BEING OUT OF LOT 1, BLOCK A OF THE PLAT OF FAITH MISSIONARY BAPTIST CHURCH RECORDED IN CABINET Q, SLIDES 65-66 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DESCRIBED IN CONVEYANCE TO FAITH MISSIONARY BAPTIST CHURCH IN WARRANTY DEED RECORDED IN DOCUMENT NO. 9655326 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, OUT OF THE J.M. HARRELL SURVEY, ABSTRACT NO. 284, WILLIAMSON COUNTY, TEXAS.

STATE OF TEXAS
REGISTERED
ALAN J HORTON
5768
PROFESSIONAL
LAND SURVEYOR

05/16/2025

JOB No.: 50867-02

PAPE-DAWSON ENGINEERS
AUSTIN I SAN ANTONIO I HOUSTON I FORT WORTH I DALLAS
10801 N MOPAC EXPY, BLDG 3, STE 200 I AUSTIN, TX 78759 I 512.454.8711
TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10028801

Date: May 16, 2025, 8:24am User ID: krivera
File: N:\Transp\Civil\50867-02\Easement Release\Easement\Access Easement 50867-02_0.063_Acres.dwg

EXHIBIT "B"

Parcel
0.5358 Acres (23,342 Square Feet)
Jacob M. Harrell Survey, Abstract No. 284
Williamson County, Texas

DESCRIPTION OF PARCEL

DESCRIPTION OF A 0.5358 ACRE (23,342 SQUARE FOOT) TRACT OF LAND, LOCATED IN THE JACOB M. HARRELL SURVEY, ABSTRACT NO. 284, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 1, BLOCK A, OF FAITH MISSIONARY BAPTIST CHURCH SUBDIVISION, A PLAT OF RECORD IN CABINET Q, SLIDE 65, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID LOT 1 BEING DESCRIBED IN A WARRANTY DEED TO FAITH MISSIONARY BAPTIST CHURCH, OF RECORD IN DOCUMENT NO. 1996055326, SAID OFFICIAL PUBLIC RECORDS, SAID 0.5358 ACRE (23,342 SQUARE FOOT) TRACT OF LAND BEING SURVEYED ON THE GROUND IN APRIL, JUNE, JULY, 2021, AND OCTOBER, 2023, UNDER THE DIRECT SUPERVISION OF MIGUEL A. ESCOBAR, LSLS, RPLS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found in the south right-of-way line of Sam Bass Road, a variable width right-of-way, no dedication found to date, for the common east corner of said Lot 1 and a called 0.420 acre tract of land, described in a General Warranty Deed to James Daniel Johnson, of record in Document No. 2019034982, of said Official Public Records, for the southeast corner of the tract described herein, from which point a 3/8-inch iron rod found, bears North 19°33'34" West, a distance of 2.14 feet;

THENCE, South 66° 04' 56" West, with the common line between said Lot 1, and said 0.420 acre tract, at a distance of 185.88 feet, pass a 1/2-inch iron rod with aluminum cap found, for the southwest corner of a called 100 foot wide electric line easement and right-of-way, to the Lower Colorado River Authority, of record in Volume 2265, Page 193, of said Official Public Records, continuing for a total distance of **191.07 feet,** to a 1/2-inch iron rod with cap stamped "INLAND GEODETICS" set, for the southwest corner of the tract described herein;

THENCE, departing said common line, over and across said Lot 1, the following four (4) courses and distances:

1. **North 43° 24' 26" West**, a distance of **35.77 feet** to a 1/2-inch iron rod with cap stamped "INLAND GEODETICS" set for corner;

2. **North 45° 34' 16" East**, a distance of **43.50 feet** to a 1/2-inch iron rod with cap stamped "INLAND GEODETICS" set for corner;

3. **North 42° 49' 34" West**, a distance of **81.56 feet** to a 1/2-inch iron rod with cap stamped "INLAND GEODETICS" set for the northwest corner of the tract described herein;

4. **North 47° 10' 26" East**, a distance of **136.01 feet** to a 1/2-inch iron rod with cap stamped "INLAND GEODETICS" set in the south right-of-way of said Sam Bass Road, and for the northeast corner of the tract described herein, from which point the northeast corner of said Lot 1 and the southeast corner of a called 0.1070 acre tract of land, described in a Special Warranty Deed and Assignment, to Brushy Creek Municipal Utility District, of record in Document No. 2004016444, of said Official Public Records, bears North 43° 20' 42" West, with the common line between said Lot 1, and said

Parcel
0.5358 Acres (23,342 Square Feet)
Jacob M. Harrell Survey, Abstract No. 284
Williamson County, Texas

Sam Bass Road, a distance of 136.77 feet, from which point a 1/2-inch iron rod with aluminum cap stamped "BAKER-AICKLEN" found, bears North 45° 45' 47" West, with the common line between said 0.1070 acre tract of land and said Sam Bass Road, a distance of 43.64 feet, for the southeast corner of Lot 1, Block A, Freedom Church Subdivision, a plat of record in Document No. 2021096891, of said Official Public Records, and the northeast corner of said 0.1070 acre tract of land;

THENCE, South 43° 20' 42" East, with the common line between said Lot 1 and said Sam Bass Road, at a distance of 61.50 feet, pass a 1/2-inch iron rod with aluminum cap found, and continuing for a total distance of **180.48 feet,** to the **POINT OF BEGINNING** and containing 0.5358 acres of land, more or less, within these metes and bounds;

Bearings are based on the Texas Coordinate System of 1983, Central Zone, (NAD 83(2011)). All distances are surface values represented in US Survey Feet based on a Grid-to-Surface Combined Adjustment Factor of 1.00011.

The foregoing metes and bounds description, and survey on which it was based, is accompanied by and a part of a survey map of the subject tract.

THE STATE OF TEXAS §
§ KNOWN ALL MEN BY THESE PRESENT
COUNTY OF WILLIAMSON §

That I, Miguel A. Escobar, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and the property described herein was determined by a survey made on the ground during the months of April, June, July, 2021, and October, 2023, under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas on this 13th of October, 2023, A.D.

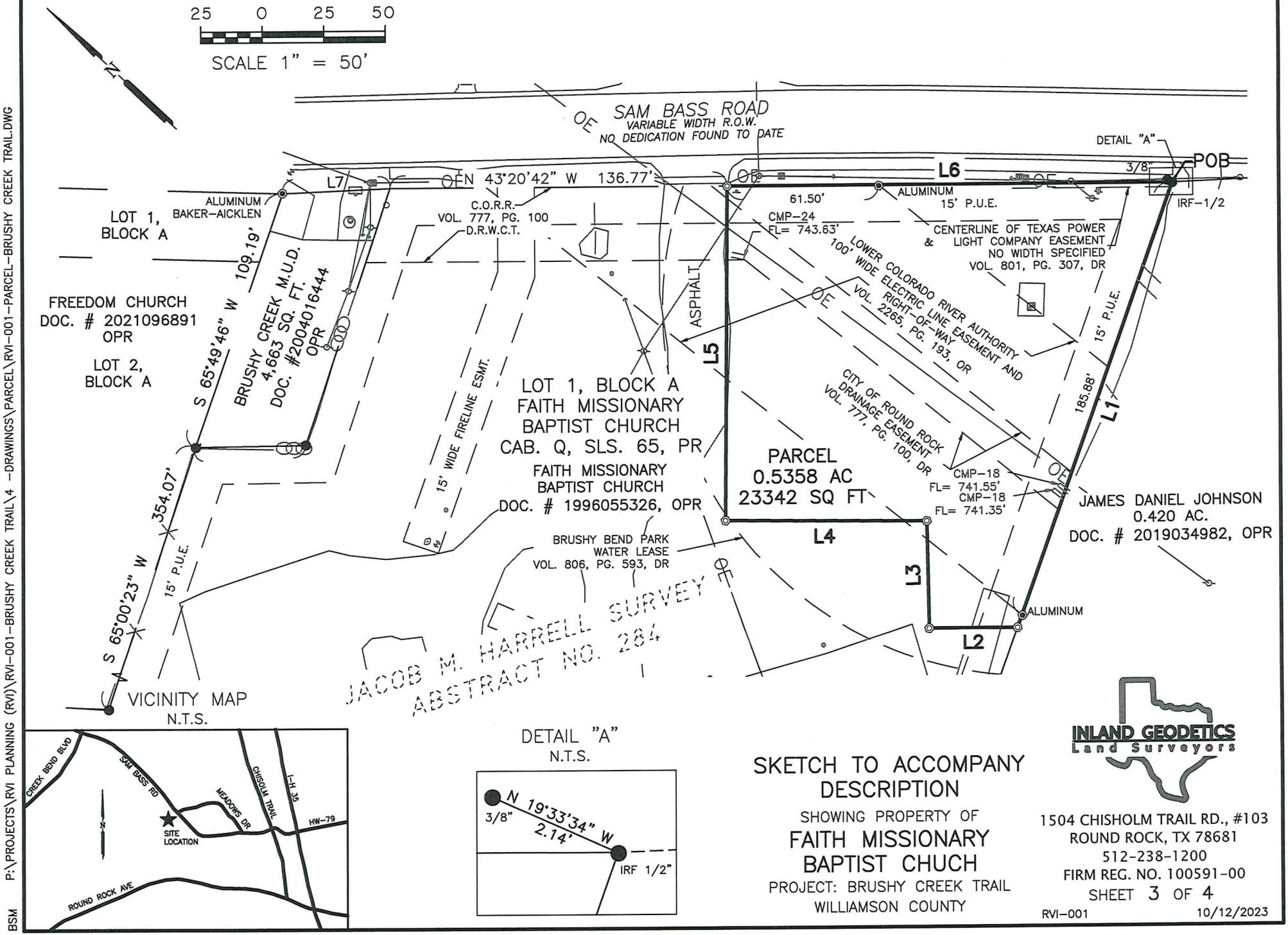
INLAND GEODETICS



Miguel A. Escobar, L.S.L.S., R.P.L.S.
Texas Reg. No. 5630
1504 Chisholm Trail Rd #103
Round Rock, TX 78681
TBPELS Firm No. 10059100
Proj No. RVI-001

P:\Projects\RVI Planning (RVI)\RVI-001-Brushy Creek Trail\5 -Descriptions-Reports\PARCEL\RVI-001-PARCEL-BRUSHY CREEK TRAIL-Metes and Bounds

EXHIBIT B



SKETCH TO ACCOMPANY DESCRIPTION

SHOWING PROPERTY OF

FAITH MISSIONARY BAPTIST CHUCH

PROJECT: BRUSHY CREEK TRAIL
WILLIAMSON COUNTY

INLAND GEODETICS
Land Surveyors

1504 CHISHOLM TRAIL RD., #103
ROUND ROCK, TX 78681
512-238-1200
FIRM REG. NO. 100591-00

SHEET 3 OF 4

RVI-001 10/12/2023

BSM P:\PROJECTS\RVI PLANNING (RVI)\RVI-001-BRUSHY CREEK TRAIL\4 -DRAWINGS\PARCEL\RVI-001-PARCEL-BRUSHY CREEK TRAIL.DWG

EXHIBIT B

NOTES:

1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (NAD_83 (2011)). ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A SURFACE-TO-GRID COMBINED ADJUSTMENT FACTOR OF 1.00011.

2. THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE NOR A TITLE COMMITMENT OR TITLE POLICY. THERE MAY BE ADDITIONAL EASEMENTS OR RESTRICTIONS, NOT SHOWN HEREON, WHICH MAY AFFECT THE PROPERTY.

3. THE SYMBOLS REFLECTED IN THE LEGEND AND ON THIS SURVEY MAY HAVE BEEN ENLARGED FOR CLARITY. THE SYMBOLS HAVE BEEN PLOTTED AT THE CENTER OF THE FIELD LOCATION AND MAY NOT REPRESENT THE ACTUAL SIZE OR SHAPE OF THE FEATURE.

4. UTILITY INFORMATION SHOWN HEREON CONSTITUTES FIELD RECOVERY OF OBSERVED EVIDENCE OF UTILITIES. LOCATIONS OF UNDERGROUND UTILITIES/STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES/STRUCTURES, SUCH AS ELECTRICAL, TELEPHONE, CABLE TV AND PIPELINES, MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES. FOR INFORMATION REGARDING BURIED UTILITIES/STRUCTURES OR BEFORE ANY EXCAVATION IS BEGUN, CONTACT THE APPROPRIATE AGENCIES FOR VERIFICATION OF UTILITY TYPE AND FOR FIELD LOCATION.

5. BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE X (NOT SHADED) – AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48491C0489F, THAT BEARS AN EFFECTIVE/REVISED DATE OF 12/20/2019. THE SURVEYOR MAKES NO ASSURANCE AS TO THE ACCURACY OF THE DELINEATIONS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP. THIS STATEMENT IS FOR INSURANCE PURPOSES ONLY AND IS NOT AN OPINION THAT THE PROPERTY WILL OR WILL NOT FLOOD. A FLOOD STUDY WAS NOT CONDUCTED ON THE PROPERTY.

6. THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" ON THIS DOCUMENT ONLY CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE CERTIFICATION, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.

7. THE FOREGOING MAP AND SURVEY ON WHICH IT IS BASED IS ACCOMPANIED BY AND A PART OF SEPARATE METES AND BOUND DESCRIPTION OF THE SUBJECT TRACT.

LINE	BEARING	DISTANCE
L1	S 66°04'56" W	191.07'
L2	N 43°24'26" W	35.77'
L3	N 45°34'16" E	43.50'
L4	N 42°49'34" W	81.56'
L5	N 47°10'26" E	136.01'
L6	S 43°20'42" E	180.48'
L7	N 45°45'47" W	43.64'

LEGEND

- IRON ROD FOUND 1/2" IN DIAMETER OR OTHERWISE NOTED
- IRON ROD FOUND W/CAP 1/2" IN DIAMETER OR OTHERWISE NOTED
- IRON ROD SET W/CAP 1/2" IN DIAMETER "INLAND GEODETICS"
- POWER POLE
- WELL
- PULLBOX
- TELEPHONE PEDESTAL
- SIGN
- WIRE FENCE
- CHAINLINK FENCE
- OE — OVERHEAD ELECTRIC LINE
- WOOD FENCE
- POB — POINT OF BEGINNING
- OPR — OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- PR — PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
- DR — DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- OR — OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS

THIS IS TO CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND IN APRIL, JUNE, JULY, 2021, AND OCTOBER 2023 BY ME OR UNDER MY SUPERVISION, AND THAT THIS SURVEY PLAT REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY.

INLAND GEODETICS

MIGUEL A. ESCOBAR, L.S.L.S., R.P.L.S.
TEXAS REG. NO. 5630

10/13/2023

STATE OF TEXAS
REGISTERED
MIGUEL ANGEL ESCOBAR
5630
PROFESSIONAL
LAND SURVEYOR

SKETCH TO ACCOMPANY DESCRIPTION

SHOWING PROPERTY OF

FAITH MISSIONARY BAPTIST CHUCH

PROJECT: BRUSHY CREEK TRAIL
WILLIAMSON COUNTY

INLAND GEODETICS
Land Surveyors
1504 CHISHOLM TRAIL RD., #103
ROUND ROCK, TX 78681
512-238-1200
FIRM REG. NO. 100591-00

SHEET 4 OF 4

RVI-001 10/12/2023

BSM P:\PROJECTS\RVI PLANNING (RVI)\RVI-001-BRUSHY CREEK TRAIL\4 -DRAWINGS\PARCEL\RVI-001-PARCEL-BRUSHY CREEK TRAIL.DWG

EXHIBIT "C"

Easement
1.942 Acres (84,625 Square Feet)
Jacob M. Harrell Survey, Abstract No. 284
Williamson County, Texas

DESCRIPTION OF EASEMENT

DESCRIPTION OF A 1.942 ACRE (84,625 SQUARE FOOT) TRACT OF LAND, LOCATED IN THE JACOB M. HARRELL SURVEY, ABSTRACT NO. 284, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 1, BLOCK A, FAITH MISSIONARY BAPTIST CHURCH SUBDIVISION, A PLAT OF RECORD IN CABINET Q, SLIDE 65, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID LOT 1 BEING DESCRIBED IN A WARRANTY DEED TO FAITH MISSIONARY BAPTIST CHURCH, OF RECORD IN DOCUMENT NO. 1996055326, SAID OFFICIAL PUBLIC RECORDS, SAID 1.942 ACRE (84,625 SQUARE FOOT) TRACT OF LAND BEING SURVEYED ON THE GROUND IN APRIL, JUNE, JULY, 2021, AND OCTOBER, 2023, UNDER THE DIRECT SUPERVISION OF MIGUEL A. ESCOBAR, LSLS, RPLS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found in the south right-of-way line of Sam Bass Road, a variable width right-of-way, no dedication found to date, for the common east corner of said Lot 1 and a called 0.420 acre tract of land, described in a General Warranty Deed to James Daniel Johnson, of record in Document No. 2019034982, of said Official Public Records, for the southeast corner of the tract described herein, from which point a 3/8-inch iron rod found, bears North 19°33'34" West, a distance of 2.14 feet;

THENCE, South 66° 04' 56" West, with the common line between said Lot 1 and said 0.420 acre tract, at a distance of 185.88 feet pass a 1/2-inch iron rod with an aluminum cap found, in said common line, for the southwest corner of a called 100' wide electric line easement and right-of-way, to the Lower Colorado River Authority, of record in Volume 2265, Page 193, of said Official Public Records, and continuing for a total distance of **191.07 feet,** to a 1/2-inch iron rod with cap stamped "INLAND GEODETICS" set, for the southeast corner and the **POINT OF BEGINNING** of the tract described herein;

THENCE, South 66° 04' 56" West, with said common line, a distance of **96.58 feet,** to a tangent point of curve to the right;

THENCE, departing said common line, over and across said Lot 1, the following seven (7) courses and distances;

1. **With** said tangent curve to the right, having a delta angle of **22° 31' 38"**, a radius of **100.00 feet**, an arc length of **39.32 feet**, and a chord which bears **South 87° 07' 32" West**, for a distance of **39.06 feet,** to a point of tangency;

2. **North 85°19'08" West**, a distance of **96.36 feet**, to a tangent point of curve to the left;

3. **With** said tangent curve to the left, having a delta angle of **45° 30' 26"**, a radius of **100.00 feet**, an arc length of **79.43 feet**, and a chord which bears **South 59° 38' 20" West**, for a distance of **77.35 feet,** to a point of tangency;

4. **South 30° 53' 40" West**, a distance of **24.89 feet**, to a tangent point of curve to the right;

5. **With** said tangent curve to the right, having a delta angle of **20° 57' 31"**, a radius of **100.00 feet**, an arc length of **36.58 feet**, and a chord which bears **South 42° 46' 08" West**, for a chord distance of **36.38 feet,** to a point of tangency;

6. **South 52° 07' 27" West**, a distance of **45.01 feet**, to a point for corner, and

7. **South 30° 24' 25" East**, a distance of **11.95 feet**, to a point in said common line;

THENCE, South 66° 04' 56" West, with said common line, and the north line of a called 2.056 acre tract of land, described in a General Warranty Deed, to Williamson County, of record in Document No. 2018011931, of said Official Public Records, a distance of **213.36 feet**, to a point in the center of Bushy Creek, and the east line of The Oaklands Section 1B, a plat of record in Cabinet G, Slide 173, of said Official Public Records, for the northwest corner of said 2.056 acre tract, the southwest corner of said Lot 1, and the southwest corner of the tract described herein;

THENCE, with the meanders of Bushy Creek, and the common line between said The Oaklands Section 1B and said Lot 1, the following three (3) courses and distances,

1. **North 03° 56' 25" West**, a distance of **90.48 feet**, to a point for corner;

2. **North 17° 23' 25" West**, a distance of **102.45 feet**, to a point for corner, and

3. **North 36° 02' 25" West**, a distance of **274.20 feet**, to a point, for the northeast corner of said The Oaklands Section 1B, the southeast corner of Sauls Ranch East Subdivision, a plat of recorded in Document No. 2023066851, of said Official Public Records, the southwest corner of Lot 2, Block A, Freedom Church Subdivision, a plat of record in Document No. 2021096891, of said Official Public Records, the northwest corner of said Lot 1, and the northwest corner of the tract described herein;

THENCE, North 67° 26' 45" East, with the common line between said Lot 1, and said Lot 2, at a distance of 90.39 feet, pass a 1/2-inch iron rod found, at a distance of 110.65 feet, pass a 1/2-inch iron rod with cap stamped "REF COR RPLS 4967" found, in all a total distance of **177.17 feet**, to a point for the northeast corner of the herein described tract, from which point a 1/2-inch iron rod found for the most northerly northeast corner of said Lot 1 and an interior ell corner of said Lot 2 bears North 67° 26' 45" East, a distance of 14.66 feet;

THENCE, departing said common line, over and across said Lot 1, the following thirteen (13) courses and distances;

1. **South 30° 24' 25" East**, a distance of **421.47 feet**, to a point for corner;

2. **North 52° 07' 27" East**, a distance of **42.39 feet**, to a tangent point of curve to the left;

3. **With** said tangent curve to the left, having a delta angle of **17° 22' 44"**, a radius of **100.00 feet**, an arc length of **30.33 feet**, and a chord which bears **North 42° 40' 05" East**, a distance of **30.22 feet**, to a point of tangency;

4. **North 30° 48' 13" East**, a distance of **23.82 feet**, to a tangent point of curve to the right;

5. **With** said tangent curve to the right, having a delta angle of **57° 48' 51"**, a radius of **100.00 feet**, an arc length of **100.90 feet**, and a chord which bears **North 59° 43' 52" East**, a distance of **96.68 feet**, to a point of tangency;

6. **South 85° 21' 10" East**, a distance of **98.43 feet**, to a tangent point of curve to the left;

7. **With** said tangent curve to the left, having a delta angle of **24° 54' 44"**, a radius of **100.00 feet**, an arc length of **43.48 feet**, and a chord which bears **North 84° 03' 15" East**, a distance of **43.14 feet**, to a point of tangency;

8. **North 66° 28' 09" East**, a distance of **38.86 feet**, to a tangent point of curve to the left;

Easement
1.942 Acres (84,625 Square Feet)
Jacob M. Harrell Survey, Abstract No. 284
Williamson County, Texas

9. **With** said tangent curve to the left having a delta angle of **37° 36' 08"**, a radius of **20.00 feet**, an arc length of **13.13 feet**, and a chord which bears **North 47°02'22" East**, a distance of **12.89 feet**, to a point for corner;

10. **North 23° 09' 14" East**, a distance of **3.33 feet**, to a tangent point of curve to the right;

11. **With** said tangent curve to the right, having a delta angle of **27° 15' 10"**, a radius of **25.00 feet**, an arc length of **11.89 feet**, and a chord which bears **North 31° 56' 41" East**, a distance of **11.78 feet**, to a point for corner;

12. **North 45° 34' 16" East**, a distance of **7.65 feet**, to a point for corner, and

13. **South 43° 24' 26" East**, a distance of **35.77 feet**, to the **POINT OF BEGINNING,** and containing 1.942 acres of land, more or less, within these metes and bounds.

Bearings are based on the Texas Coordinate System of 1983, Central Zone, (NAD 83(2011)). All distances are surface values represented in US Survey Feet based on a Grid-to-Surface Combined Adjustment Factor of 1.00011.

The subject tract shown hereon is an easement, monuments were not set for corners.

The foregoing metes and bounds description, and survey on which it was based, is accompanied by and a part of a survey map of the subject tract.

THE STATE OF TEXAS §
§ KNOWN ALL MEN BY THESE PRESENT
COUNTY OF WILLIAMSON §

That I, Miguel A. Escobar, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and the property described herein was determined by a survey made on the ground during the months of April, June, July, 2021, and October, 2023, under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas on this 13th of October, 2023, A.D.

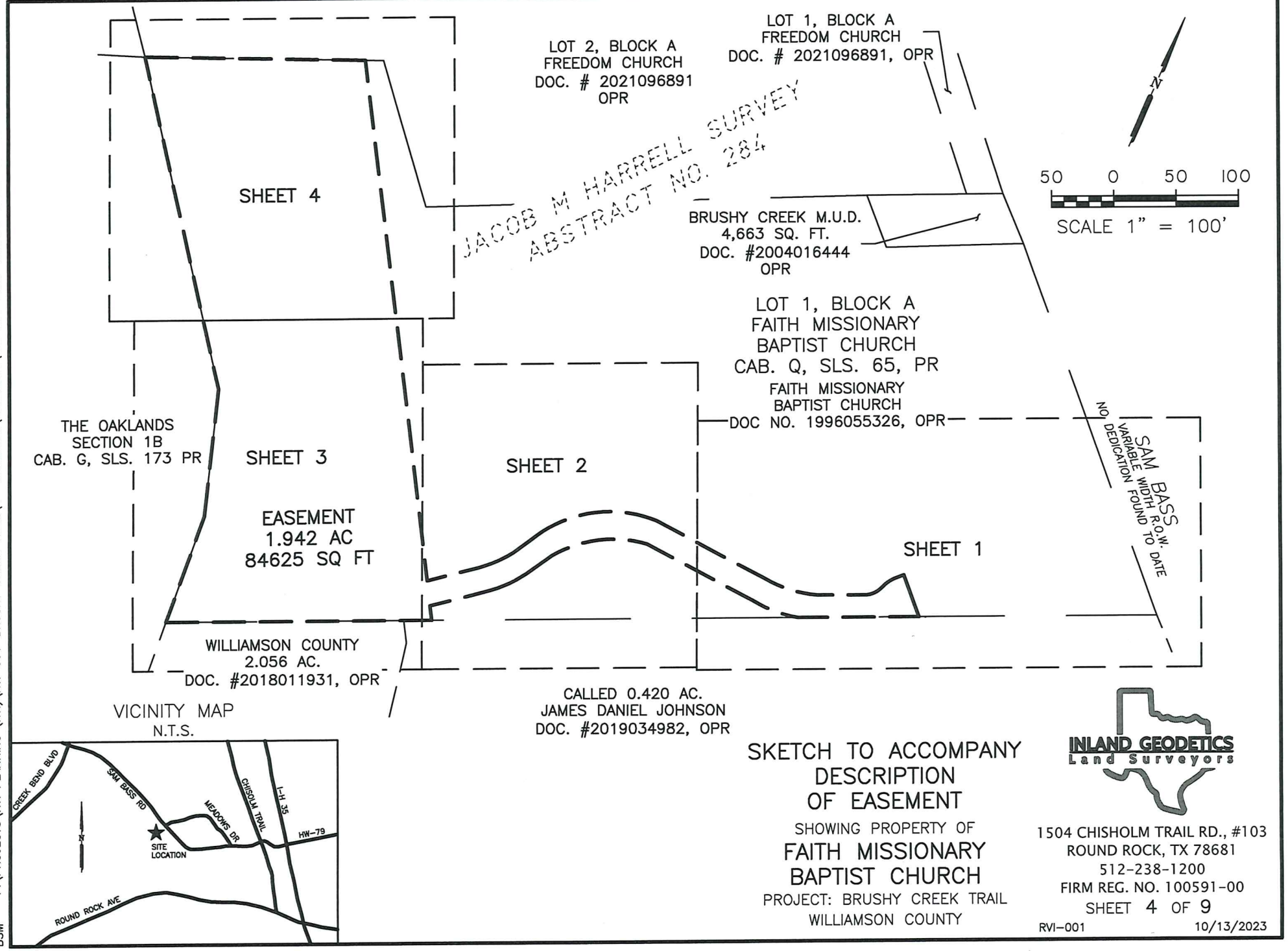
INLAND GEODETICS



Miguel A. Escobar, L.S.L.S., R.P.L.S.
Texas Reg. No. 5630
1504 Chisholm Trail Rd #103
Round Rock, TX 78681
TBPELS Firm No. 10059100
Proj No. RVI-001

P:\Projects\RVI Planning (RVI)\RVI-001-Brushy Creek Trail\5 -Descriptions-Reports\ESMT\RVI-001-BRUSHY CREEK TRAIL-Metes and Bounds.dox

EXHIBIT C



VICINITY MAP
N.T.S.

SKETCH TO ACCOMPANY DESCRIPTION OF EASEMENT

SHOWING PROPERTY OF

FAITH MISSIONARY BAPTIST CHURCH

PROJECT: BRUSHY CREEK TRAIL
WILLIAMSON COUNTY

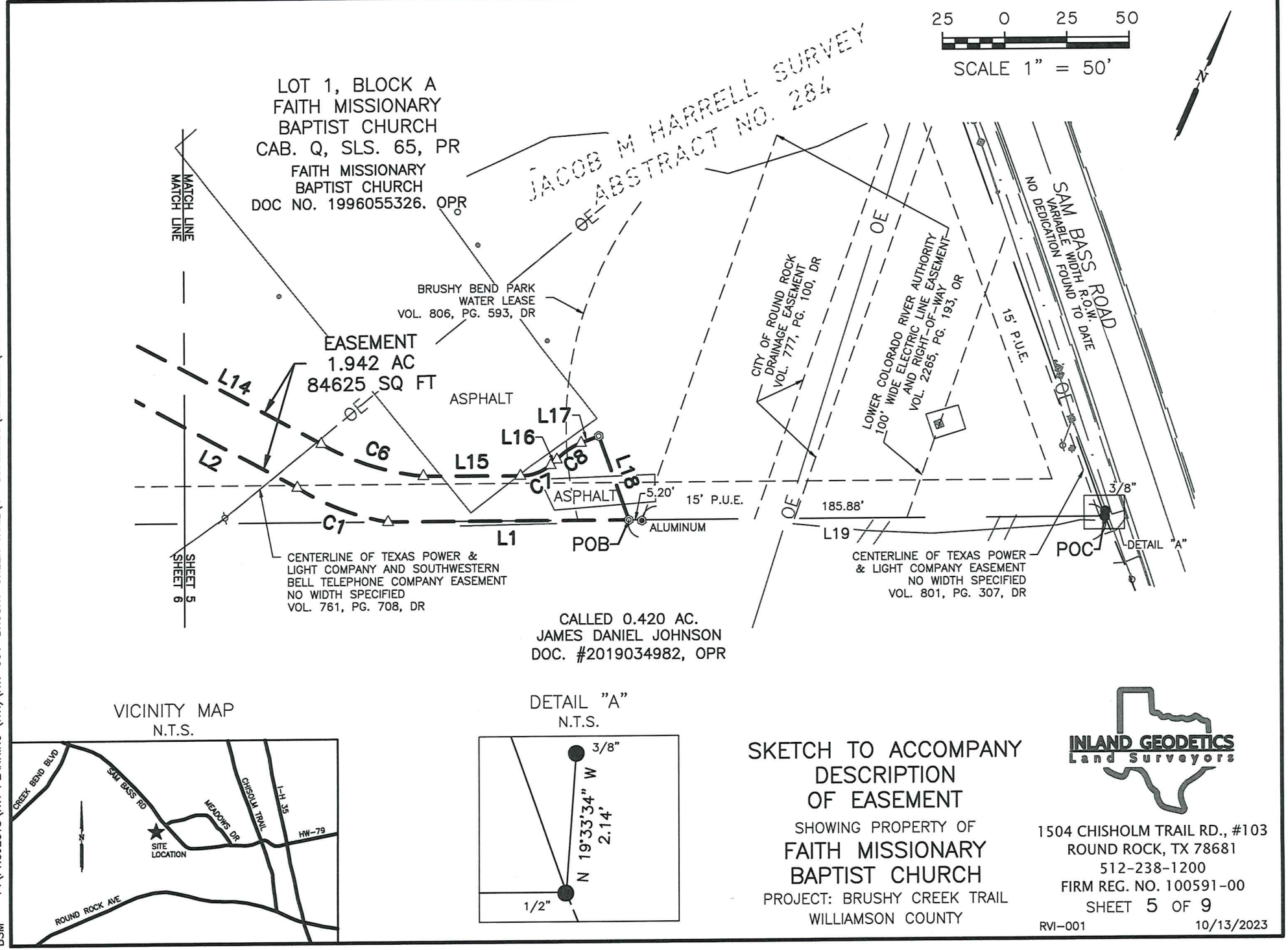
INLAND GEODETICS
Land Surveyors
1504 CHISHOLM TRAIL RD., #103
ROUND ROCK, TX 78681
512-238-1200
FIRM REG. NO. 100591-00

SHEET 4 OF 9

RVI-001 10/13/2023

BSM P:\PROJECTS\RVI PLANNING (RVI)\RVI-001-BRUSHY CREEK TRAIL\4 -DRAWINGS\EASEMENT\RVI-001-ESMT-BRUSHY CREEK TRAIL.DWG

EXHIBIT C



VICINITY MAP
N.T.S.

DETAIL "A"
N.T.S.

SKETCH TO ACCOMPANY DESCRIPTION OF EASEMENT

SHOWING PROPERTY OF

FAITH MISSIONARY BAPTIST CHURCH

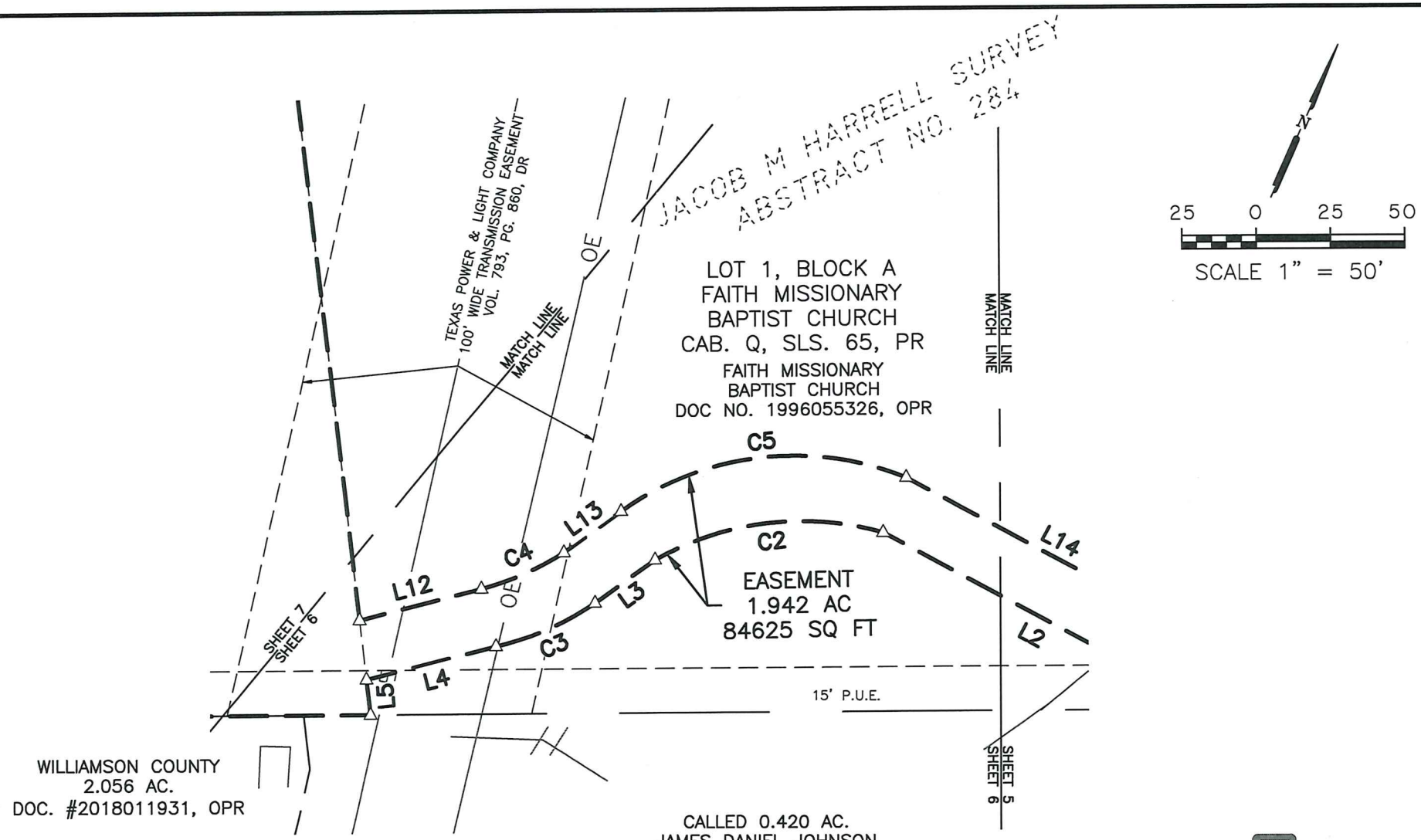
PROJECT: BRUSHY CREEK TRAIL
WILLIAMSON COUNTY

INLAND GEODETICS
Land Surveyors
1504 CHISHOLM TRAIL RD., #103
ROUND ROCK, TX 78681
512-238-1200
FIRM REG. NO. 100591-00

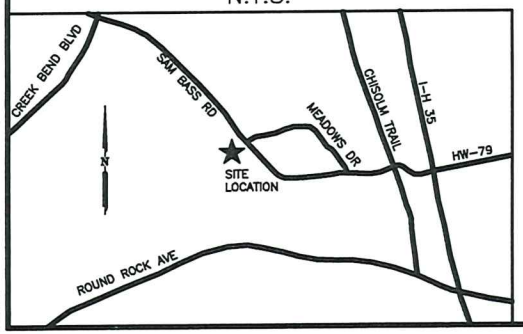
SHEET 5 OF 9
RVI-001
10/13/2023

BSM P:\PROJECTS\RVI PLANNING (RVI)\RVI-001-BRUSHY CREEK TRAIL\4 -DRAWINGS\EASEMENT\RVI-001-ESMT-BRUSHY CREEK TRAIL.DWG

EXHIBIT C



VICINITY MAP
N.T.S.



SKETCH TO ACCOMPANY DESCRIPTION OF EASEMENT

SHOWING PROPERTY OF

FAITH MISSIONARY BAPTIST CHURCH

PROJECT: BRUSHY CREEK TRAIL
WILLIAMSON COUNTY

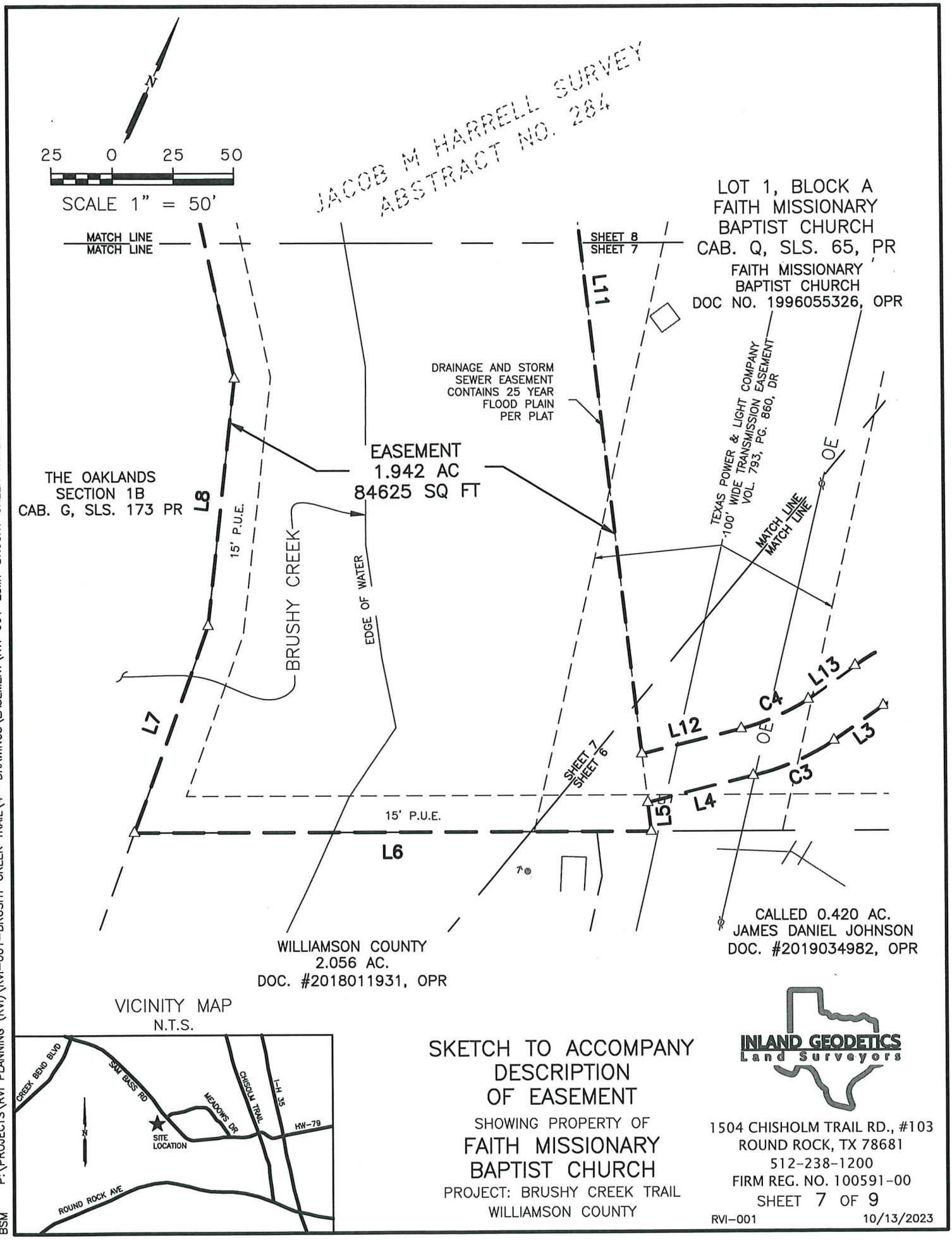
INLAND GEODETICS
Land Surveyors
1504 CHISHOLM TRAIL RD., #103
ROUND ROCK, TX 78681
512-238-1200
FIRM REG. NO. 100591-00

SHEET 6 OF 9

RVI-001 10/13/2023

BSM P:\PROJECTS\RVI PLANNING (RVI)\RVI-001-BRUSHY CREEK TRAIL\4 -DRAWINGS\EASEMENT\RVI-001-ESMT-BRUSHY CREEK TRAIL.DWG

EXHIBIT C



VICINITY MAP
N.T.S.

SKETCH TO ACCOMPANY DESCRIPTION OF EASEMENT

SHOWING PROPERTY OF

FAITH MISSIONARY BAPTIST CHURCH

PROJECT: BRUSHY CREEK TRAIL
WILLIAMSON COUNTY

INLAND GEODETICS
Land Surveyors

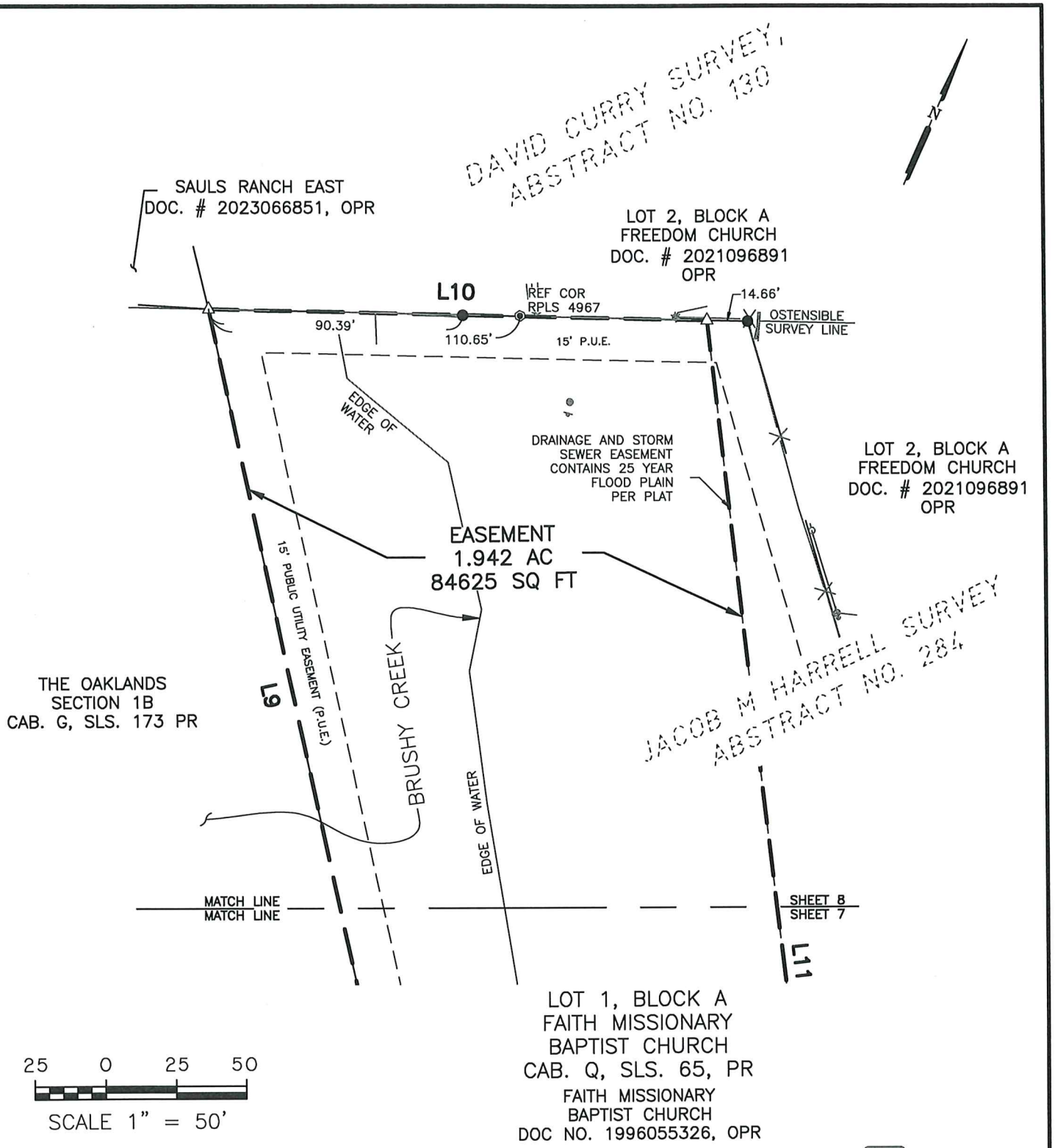
1504 CHISHOLM TRAIL RD., #103
ROUND ROCK, TX 78681
512-238-1200
FIRM REG. NO. 100591-00

SHEET 7 OF 9

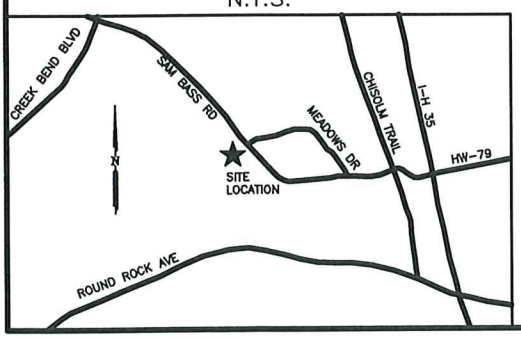
RVI-001 10/13/2023

BSM P:\PROJECTS\RVI PLANNING (RVI)\RVI-001-BRUSHY CREEK TRAIL\4 -DRAWINGS\EASEMENT\RVI-001-ESMT-BRUSHY CREEK TRAIL.DWG

EXHIBIT C



VICINITY MAP
N.T.S.



SKETCH TO ACCOMPANY DESCRIPTION OF EASEMENT

SHOWING PROPERTY OF

FAITH MISSIONARY BAPTIST CHURCH

PROJECT: BRUSHY CREEK TRAIL
WILLIAMSON COUNTY

INLAND GEODETICS
Land Surveyors
1504 CHISHOLM TRAIL RD., #103
ROUND ROCK, TX 78681
512-238-1200
FIRM REG. NO. 100591-00

SHEET 8 OF 9

RVI-001 10/13/2023

BSM P:\PROJECTS\RVI PLANNING (RVI)\RVI-001-BRUSHY CREEK TRAIL\4 -DRAWINGS\EASEMENT\RVI-001-ESMT-BRUSHY CREEK TRAIL.DWG

EXHIBIT C

LEGEND

- IRON ROD FOUND 1/2" IN DIAMETER OR OTHERWISE NOTED
- IRON ROD FOUND W/CAP 1/2" IN DIAMETER OR OTHERWISE NOTED
- CALCULATED POINT
- IRON ROD SET W/CAP 1/2" IN DIAMETER "INLAND GEODETICS"
- POWER POLE
- WELL
- PULLBOX
- TELEPHONE PEDESTAL
- SIGN
- WIRE FENCE
- CHAINLINK FENCE
- OE — OVERHEAD ELECTRIC LINE
- WOOD FENCE
- POB — POINT OF BEGINNING
- OPR — OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- PR — PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
- DR — DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- OR — OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS

LINE	BEARING	DISTANCE
L1	S 66°04'56" W	96.58'
L2	N 85°19'08" W	96.36'
L3	S 30°53'40" W	24.89'
L4	S 52°07'27" W	45.01'
L5	S 30°24'25" E	11.95'
L6	S 66°04'56" W	213.36'
L7	N 03°56'25" W	90.48'
L8	N 17°23'25" W	102.45'
L9	N 36°02'25" W	274.20'
L10	N 67°26'45" E	177.17'
L11	S 30°24'25" E	421.47'
L12	N 52°07'27" E	42.39'
L13	N 30°48'13" E	23.82'
L14	S 85°21'10" E	98.43'
L15	N 66°28'09" E	38.86'
L16	N 23°09'14" E	3.33'
L17	N 45°34'16" E	7.65'
L18	S 43°24'26" E	35.77'
L19	S 66°04'56" W	191.07'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	100.00'	39.32'	39.06'	S 87°07'32" W	22°31'38"
C2	100.00'	79.43'	77.35'	S 59°38'20" W	45°30'26"
C3	100.00'	36.58'	36.38'	S 42°46'08" W	20°57'31"
C4	100.00'	30.33'	30.22'	N 42°40'05" E	17°22'44"
C5	100.00'	100.90'	96.68'	N 59°43'52" E	57°48'51"
C6	100.00'	43.48'	43.14'	N 84°03'15" E	24°54'44"
C7	20.00'	13.13'	12.89'	N 47°02'22" E	37°36'08"
C8	25.00'	11.89'	11.78'	N 31°56'41" E	27°15'10"

NOTES:

1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (NAD_83 (2011)). ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A SURFACE-TO-GRID COMBINED ADJUSTMENT FACTOR OF 1.00011.
2. REFERENCE IS HEREON MADE TO THE METES AND BOUNDS DESCRIPTION OF THIS TRACT ACCOMPANYING THIS SKETCH.
3. THE SUBJECT TRACT SHOWN HEREON IS AN EASEMENT, MONUMENTS WERE NOT SET FOR CORNERS.

THIS IS TO CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND IN APRIL, JUNE, JULY, 2021, AND OCTOBER 2023, BY ME OR UNDER MY SUPERVISION, AND THAT THIS SURVEY PLAT REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY.

INLAND GEODETICS

MIGUEL A. ESCOBAR, L.S.L.S., R.P.L.S. 10/13/2023
TEXAS REG. NO. 5630

STATE OF TEXAS
REGISTERED
MIGUEL ANGEL ESCOBAR
5630
PROFESSIONAL
LAND SURVEYOR

SKETCH TO ACCOMPANY DESCRIPTION OF EASEMENT

SHOWING PROPERTY OF

FAITH MISSIONARY BAPTIST CHURCH

PROJECT: BRUSHY CREEK TRAIL
WILLIAMSON COUNTY

INLAND GEODETICS
Land Surveyors
1504 CHISHOLM TRAIL RD., #103
ROUND ROCK, TX 78681
512-238-1200
FIRM REG. NO. 100591-00

BSM P:\PROJECTS\RVI PLANNING (RVI)\RVI-001-BRUSHY CREEK TRAIL\4 -DRAWINGS\EASEMENT\RVI-001-ESMT-BRUSHY CREEK TRAIL.DWG

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WASTEWATER LINE EASEMENT

THE STATE OF TEXAS §
§ **KNOW ALL BY THESE PRESENTS:**
COUNTY OF WILLIAMSON §

That **FAITH MISSIONARY BAPTIST CHURCH**, whose address is 1561 Sam Bass Road, Round Rock, Texas 78681, and its successors and assigns (hereinafter collectively referred to as "Grantor"), for and in consideration of the sum of TEN and NO/100 DOLLARS ($10.00) and other good and valuable consideration paid by the **WILLIAMSON COUNTY, TEXAS**, its successors and/or assigns (hereinafter referred to as "Grantee"), whose mailing address is 710 Main Street, Suite 101, Texas 78664, Attn: County Auditor, the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto Grantee a perpetual Wastewater Line Easement ("Wastewater Line Easement") and right-of-way to construct, install, operate, maintain, inspect, reconstruct, enlarge, relocate, rebuild, repair, and remove a wastewater service system and lines, together with all necessary lines, pipes, conduits, valves, vaults, lift stations, manholes, ventilators, and other equipment, improvements, accessories and appurtenances or operations thereto, in, upon, over, under, above and across the following described property of Grantor (collectively the "Easement Area"), to-wit:

> Being a 1.942 acre (84,625 square foot) tract of land situated in the Jacob M. Harrell Survey, Abstract No. 284 in Williamson County, Texas; said tract being more particularly described by field notes and sketch in the attached Exhibit "A," incorporated herein by reference for all purposes.

This conveyance is made and accepted subject to all conditions and restrictions, if any, relating to the hereinabove described property, and only to the extent, that the same may still be in force and effect and shown of record in the office of the County Clerk of Williamson County, Texas.

Except as otherwise noted, the Wastewater Line Easement, rights and privileges herein granted shall be perpetual; provided, however, that said Wastewater Line Easement, rights and privileges shall cease and revert to Grantor in the event the said lines are abandoned, or shall cease to be used, for a period of five (5) consecutive years.

Upon completion of the construction and installation of the line and facilities in the tract identified in the attached Exhibit "A," Grantee shall, as reasonably possible, restore the surface of the Wastewater Line Easement, including fencing boundary fencing or gates, as closely as possible to the condition in which it was found before any such work was undertaken, considering the uses to which the Easement Area is used as authorized herein.

Grantor covenants that it will not convey any other future easement or conflicting rights within the Easement Area covered by this grant without the express written consent of Grantee, which consent shall not be unreasonably withheld, conditioned or delayed. Grantee shall have the right to review any proposed easement or conflicting use of the easement to determine the effect, if any, on the Wastewater Lines contemplated herein. Prior to granting its consent for other easements, Grantee may require reasonable safeguards to protect the integrity of the Wastewater lines. As required by this paragraph, express written consent of Grantee shall be obtained by Grantor in the following manner: advance written notice must be given by certified mail to the Williamson County Engineer, Williamson County Road & Bridge Department, 3151 SE Inner Loop, Georgetown, Texas 78626.

Grantor further grants to Grantee:

(a) the right of ingress to and egress from the Easement Area over and across Grantor's property by means of roads and lanes thereon, if such exist, otherwise by such route(s) as shall occasion the least practicable damage and inconvenience to Grantor; provided that such ingress and egress right shall not extend to any portion of Grantor's property isolated from the Easement Area by any public highway or road now or hereafter crossing the property; the foregoing right of ingress and egress includes the right of Grantee to disassemble, remove, take down, and clear away any barricade or other structure which obstructs, prevents, or hinders Grantee's ingress to and egress from Grantor's property, and should Grantee deem it necessary to so disassemble, remove, take down, or clear away any such barricade or other structure, Grantee shall, as soon as is reasonably feasible and at its sole cost and expense, replace or restore Grantor's property to as similar a condition as is reasonably practicable as existed immediately prior to Grantee's actions pursuant to this provision, unless said barricade or other structure is inconsistent with rights conveyed to Grantee herein;

(b) the right of construction, maintaining and using such roads on and across the property as Grantee may deem necessary in the exercise of the right of ingress and egress;

(c) the right to mark the location of the Easement Area by suitable markers; provided that such markers shall be placed in locations which will not interfere with any reasonable use Grantor shall make of the Easement Area;

(d) the right to grade the Easement Area for the full width thereof and to extend the cuts and fills for such grading into and on the land in the Easement Area to such extent as Grantee may find reasonably necessary;

(e) the right from time to time to trim and to cut down and clear away any and all trees and brush now or hereafter on the Easement Area and to trim and to cut down and clear away any trees on either side of the easement which now or hereafter in the reasonable opinion of Grantee may be a hazard to the lines, valves, appliances, fittings, or other improvements by reason of the danger of falling thereon or root infiltration therein, or which may otherwise interfere with the exercise of Grantee's rights hereunder; provided, however, Grantee shall not trim and/or cut down and clear away any trees and/or brush outside of the Easement Area without the prior written consent of Grantor, and shall be removed by Grantee;

(f) the right to install, maintain and use gates in all fences which now cross or shall hereafter cross the Easement Area; and

(g) the right to support the lines across ravines and watercourses with such structures as Grantee shall deem necessary.

Grantee hereby covenants and agrees:

(a) Grantee shall not fence the Easement Area; and

(b) Grantee shall promptly backfill any trench made by it on the easement and repair any damage it shall do to Grantor's private roads or lanes on the lands.

(c) Upon application, engineering plan submission, approval and permitting by Grantee and/or any other required entity with regulatory jurisdiction of the Grantor's remaining property, if sufficient service capacity is otherwise available at the time of request, Grantor shall be allowed at its own expense to connect to any facilities of Grantee within the Wastewater Line Easement in order to provide wastewater service of Grantor's remaining property, at a location determined by Grantee, and any permit request shall not be unreasonably withheld, conditioned or delayed. Any facilities placed within the Easement Area by Grantor shall remain the property of Grantor and shall be the sole responsibility of Grantor to operate, maintain, improve, repair, or remove.

Notwithstanding anything in this instrument to the contrary, Grantor also retains, reserves, and shall continue to enjoy the surface of such Easement Area for any and all purposes which do not interfere with and prevent the use by Grantee of the Easement Area, including the right to build and use the surface of the Easement Area for private streets, roads, driveways, alleys, walks, gardens, lawns, parking areas and other like uses; provided Grantor shall not erect or construct on the Easement Area any building or other structure such as a patio, swimming pool, sport court, storage shed, accessory building, barbeque pit or similar structure, or drill or operate any well, or construct any reservoir or other obstruction on the easement, or diminish or substantially add to the ground cover over the pipelines. Grantee shall not be responsible or liable for the removal, repair or damage to any property, structure, building, or other use inconsistent with the rights conveyed to Grantee by the easement. Provided however, before constructing any non-interfering improvements listed in this paragraph, at least ten (10) days' written notice shall be provided to Grantee of the general plans of the improvement to be constructed on the Easement Area, and Grantor must first obtain the consent and approval from Grantee of the construction and location of any improvements within the Easement Area, which consent and approval shall not be unreasonably withheld, conditioned or delayed.

It is understood and agreed that any and all equipment and facilities placed upon said property by Grantee shall remain the property of Grantee.

TO HAVE AND TO HOLD the rights and interests described unto Grantee and its successors and assigns forever, and Grantor does hereby bind itself, and its successors and assigns and legal representatives, to warrant and forever defend, all and singular, the above-described Wastewater Line Easement and rights and interests unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim same, or any part thereof.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed this 23rd day of May, 2025.

[signature pages follow]

GRANTOR:

FAITH MISSIONARY BAPTIST CHURCH

By: _____

Name: Donnie Rogers

Title: Deacon/Trustee/Treasurer

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF Travis) ss

This instrument was acknowledged before me on this the 23rd day of May, 2025 by Donnie Rogers, in the capacity and for the purposes and consideration recited therein.

_____ (Seal)
Signature of Notary Public

Print Name: Daniele Lang-Powers

DANIELE LANG-POWERS
Notary Public, State of Texas
Comm. Expires 11-30-2025
Notary ID 3836950

ACCEPTED BY GRANTEE:

WILLIAMSON COUNTY, TEXAS

By: _____
Steven Snell, County Judge

ACKNOWLEDGMENT

STATE OF TEXAS)
) ss
COUNTY OF WILLIAMSON)

This instrument was acknowledged before me on _____, 2025 by Steven Snell, Williamson County Judge, in the capacity and for the purposes and consideration recited therein.

_____ (Seal)
Signature of Notary Public

Print Name: _____

EXHIBIT "A"

Proj. No. RVI-001
October 13, 2023

Easement
1.942 Acres (84,625 Square Feet)
Jacob M. Harrell Survey, Abstract No. 284
Williamson County, Texas

DESCRIPTION OF EASEMENT

DESCRIPTION OF A 1.942 ACRE (84,625 SQUARE FOOT) TRACT OF LAND, LOCATED IN THE JACOB M. HARRELL SURVEY, ABSTRACT NO. 284, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 1, BLOCK A, FAITH MISSIONARY BAPTIST CHURCH SUBDIVISION, A PLAT OF RECORD IN CABINET Q, SLIDE 65, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID LOT 1 BEING DESCRIBED IN A WARRANTY DEED TO FAITH MISSIONARY BAPTIST CHURCH, OF RECORD IN DOCUMENT NO. 1996055326, SAID OFFICIAL PUBLIC RECORDS, SAID 1.942 ACRE (84,625 SQUARE FOOT) TRACT OF LAND BEING SURVEYED ON THE GROUND IN APRIL, JUNE, JULY, 2021, AND OCTOBER, 2023, UNDER THE DIRECT SUPERVISION OF MIGUEL A. ESCOBAR, LSLS, RPLS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found in the south right-of-way line of Sam Bass Road, a variable width right-of-way, no dedication found to date, for the common east corner of said Lot 1 and a called 0.420 acre tract of land, described in a General Warranty Deed to James Daniel Johnson, of record in Document No. 2019034982, of said Official Public Records, for the southeast corner of the tract described herein, from which point a 3/8-inch iron rod found, bears North 19°33'34" West, a distance of 2.14 feet;

THENCE, South 66° 04' 56" West, with the common line between said Lot 1 and said 0.420 acre tract, at a distance of 185.88 feet pass a 1/2-inch iron rod with an aluminum cap found, in said common line, for the southwest corner of a called 100' wide electric line easement and right-of-way, to the Lower Colorado River Authority, of record in Volume 2265, Page 193, of said Official Public Records, and continuing for a total distance of **191.07 feet,** to a 1/2-inch iron rod with cap stamped "INLAND GEODETICS" set, for the southeast corner and the **POINT OF BEGINNING** of the tract described herein;

THENCE, South 66° 04' 56" West, with said common line, a distance of **96.58 feet,** to a tangent point of curve to the right;

THENCE, departing said common line, over and across said Lot 1, the following seven (7) courses and distances;

1. **With** said tangent curve to the right, having a delta angle of **22° 31' 38"**, a radius of **100.00 feet**, an arc length of **39.32 feet**, and a chord which bears **South 87° 07' 32" West**, for a distance of **39.06 feet,** to a point of tangency;

2. **North 85°19'08" West**, a distance of **96.36 feet**, to a tangent point of curve to the left;

3. **With** said tangent curve to the left, having a delta angle of **45° 30' 26"**, a radius of **100.00 feet**, an arc length of **79.43 feet**, and a chord which bears **South 59° 38' 20" West**, for a distance of **77.35 feet,** to a point of tangency;

4. **South 30° 53' 40" West**, a distance of **24.89 feet**, to a tangent point of curve to the right;

5. **With** said tangent curve to the right, having a delta angle of **20° 57' 31"**, a radius of **100.00 feet**, an arc length of **36.58 feet**, and a chord which bears **South 42° 46' 08" West**, for a chord distance of **36.38 feet,** to a point of tangency;

1504 Chisholm Trail Rd #103
Round Rock, TX 78681
TBPELS Firm No. 10059100
512-238-1200 office

INLAND GEODETICS
Land Surveyors

6. **South 52° 07' 27" West**, a distance of **45.01 feet**, to a point for corner, and

7. **South 30° 24' 25" East**, a distance of **11.95 feet**, to a point in said common line;

THENCE, South 66° 04' 56" West, with said common line, and the north line of a called 2.056 acre tract of land, described in a General Warranty Deed, to Williamson County, of record in Document No. 2018011931, of said Official Public Records, a distance of **213.36 feet**, to a point in the center of Bushy Creek, and the east line of The Oaklands Section 1B, a plat of record in Cabinet G, Slide 173, of said Official Public Records, for the northwest corner of said 2.056 acre tract, the southwest corner of said Lot 1, and the southwest corner of the tract described herein;

THENCE, with the meanders of Bushy Creek, and the common line between said The Oaklands Section 1B and said Lot 1, the following three (3) courses and distances,

1. **North 03° 56' 25" West**, a distance of **90.48 feet**, to a point for corner;

2. **North 17° 23' 25" West**, a distance of **102.45 feet**, to a point for corner, and

3. **North 36° 02' 25" West**, a distance of **274.20 feet**, to a point, for the northeast corner of said The Oaklands Section 1B, the southeast corner of Sauls Ranch East Subdivision, a plat of recorded in Document No. 2023066851, of said Official Public Records, the southwest corner of Lot 2, Block A, Freedom Church Subdivision, a plat of record in Document No. 2021096891, of said Official Public Records, the northwest corner of said Lot 1, and the northwest corner of the tract described herein;

THENCE, North 67° 26' 45" East, with the common line between said Lot 1, and said Lot 2, at a distance of 90.39 feet, pass a 1/2-inch iron rod found, at a distance of 110.65 feet, pass a 1/2-inch iron rod with cap stamped "REF COR RPLS 4967" found, in all a total distance of **177.17 feet**, to a point for the northeast corner of the herein described tract, from which point a 1/2-inch iron rod found for the most northerly northeast corner of said Lot 1 and an interior ell corner of said Lot 2 bears North 67° 26' 45" East, a distance of 14.66 feet;

THENCE, departing said common line, over and across said Lot 1, the following thirteen (13) courses and distances;

1. **South 30° 24' 25" East**, a distance of **421.47 feet**, to a point for corner;

2. **North 52° 07' 27" East**, a distance of **42.39 feet**, to a tangent point of curve to the left;

3. **With** said tangent curve to the left, having a delta angle of **17° 22' 44"**, a radius of **100.00 feet**, an arc length of **30.33 feet**, and a chord which bears **North 42° 40' 05" East**, a distance of **30.22 feet**, to a point of tangency;

4. **North 30° 48' 13" East**, a distance of **23.82 feet**, to a tangent point of curve to the right;

5. **With** said tangent curve to the right, having a delta angle of **57° 48' 51"**, a radius of **100.00 feet**, an arc length of **100.90 feet**, and a chord which bears **North 59° 43' 52" East**, a distance of **96.68 feet**, to a point of tangency;

6. **South 85° 21' 10" East**, a distance of **98.43 feet**, to a tangent point of curve to the left;

7. **With** said tangent curve to the left, having a delta angle of **24° 54' 44"**, a radius of **100.00 feet**, an arc length of **43.48 feet**, and a chord which bears **North 84° 03' 15" East**, a distance of **43.14 feet**, to a point of tangency;

8. **North 66° 28' 09" East**, a distance of **38.86 feet**, to a tangent point of curve to the left;

Easement
1.942 Acres (84,625 Square Feet)
Jacob M. Harrell Survey, Abstract No. 284
Williamson County, Texas

9. **With** said tangent curve to the left having a delta angle of **37° 36' 08"**, a radius of **20.00 feet**, an arc length of **13.13 feet**, and a chord which bears **North 47°02'22" East**, a distance of **12.89 feet**, to a point for corner;

10. **North 23° 09' 14" East**, a distance of **3.33 feet**, to a tangent point of curve to the right;

11. **With** said tangent curve to the right, having a delta angle of **27° 15' 10"**, a radius of **25.00 feet**, an arc length of **11.89 feet**, and a chord which bears **North 31° 56' 41" East**, a distance of **11.78 feet**, to a point for corner;

12. **North 45° 34' 16" East**, a distance of **7.65 feet**, to a point for corner, and

13. **South 43° 24' 26" East**, a distance of **35.77 feet**, to the **POINT OF BEGINNING,** and containing 1.942 acres of land, more or less, within these metes and bounds.

Bearings are based on the Texas Coordinate System of 1983, Central Zone, (NAD 83(2011)). All distances are surface values represented in US Survey Feet based on a Grid-to-Surface Combined Adjustment Factor of 1.00011.

The subject tract shown hereon is an easement, monuments were not set for corners.

The foregoing metes and bounds description, and survey on which it was based, is accompanied by and a part of a survey map of the subject tract.

THE STATE OF TEXAS §
§ KNOWN ALL MEN BY THESE PRESENT
COUNTY OF WILLIAMSON §

That I, Miguel A. Escobar, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and the property described herein was determined by a survey made on the ground during the months of April, June, July, 2021, and October, 2023, under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas on this 13th of October, 2023, A.D.

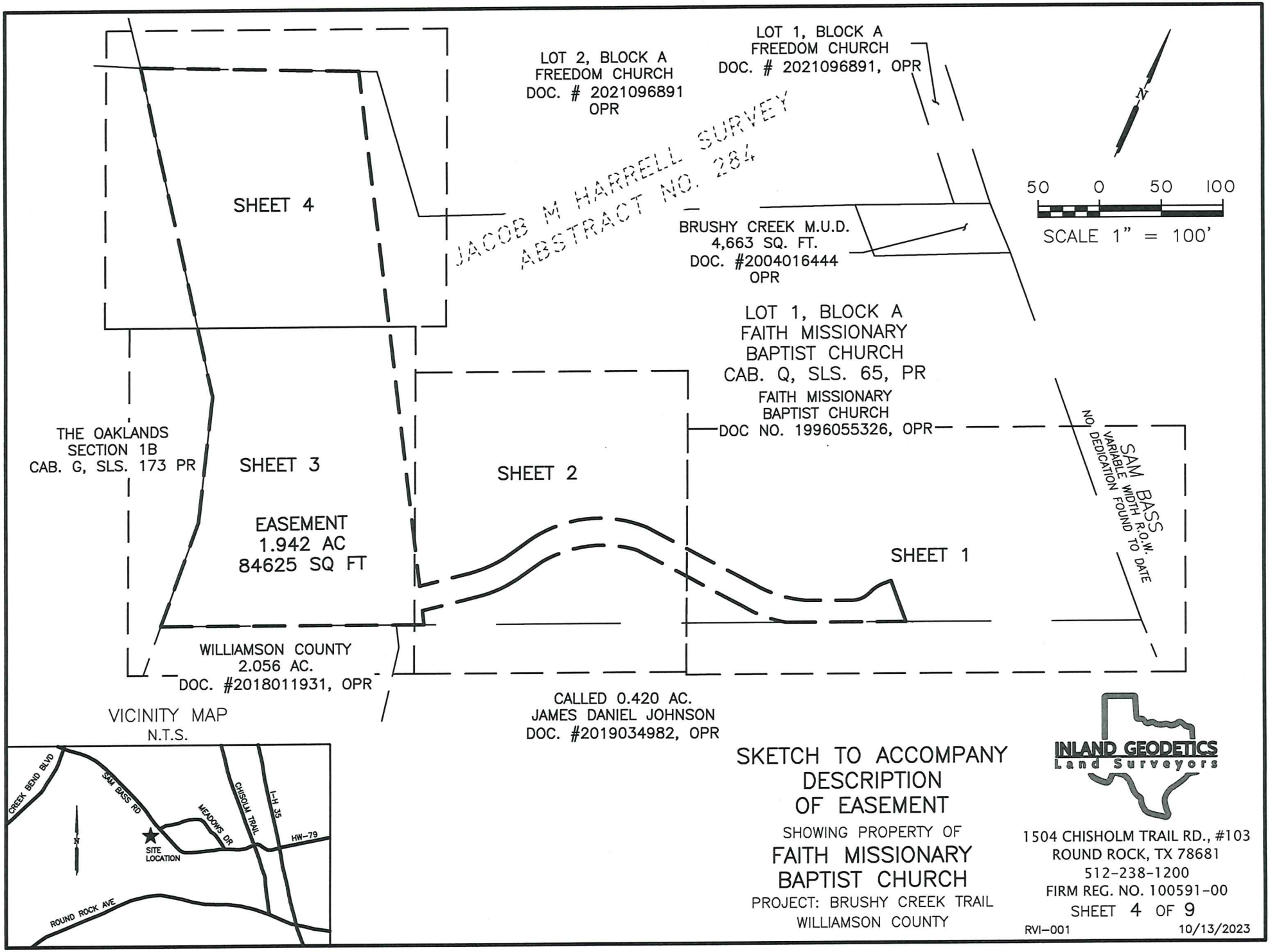
INLAND GEODETICS



Miguel A. Escobar, L.S.L.S., R.P.L.S.
Texas Reg. No. 5630
1504 Chisholm Trail Rd #103
Round Rock, TX 78681
TBPELS Firm No. 10059100
Proj No. RVI-001

P:\Projects\RVI Planning (RVI)\RVI-001-Brushy Creek Trail\5 -Descriptions-Reports\ESMT\RVI-001-BRUSHY CREEK TRAIL-Metes and Bounds.dox

EXHIBIT _____



VICINITY MAP
N.T.S.

SKETCH TO ACCOMPANY DESCRIPTION OF EASEMENT

SHOWING PROPERTY OF

FAITH MISSIONARY BAPTIST CHURCH

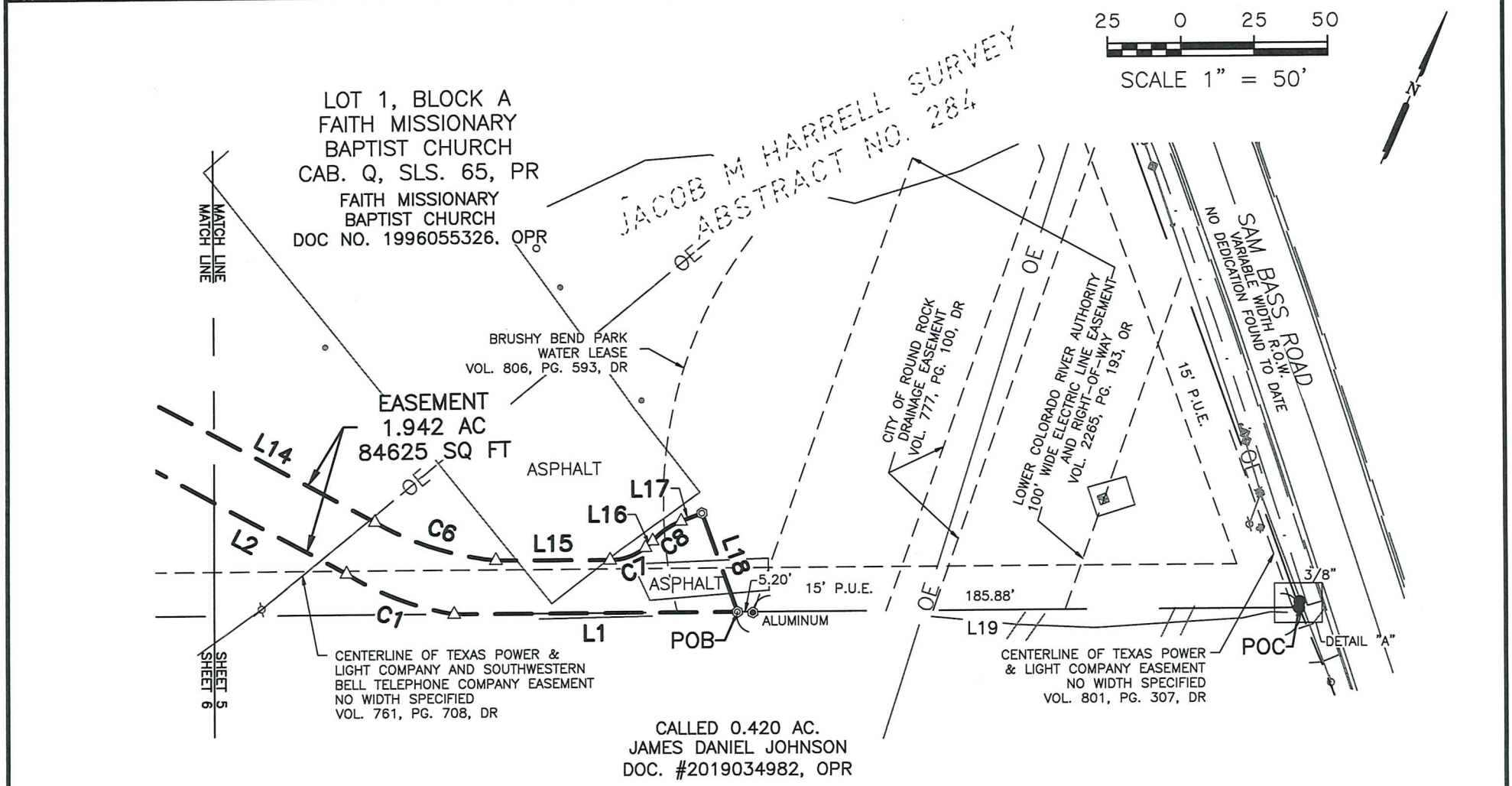
PROJECT: BRUSHY CREEK TRAIL
WILLIAMSON COUNTY

INLAND GEODETICS
Land Surveyors
1504 CHISHOLM TRAIL RD., #103
ROUND ROCK, TX 78681
512-238-1200
FIRM REG. NO. 100591-00

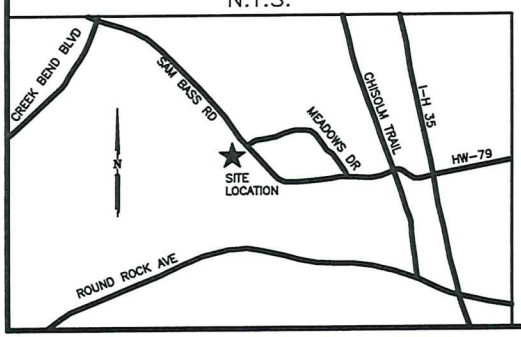
SHEET 4 OF 9
RVI-001
10/13/2023

BSM P:\PROJECTS\RVI PLANNING (RVI)\RVI-001-BRUSHY CREEK TRAIL\4 -DRAWINGS\EASEMENT\RVI-001-ESMT-BRUSHY CREEK TRAIL.DWG

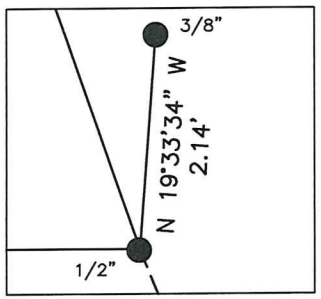
EXHIBIT _____



VICINITY MAP
N.T.S.



DETAIL "A"
N.T.S.



SKETCH TO ACCOMPANY DESCRIPTION OF EASEMENT

SHOWING PROPERTY OF

FAITH MISSIONARY BAPTIST CHURCH

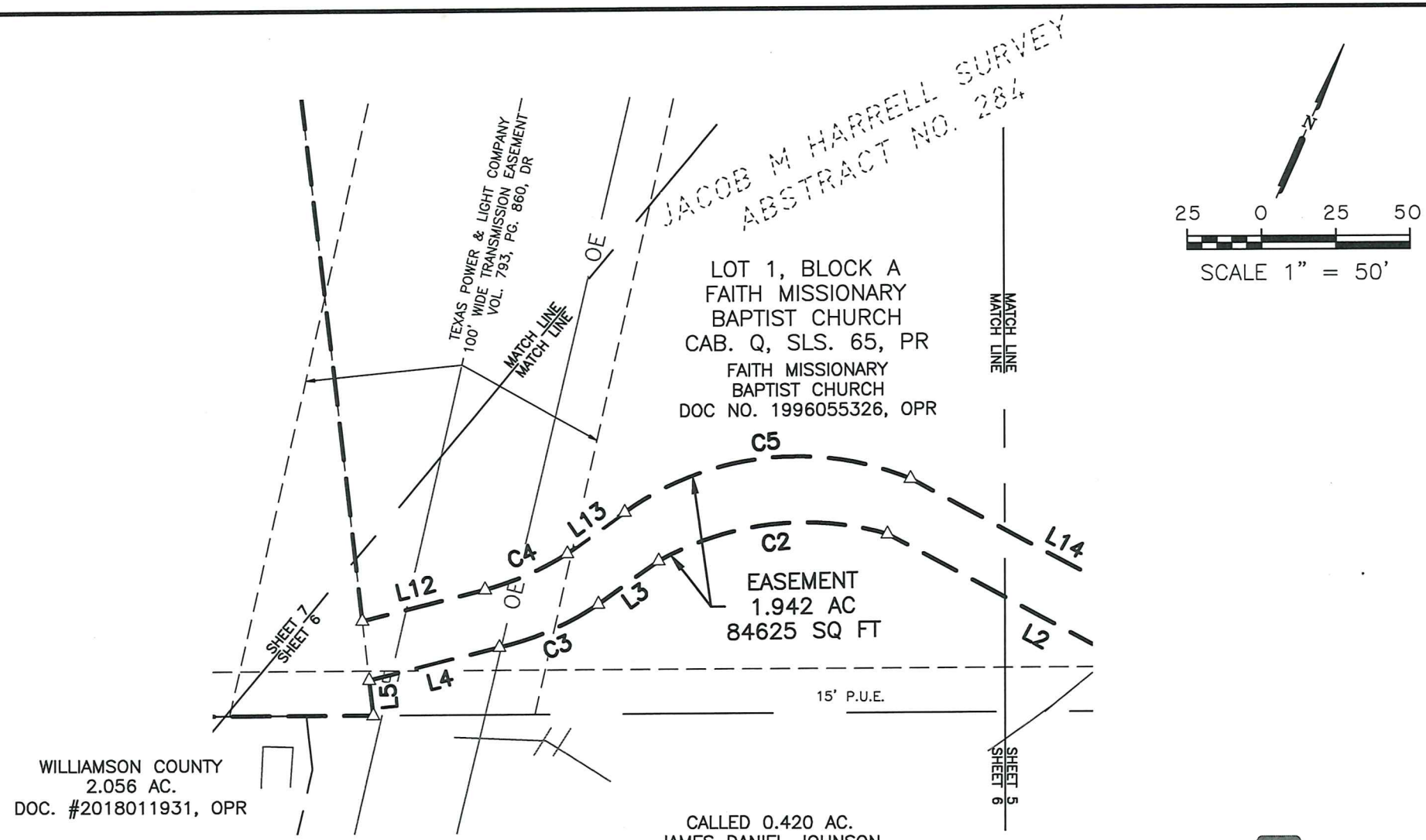
PROJECT: BRUSHY CREEK TRAIL
WILLIAMSON COUNTY

INLAND GEODETICS
Land Surveyors
1504 CHISHOLM TRAIL RD., #103
ROUND ROCK, TX 78681
512-238-1200
FIRM REG. NO. 100591-00

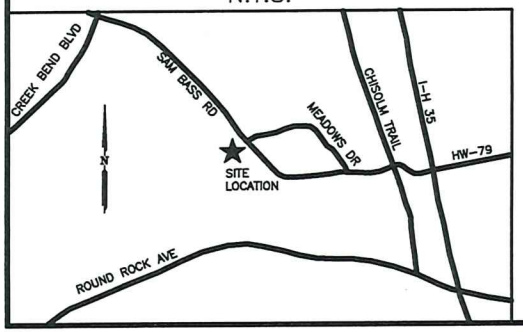
SHEET 5 OF 9
RVI-001
10/13/2023

BSM P:\PROJECTS\RVI PLANNING (RVI)\RVI-001-BRUSHY CREEK TRAIL\4 -DRAWINGS\EASEMENT\RVI-001-ESMT-BRUSHY CREEK TRAIL.DWG

EXHIBIT _____



VICINITY MAP
N.T.S.



SKETCH TO ACCOMPANY DESCRIPTION OF EASEMENT

SHOWING PROPERTY OF

FAITH MISSIONARY BAPTIST CHURCH

PROJECT: BRUSHY CREEK TRAIL
WILLIAMSON COUNTY

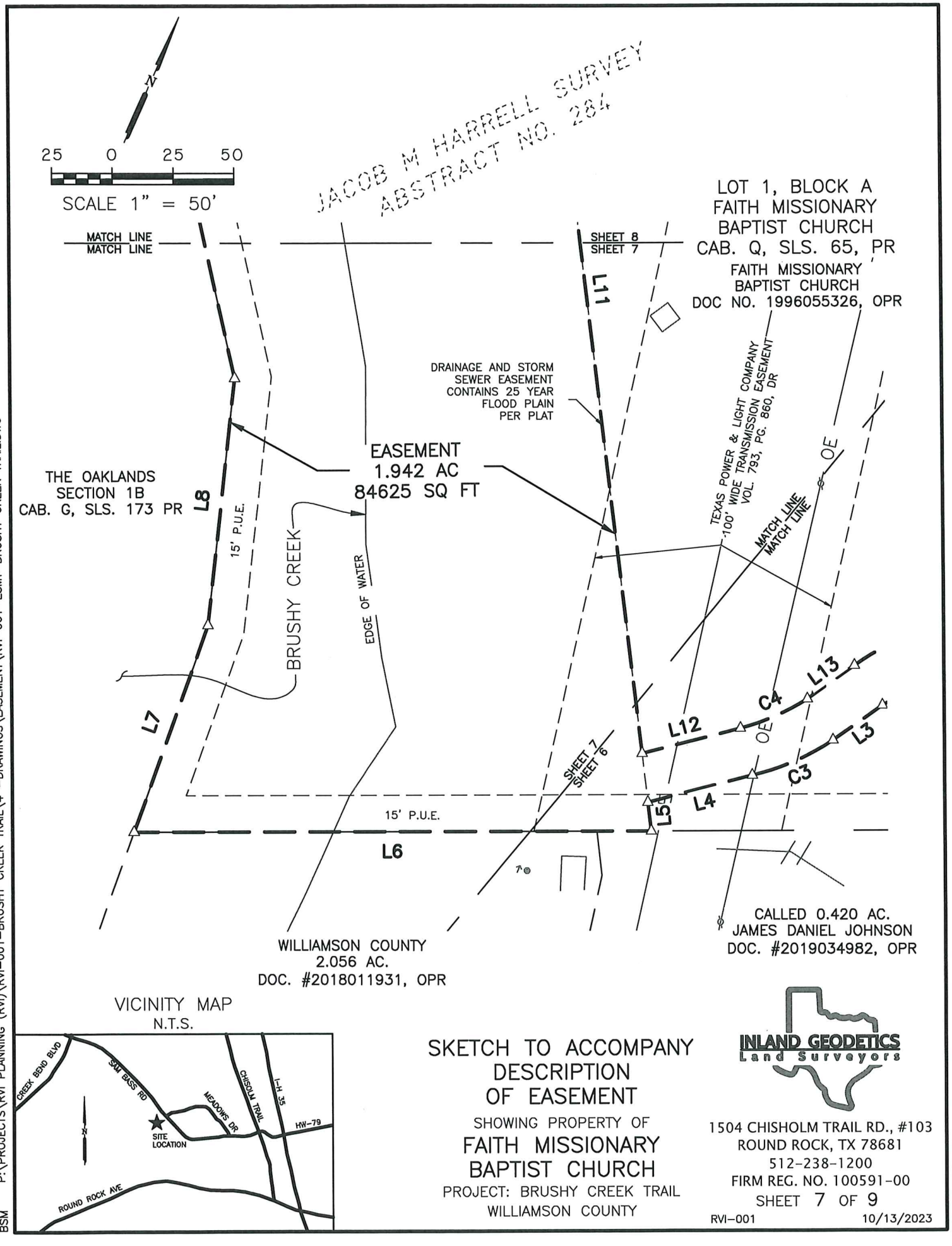
INLAND GEODETICS
Land Surveyors
1504 CHISHOLM TRAIL RD., #103
ROUND ROCK, TX 78681
512-238-1200
FIRM REG. NO. 100591-00

SHEET 6 OF 9

RVI-001 10/13/2023

BSM P:\PROJECTS\RVI PLANNING (RVI)\RVI-001-BRUSHY CREEK TRAIL\4 -DRAWINGS\EASEMENT\RVI-001-ESMT-BRUSHY CREEK TRAIL.DWG

EXHIBIT _____



VICINITY MAP
N.T.S.

SKETCH TO ACCOMPANY DESCRIPTION OF EASEMENT

SHOWING PROPERTY OF

FAITH MISSIONARY BAPTIST CHURCH

PROJECT: BRUSHY CREEK TRAIL
WILLIAMSON COUNTY

INLAND GEODETICS
Land Surveyors

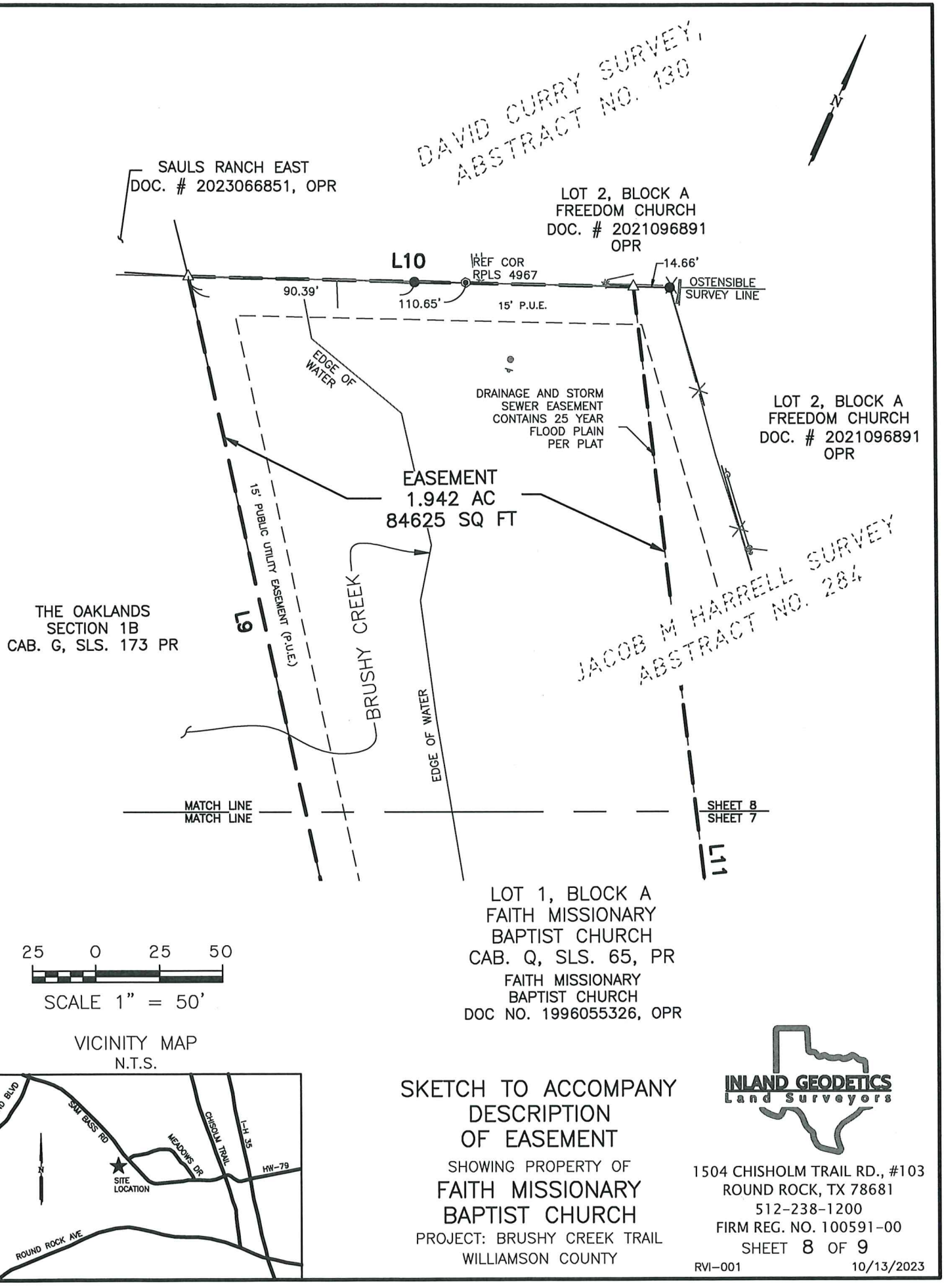
1504 CHISHOLM TRAIL RD., #103
ROUND ROCK, TX 78681
512-238-1200
FIRM REG. NO. 100591-00

SHEET 7 OF 9

RVI-001 10/13/2023

BSM P:\PROJECTS\RVI PLANNING (RVI)\RVI-001-BRUSHY CREEK TRAIL\4 -DRAWINGS\EASEMENT\RVI-001-ESMT-BRUSHY CREEK TRAIL.DWG

EXHIBIT _____



SKETCH TO ACCOMPANY DESCRIPTION OF EASEMENT

SHOWING PROPERTY OF

FAITH MISSIONARY BAPTIST CHURCH

PROJECT: BRUSHY CREEK TRAIL
WILLIAMSON COUNTY

INLAND GEODETICS
Land Surveyors

1504 CHISHOLM TRAIL RD., #103
ROUND ROCK, TX 78681
512-238-1200
FIRM REG. NO. 100591-00

SHEET 8 OF 9

RVI-001 10/13/2023

BSM P:\PROJECTS\RVI PLANNING (RVI)\RVI-001-BRUSHY CREEK TRAIL\4 -DRAWINGS\EASEMENT\RVI-001-ESMT-BRUSHY CREEK TRAIL.DWG

EXHIBIT _____

LEGEND

●	IRON ROD FOUND 1/2" IN DIAMETER OR OTHERWISE NOTED
⬢	IRON ROD FOUND W/CAP 1/2" IN DIAMETER OR OTHERWISE NOTED
△	CALCULATED POINT
⬡	IRON ROD SET W/CAP 1/2" IN DIAMETER "INLAND GEODETICS"
	POWER POLE
WELL	WELL
PBX	PULLBOX
T	TELEPHONE PEDESTAL
	SIGN
—X—	WIRE FENCE
—CHAIN—	CHAINLINK FENCE
— OE —	OVERHEAD ELECTRIC LINE
—//	WOOD FENCE
POB	POINT OF BEGINNING
OPR	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
PR	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
DR	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
OR	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS

LINE	BEARING	DISTANCE
L1	S 66°04'56" W	96.58'
L2	N 85°19'08" W	96.36'
L3	S 30°53'40" W	24.89'
L4	S 52°07'27" W	45.01'
L5	S 30°24'25" E	11.95'
L6	S 66°04'56" W	213.36'
L7	N 03°56'25" W	90.48'
L8	N 17°23'25" W	102.45'
L9	N 36°02'25" W	274.20'
L10	N 67°26'45" E	177.17'
L11	S 30°24'25" E	421.47'
L12	N 52°07'27" E	42.39'
L13	N 30°48'13" E	23.82'
L14	S 85°21'10" E	98.43'
L15	N 66°28'09" E	38.86'
L16	N 23°09'14" E	3.33'
L17	N 45°34'16" E	7.65'
L18	S 43°24'26" E	35.77'
L19	S 66°04'56" W	191.07'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	100.00'	39.32'	39.06'	S 87°07'32" W	22°31'38"
C2	100.00'	79.43'	77.35'	S 59°38'20" W	45°30'26"
C3	100.00'	36.58'	36.38'	S 42°46'08" W	20°57'31"
C4	100.00'	30.33'	30.22'	N 42°40'05" E	17°22'44"
C5	100.00'	100.90'	96.68'	N 59°43'52" E	57°48'51"
C6	100.00'	43.48'	43.14'	N 84°03'15" E	24°54'44"
C7	20.00'	13.13'	12.89'	N 47°02'22" E	37°36'08"
C8	25.00'	11.89'	11.78'	N 31°56'41" E	27°15'10"

NOTES:

1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (NAD_83 (2011)). ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A SURFACE-TO-GRID COMBINED ADJUSTMENT FACTOR OF 1.00011.
2. REFERENCE IS HEREON MADE TO THE METES AND BOUNDS DESCRIPTION OF THIS TRACT ACCOMPANYING THIS SKETCH.
3. THE SUBJECT TRACT SHOWN HEREON IS AN EASEMENT, MONUMENTS WERE NOT SET FOR CORNERS.

THIS IS TO CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND IN APRIL, JUNE, JULY, 2021, AND OCTOBER 2023, BY ME OR UNDER MY SUPERVISION, AND THAT THIS SURVEY PLAT REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY.

INLAND GEODETICS

MIGUEL A. ESCOBAR, L.S.L.S., R.P.L.S. 10/13/2023
TEXAS REG. NO. 5630

STATE OF TEXAS
REGISTERED
MIGUEL ANGEL ESCOBAR
5630
PROFESSIONAL
LAND SURVEYOR

SKETCH TO ACCOMPANY DESCRIPTION OF EASEMENT

SHOWING PROPERTY OF

FAITH MISSIONARY BAPTIST CHURCH

PROJECT: BRUSHY CREEK TRAIL
WILLIAMSON COUNTY

INLAND GEODETICS
Land Surveyors
1504 CHISHOLM TRAIL RD., #103
ROUND ROCK, TX 78681
512-238-1200
FIRM REG. NO. 100591-00

SHEET 9 OF 9

RVI-001 10/13/2023

BSM P:\PROJECTS\RVI PLANNING (RVI)\RVI-001-BRUSHY CREEK TRAIL\4 -DRAWINGS\EASEMENT\RVI-001-ESMT-BRUSHY CREEK TRAIL.DWG

Meeting Date: 06/03/2025

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 a 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 the 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 Liberty Hill Bypass.
aa) Discuss the acquisition of real property for the Long Range Transportation Plan.
bb) Discuss property located at 9500 Lake Creek Parkway, Austin, TX 78717
cc) Discuss the acquisition of real property for Williamson County Justice Center and Corrections Facilities
dd) Discuss the acquisition of real property in downtown Georgetown.
ee) Discuss the acquisition of real property for the Brushy Creek Regional Trail Project.

B. Property or Real Estate owned by Williamson County

Preliminary discussions relating to the 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.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	05/29/2025 10:44 AM
Form Started By: Charlie Crossfield		Started On: 05/28/2025 06:07 PM
Final Approval Date: 05/29/2025		

Commissioners Court - Regular Session **86.**

Meeting Date: 06/03/2025

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 the 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
f) Project Saturn Rings

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	05/29/2025 09:37 AM
Form Started By: Charlie Crossfield		Started On: 05/28/2025 06:09 PM
Final Approval Date: 05/29/2025		